

TEN EVENTS LIMITED

ROUTE 66 SHOW 2016

SATURDAY 2nd JULY AND SUNDAY 3rd JULY 2016

HURNBRIDGE SHOWGROUND, PARLEY LANE, BOURNEMOUTH,
DORSET BH23 6AD

TRADERS AND EXHIBITORS

ROUTE 66 SHOW 2016

TERMS AND CONDITIONS

EVENT MANAGEMENT: TEN EVENTS LTD ,

LANDOWNER: Fowler Fortesque, Hurnbridge Showfield, Parley Lane, Christchurch, Dorset B23 6AD

<http://www.route66show.co.uk/>

Express Assumption Of Risk/Acknowledgement of Responsibility Vendor Company/Exhibitor
Route 66 Show (Ten Events and Fortesque Estates) July 2 – 3rd 2016

Name: _____

Vehicle Registration: _____

General Information * Core trading hours will be from 10:00 – 16:00 hours on each day and are for the full two days only. * You will be allocated your space on arrival within the price area booked. The organisers will NOT advise you of your exact location prior to arrival. Change of space on arrival or during the event is NOT permitted under any circumstances. *Each exhibitor must have an exhibitor pass for identification whilst on their stand These will be given out on arrival. *Vehicle passes allow access to the site for set up, break down and deliveries.

Cancellation Policy: Ten Events (Route 66 Show) reserve the right to cancel this agreement without refund ,upon immediate written or verbal notice in the event of, but not limited to any of the following Exhibitor failing to make payments required by this agreement substantial deviation of merchandise displayed as opposed to application displaying or attempting to display objectionable or inappropriate material, including placing ,selling or distributing any items containing exhibitor’s failure to abide by the rules and regulations as provided herein. The Route 66 Show reserves the right to reject, eject, or prohibit any exhibit in whole or part, with or without giving cause. Show liability for rejection without giving cause shall be limited to a refund to you of the amount of fees unearned at the time of ejection. However, if you or your exhibit is ejected for violation of these rules or any other stated reason (with cause), no return of fees will be made.

Compliance with Laws: Route 66 Show exhibitors shall be solely responsible for obtaining licences, permits or credentials required by federal, state or local laws applicable to Exhibitors activities at Event.

Disclaimer:Route 66 (TenEvents) make no representation; guarantees or promises expressed or implied, regarding the number of people who will attend the event, the amount of revenue exhibitor can expect from the event, or any other matters regarding the event. Any such statements, prior to or after the execution of this agreement, are mere opinion and unless expressly included in this agreement, are hereby disregarded.

Insurance :You are completely and solely responsible for your exhibit, any materials that you ship to or from the show, and the material in your space. Consequently, you should have the appropriate insurance.

Limitation of Liability: Neither Ten Events (Route 66 Show) or Fowler Fortesque (Fortesque Estates) shall be liable for any lost profits, incidental, special, general, consequential or punitive damages, direct or indirect, whether or not the exhibitor is informed of the possibility of such damages. In no event shall Ten Events (Route 66 Show) actual damages

exceed the account actually paid to Ten Events (Route 66 Show) by exhibitor pursuant to this agreement.

Security: Ten Events (Route 66 Show) will make efforts to secure the hall and keep it staffed with security personnel. However, they will not be held responsible for lost or stolen merchandise.

Sound/Music: Exhibitors may use sound equipment in the booths so long as the noise level does not disrupt the activities of the neighbouring exhibitors. Please keep your booth area clean and looking professional.

General Release: The Exhibitor hereby agrees to release to Ten Events (Route 66 Show) and/or Fowler Fortesque, their officers, employees, agents, directors, stockholders, owners, insurers, and affiliated and subsidiary corporations from all actions, suits, liens, losses, debts, damages, claims, causes of actions, personal injuries or property damage including subrogation claims, specifically including, but not limited to, those claims and causes of actions which may arise out of the participation in the show Route 66, exhibitor, and or Fowler Fortesque, in the event and/or any acts which occur between the date of the signing of this agreement and the event.

Assumption of Risks;Releases: You expressly assume all risks associated with, resulting from or arising in connection with your participation at the Route 66 Show including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death) property, business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for your property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area) including any subrogation claims by your insurer. Neither, Ten Events (Route 66) or the landowners (Fortesque Estates) accepts responsibility, nor is a bailment created for property delivered by you or to you. Neither, Ten Events (Route 66), or Fortesque Estates shall be liable for, and you hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

Indemnification: You shall indemnify, defend (with legal counsel satisfactory to Ten Events) and hold Ten Events, its affiliates, and Fortesque Estates harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which results from, or arise out of or in connection with: a) Your participation or presence at the Route 66 Show, b) any breach by you of any agreements, covenants, promises or other obligations under this contract: c) any matter for which you are otherwise responsible under this contract: d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right: e) any libel, slander, deformation or similar claims resulting from your actions;

f) harm or injury (including death) to You; and g) loss of or damage to your property, your business, or your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Cancellation of Show: If the Route 66 Show (Ten Events) cancels the show due to circumstances beyond its reasonable control (for example: Acts of God, Acts of War, Act of Terrorism, Earthquake, government emergency, or government actions, or unavailability of the land, Ten Events shall refund to each exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Ten Events to the exhibitor. Show reserves the right to cancel, re-name or relocate Show or change the dates on which the Route 66 Show that are not more than 90 days earlier or 90 days later than the dates on which the Route 66 Show was scheduled to be held. If Show should take such action, no refund will be due to the Exhibitor, but Show shall assign to the Exhibitor, in lieu of the original space, such other space as Show deems appropriate and the Exhibitor agrees to use such space under the terms of this contract. If Show removes or restricts an exhibit which it considers objectionable or inappropriate, no refund will be due to the Exhibitor. If Ten Events elect to cancel show other than for such a reason previously described in this paragraph, Ten Events shall refund to each Exhibitor its entire table space rental payment previously paid, in full satisfaction of all liabilities of Show to Exhibitor.

Licenses: You shall be solely responsible for obtaining any licences, permits or approvals under federal, state or local law applicable to your activities at the Route 66 Show.

Insurance: You shall, at our own expense, secure and maintain through the term of this contract, all relevant insurance that pertains to your activities at the Route 66 Show.

Additional Terms and Conditions: The Route 66 Show has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by you shall be deemed fully earned and non-refundable at the time of payment. You shall conduct yourself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Ten Events (Route 66 Show), in its sole judgment, may refuse to consider you for participation in future shows if you violate or fail to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorised representative of Ten Events. You may not assign this contract or any right hereunder, nor may you sublet or license all or any portion of your space. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents you submit to Ten Events. No presumption or burden of, or persuasion shall be implied by virtue of the fact that this agreement was prepared by a particular party. You agree if Ten Events takes legal action to enforce this agreement, you shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

Incorporation of Rules and Regulation: Any and all matters pertaining to the Route 66 Show and not specifically covered by the terms and conditions of this contract shall be subject to determination by Show in its sole discretion. Show may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to you. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference.

Assumption of Risk: Disclaimer of Liability: ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS". TEN EVENTS (ROUTE 66 SHOW) DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SHOW MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE NUMBER OF PERSONS OR EXHIBITORS WHO WILL ATTEND A SHOW OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL THE SHOW BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SHOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL THE MAXIMUM LIABILITY OF SHOW EXCEED THE TABLE SPACE FEES.

I have read the above paragraphs and fully understand them.

SIGN.....DATE.....

PRINT NAME.....

BUSINESS/CLUB.....

If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that there have been no warranties, expressed or implied, which have been made to me which extend beyond the description outlined on this form. I, the undersigned, acknowledge that I have carefully read this agreement and release of liability and I understand its contents, I understand that my signature below expressly waives any rights I may have to sue Ten Events (Route 66 Show) or the landowner Fowler Fortesque for injuries and damages.

SIGNED.....

