

## Greater New Orleans International Auto Show Rules and Regulations

**1. Producer.** The word Producer as used herein shall mean Paramount Shows, Inc., any of its officers, agents, or employees acting for it in the management of the Exhibit.

**2. Eligible Exhibits.** The Producer reserves the right to determine the eligibility of any product or service for display. Representatives, distributors and/or dealers must list their participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears upon the face of this contract may be placed on the booth or in the printed list of Exhibitors in this Exhibition. No exhibits or advertising will be allowed to extend beyond the space allotted to the Exhibitor. Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on the strictest compliance with the rules set out herein or otherwise promulgated for the regulation of this Exhibit. The Producer shall have the right to reject, eject or prohibit any exhibit in whole or in part upon the Producer's good faith determination that the exhibit is not accordance with the said Rules of this Exhibit. The Producer shall also have the right to eject the Exhibitor or his Representatives upon a like good faith determination.

**3. Limitation of Liability.** The exhibitor agrees to indemnify and hold harmless the Producer, Sponsor, Owner, Exhibition Hall Facility, City and State in which this Exhibition is being held and their Officers, Agents, Employees or Assigns against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. Producer, Sponsor, Owner, Exhibition Hall Facility, City and State in which this Exhibition is being held and their Officers, Agents, Employees or Assigns shall not be responsible for loss or damage to displays or goods belonging to Exhibitors, whether resulting from fire, storm, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk. It shall be the sole responsibility of the Exhibitor to safeguard against such risks at all times. The Exhibitor agrees that Producer shall not be responsible in the event of any errors or omission in the listings in the Exhibitor's Official Directory and in any promotional material. Exhibitor agrees to indemnify Producer, Sponsor, Owner, Exhibition Hall Facility, City and State in which the Exhibition is being held and their Officers, Agents, Employees or Assigns against and hold them harmless for any claims and for all damages, costs and expenses, including without limitation, attorneys' fees and amounts paid in settlement, incurred in connect with such claims arising out of the acts of negligence of Exhibitor, his Agents or Employees.

**4. Insurance.** Exhibitor is required to carry extra-territorial coverage in addition to his regular company theft, public liability and property damage insurance.

**5. Default in Occupancy.** If exhibition space is not occupied by the time set for completion of installation of displays, Producer may occupy such space.

**6. Sub-leasing.** Exhibitor shall not sublet any part of his space or the exhibition of anything not specified in the contract. Exhibitor may not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice appears normally on them. Exhibitor may not permit in his booth non-exhibiting companies'

representatives. Ruling of the Producer shall in all instances be final with regard to use of any exhibit space.

**7. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns or to standard booth equipment, or to other Exhibitor's property or to carpet. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns, walls and floors or to standard booth equipment or to carpet.

**8. Union Labor.** Exhibitor shall employ only union labor, as made available by **Official Contractors** in the installation and dismantling of his exhibit and in its operation when required by union agreements.

**9. Special Services.** Electricity, gas, water and other utilities as well as other special services needed by Exhibitors are provided only when Exhibitor orders and agrees to pay for them from the persons authorized to supply such services in conformity with Exhibition Facility, City, State, insurance and other requirements.

**10. Booth Representatives.** Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. They shall wear badge identification at all times. The producer shall limit the number of booth representatives at any time.

**11. Electrical Safety.** All wiring on display fixtures must conform to the applicable standards established by various government agencies and standard fire inspection ordinances. All display wiring must exhibit the seals of official approving agencies as may required at the site of the Exhibition.

**12. Safety and Fire Laws.** The exhibitor must strictly observe all applicable fire and safety laws and regulations. Cloth decorations must be flame proof. Wiring must comply with local fire department and underwriter's rules. Smoking in exhibits may be forbidden. Crowding will be restricted. Exhibits must not block aisles and fire exits. No decorations of paper, pine boughs, leaf decorations or tree branches are allowed. Acetate and most rayon drapes are not flame proof and may be prohibited. No storage behind exhibits is provided or permitted.

**13. Decoration.** Producer shall have full authority in placing, arrangement and appearance of all items displayed by exhibitor and may require the replacing, rearrangement or redecorating of any item or of any booth, and no liability shall attach to Producer for costs that may evolve upon exhibitor thereby. An exhibitor building, special background or side dividers must make certain that the surface of such dividers are not unsightly in exhibitors adjoining booths. If any part of booth arrangements remain unfinished by 4PM the day before the opening of the Exhibition, the Producer shall authorize a decorator to effect the necessary arrangements, and exhibitor must pay all charges involved. If any part of any display that requires installation has not been started by 4PM the day prior to the opening of the show, Producer shall have the right to cause this installation to be accomplished at exhibitor's expense. All exhibits shall be ready for the opening hour of the exhibition. The Producer will not allow any noise or moving of exhibits or exhibit materials after this time. No exhibit may be built or erected to exceed the height limitation or any other limitations as set out in the **Exhibitor's Manual**. Any exhibitor whose display or installation of any kind is in conflict in any way with said rules and regulations will be required to alter the display at his own expense in order to conform with said regulations.

**14. Sound Level.** Mechanical or electrical devices that produce sound must be operated so as not to prove disturbing to other exhibitors. Producer reserves the right to determine acceptability in all such instances.

**15. Lottery/Contest.** The operation of any sort of game of chance or lottery or any device used in connection therewith is permitted only to the extent that it is allowed by local, state or federal law and only on written approval of the Producer.

**16. Personnel and Attire.** Producer reserves the right to determine whether the attire of exhibitor personnel is acceptable. Exhibitor expressly agrees that he will not conduct exhibitor functions in his private rooms during business hours of the exhibition.

**17. Exhibitor Conduct.** Exhibitor only from within his booth or exhibit area must conduct distribution of samples, souvenirs, publications, etc. or other sales promotion activities. The distribution of any articles that interferes with the activities in or obstructs access to neighboring booths or areas or that impedes aisles is prohibited. No article containing any product other than the product or material made or processed or used by exhibitor in his product or service may be distributed except by written permission of the producer.

**18. Obstruction of Aisles or Exhibit Areas.** Producer shall suspend any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' display areas.

**19. Admission.** Producer shall have sole control over admission policies at all times. There shall be no age restrictions on public shows.

**20. Employment Exhibits.** Exhibits for the purpose of soliciting prospective employees and recruiting activity of any kind are specifically prohibited.

**21. Termination of Exhibition.** In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of the producer, unfit for occupancy, or in the event the holding of the exhibition or the performance of producer under the contract (of which these rules and regulations are a part) are substantially or materially interfered with by virtue of any causes not reasonably within the control of Producer, said contract and/or the exhibition (or any part thereof) may be terminated by Producer. Producer shall not be responsible for delays, damage, loss, increased cost, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of the Producer. If Producer terminates said contract and/or the exhibition (or any part thereof) as foresaid, then Producer may retain such part of the exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Producer" shall include but not by way of limitation: fire, casualty, flood, epidemic, earthquake, hurricane, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil disturbance, strike, lock-out, boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel failure, impairment or lack of adequate transportation facilities, inability to obtain, condemnation, requisition, or commandeering of necessary supplies or equipment, local state or federal laws, ordinances, rules, orders, decrees, regulations, whether legislative, executive or judicial and whether constitutional or unconstitutional or act of God.

**22. Resolution of Disputes.** In the event of a dispute or disagreement between or among any of the parties including an exhibitor, official contractor, a labor union, a labor union representative or Producer, it shall be the responsibility of the Producer to interpret the rules and regulations governing the exhibition. Any action or decision made by the producer concerning any such dispute or disagreement shall be binding upon the exhibitor and/or any other party concerned in the matter.

**23. Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by the Producer. All incoming goods and exhibits must be plainly marked and all charges prepaid.

**24. Care and Removal of Exhibits.** Producer will maintain the cleanliness of all aisles. Exhibitor must at his own expense keep exhibits clean and in good order. All exhibits must remain fully intact until the exhibition has officially ended. Exhibits must be removed from the building by the time specified in **Exhibitor's Manual**. In the event exhibitor fails to remove his exhibit, or any part thereof, in the allotted time, the Producer reserves the right, at exhibitor's expense, to ship the exhibit through a carrier of the Producer's choosing or to place the same in a storage warehouse subject to the Producer's disposition or make such other disposition of this property as it may deem desirable without any liability to the Producer.

**25. Photography.** The photographic rights for the exhibition are reserved to the Producer. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must apply to the Producer, whose permission shall not be unreasonably withheld.

**26. Losses.** Producer shall bear no responsibility for damage to exhibitor's property or lost shipments either coming in or going out nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, exhibitor is nevertheless responsible for exhibit space costs. Exhibitor is advised to insure against these risks.

**27. Default.** If the exhibitor defaults or violates any of its obligations under this contract including without limitation any exhibition rule or regulation promulgated pursuant to this contract, the Producer may, without notice, terminate this agreement and retain all monies received on account as liquidated damages. The Producer may thereupon direct the exhibitor to remove its employees and its agents and all of its articles and merchandise and other personal property from the space contracted for and from the exhibition hall.

**28. Agreement to Rules.** Exhibitor, for himself, his employees and representatives agrees to abide by the foregoing rules and by any others set out from time to time or by any amendments that may be put into effect by the Producer, including those specifically set out in the **Exhibitor's Manual** or otherwise promulgated by the Producer.

**29. Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject to a ruling by the Producer. Producer shall have full power in the matter of establishment, interpretation and enforcement of any such additional rule, regulation or amendment. When such a matter is brought to the attention of exhibitor, it shall become part of the rules and regulations governing the exhibition and exhibitors shall be subject to its terms and conditions.



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