

1. assignment of display space

Space will be assigned by the Management. The Management reserves the right to relocate booths at any time for the betterment of the event. The Management reserves the right to accept or reject any agreement, add, delete, remove, and modify any rule or regulation within or prior to the start of said event. No contract shall be in force until signed by the Management. The Management is synonymous with Ocean Promotions/Wick's, Inc.

2. payment for display space

Partial or the entire payment must be made when the display space is requested. All space must be paid for in full sixty (60) days before the opening date of the exposition. Space not paid for by this date will be subject to cancellation and resale by the Management. Space reserved within (60) days of the opening date must be paid for in full at the time application is made.

3. cancellation of display space

An administrative fee in the amount of \$50.00 will be charged for display space cancelled more than 61 days prior to the opening of the exposition. The following refunds of booth space rent will be available only if the event is "Sold out" and booth space is re-rented: Cancellations: Up to 61 days prior.....80% refund, 31-60 days prior.....50% refund, 30-0 days prior.....NO REFUND, and "NO SHOWS" will receive NO refund. In case the exposition shall not be held, for any reason whatsoever, the rental and lease of space to the exhibitor shall be terminated, in which case the limit of claim for damage and/or compensation by the exhibitor shall be the pro rata amount paid.

4. use of display space and operating restrictions

Should an exhibitor/vendor fail to install his/her display within the time limit set for opening the event or fails to comply with any provisions concerning the use of said booth space and operating restrictions, the Management shall have the right of possession of said space and to re-rent same or any part thereof. No exhibitor shall assign, sublet, or share the assigned space. All demonstrations, sales and/or promotional activities, and distribution of merchandise, circulars, and promotional material shall be confined to the limits of vendor space. Any firm or organization not assigned space in the event shall not be permitted to solicit business within the event area. Exhibits which include the operation of musical instruments, radio, sound, motion picture equipment, public address system, or any noise making machines, shall not be permitted to conduct business within the event unless contracted by management. Hawking of consumers is prohibited without previous consent of the Management. Management reserves the right to restrict displays which because of noise, methods of operation or materials, or for any reason, become objectionable, and to prohibit, to order removal of, or to remove any display or merchandise, which in the opinion of the Management is deemed unacceptable or detracts from the general character of the appearance of the event. Failure to comply with these restrictions will result in exhibitor/vendor expulsion, and/or elimination from future events. Exhibitor/vendor shall maintain their assigned booth to be clean, safe, and to present a positive retail appearance at all times.

5. height restrictions

(a) The standard booth equipment has a back wall 8 feet high and division walls 36 inches high, the back wall of booths located along the perimeter of the exhibit hall may extend above 9 feet, as approved in advance by the Management. The back half of the side walls of the booth may extend above the back wall, as approved by the Management.

(b) A piece of equipment or a product that is an integral part of the display, but not of the booth, may extend above the back wall, as approved by the Management.

(c) In no instance will the exhibitor be permitted to install a sign or descriptive placard above the back wall.

(d) The above and any other special or unusual exhibit construction or installation must be approved, in advance, by the Management.

6. installation and removal of displays

(a) All displays must be erected and completely arranged for viewing by the date and hour officially announced for the opening of the exposition, or for official inspection by the Management.

(b) Noisy or unsightly work in any exhibitor's booth area after the above deadline is prohibited during exhibit hours.

(c) Goods received after the opening of the exposition must be delivered to the booth and arranged at times other than official exhibit hours.

(d) Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall or any outdoor exposition area until the exposition has been officially closed without the approval of the management.

(e) The deadline for clearance of all materials from the exhibit hall will be enforced. It is the sole responsibility of each exhibitor to have materials packed, identified, and cleared for shipment by such time.

(f) The management reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store and clear from the premises any display materials, goods, property, or merchandise of an exhibitor who has failed to comply with the above requirement, or to order such work to be done at the sole expense of the exhibitor. All materials must be removed from the exhibit immediately after the close of the exposition. None are to be left overnight.

7. early breakdown or removal of display

The date and times that the exposition is open to the public are listed on the website www.oceanpromotions.info. Ocean Promotions, Wick's, Inc., the Roland E. Powell Convention Center, the host facility, and the Fire Marshall forbid early breakdowns and move-outs.

8. operating restrictions

(a) The Management reserves the right to restrict displays which, because of noise, methods of operation, materials, or for any reason, become objectionable, and to prohibit or remove any displays, which, in the opinion of the Management, detract from the general character or appearance of the exposition.

(b) No firm or organization not assigned space in the exposition will be permitted to solicit business within the exhibit area.

(c) The serving or distribution of alcoholic beverages by exhibitors in any part of the exhibit is forbidden, unless otherwise approved by the Management.

(d) The use of live models, performers, and similar persons within the exhibit area for demonstrations, explanations, etc. shall be subject to the approval of the Management.

9. public policy

(a) Each exhibitor is charged with full knowledge of and compliance with all laws, ordinance and regulations pertaining to health, fire, public safety, and the sale of merchandise to the public including any and all sales taxes - local, state, or federal.

(b) All booth decorations must be flameproofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates neglect in complying with these regulations, or otherwise presents a fire hazard or danger, the Management may cancel all or such part of a display as may be irregular, and effect the removal of same at the exhibitors' expense.

10. care of building and equipment

Exhibitors and their agents shall not deface the walls, floors, or any part of the exhibit building, or booth materials of another exhibitor. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged.

11. exhibitor's authorized representatives

Each exhibitor shall provide the Management, in advance, with the name and title of the person who will be in attendance at the exposition and responsible for the installation, operation and removal of the exhibit. Said representative shall be authorized to enter into such service contracts as may be necessary, for which the exhibitor shall be responsible.

12. liability and insurance

(a) Every reasonable precaution will be taken by the Management to protect property during installation, show period and removal. However, neither the Sponsor of the exposition, the Management, service contractors, building or grounds officials, nor any officers, staff members, or directors of any of the same are responsible for the safety of the property of the exhibitors from theft or

damage by the premises as required. A responsible representative of the exhibitor must be assigned to have custody of all valuable materials and/or products in the booth space during move-in and move-out times. No valuable articles are to be left overnight on move-out.

(b) All property of the exhibitor will remain under his custody and control in transit to, from, and within the confines of the exhibit hall, subject to the rules and regulations of the exposition. Exhibitors are advised to carry appropriate insurance to cover display materials against damage and loss, and public liability insurance against injury to the person and property of others.

(c) Exhibitor/Vendor shall protect Management, and save them harmless from any and all claims for damage or suits which may arise from injury, as well as loss, or damage to property or persons occurring within the space occupied by the exhibitor/vendor. The Management shall not be responsible for the safety of any exhibit or any exhibitor/vendor property in the case of loss by fire, robbery, theft, accident, or any other destructive cause or for any injury that might occur to the vendor, his employees, guests, or customers during the event. Exhibitor/vendor is hereby advised to carry insurance protection covering display materials against damage and loss, and public liability insurance against injury in transit to, from, and within the confines of the exhibit area, subject to the rules and regulations of this event.

13. agreement

(a) By signing the space application the exhibitor agrees to abide by these rules and regulations and the decisions of the Management with the understanding that failure to comply shall result in any agreement, whether written or verbal, to be considered null and void.

(b) Disputes or problems with all vendors and exhibitors will be resolved by the Management. Management's decision is final.

14. force majeure

In the event that this event, on the dates herein specified, is canceled or prevented by reason of any governmental action, war or civil disturbance, act of God, fire, flood, hurricane, Nor'easter, inclement weather, inability to obtain any necessary material or service or other cause beyond the control of either party (event of force majeure) there shall be NO refunds, the risk of the same being solely the burden of the exhibitor.

15. fire extinguishers

Exhibitors using ovens, stoves, hotplates, etc. shall have at least one 4A-40BC, ABC, U/L-approved, chemical fire extinguisher within their booth. Open-flame or charcoal cooking shall not be permitted. (All exhibitors shall have at least one 2A-10CB fire extinguisher within their booth. All inflammable materials shall be fireproof and certificates indicating same shall be available upon request.)

16. exhibitor's signs and merchandise

Signs and or booth decorations shall not extend beyond dimensions of the booth and neither signs, decorations, chairs, cash registers, flags, banners, nor merchandise shall be permitted in the aisles of the event. In addition, exhibitor/vendor must remain within the limitations of his/her assigned space. No vehicles or trailers are permitted inside of the event at any time.

17. state health and fire regulations

Exhibitor/Vendor shall be responsible for knowing and complying with the State of Maryland and Worcester County Health standards and Fire Departments' standards and regulations. Trash shall be placed in trash cans; not stored in back of booths.

18. failure to make payment

If the exhibitor/vendor fails to make full payment when due, he/she forfeits his/her right to the use of event booth space.

19. no smoking

Smoking is NOT permitted in the host facility.

HOLD HARMLESS CLAUSE:

Exhibitor/vendor shall assume all risks incident to or in connection with this Event and shall be solely responsible for damage or injury of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of exhibitor/vendor's operation. Exhibitor/vendor hereby expressly agrees to defend and save Ocean Promotions/Wick's, Inc., its officers, agents, employees, and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the exhibitor/vendor activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of exhibitor/vendor or its officers, agents and employees.