

2018 CinéShow Trade Show: August 29, 2018 – 11:00AM-2:30PM (subject to change)

Terms and Conditions: TRADE SHOW SPACE RENTAL AGREEMENT

- 1) Contract for Space. This application for space in the Exhibit area of CinéShow ("Exhibit Area"), subsequent formal notice of assignment by CinéShow Management ("Management") constitute a contract for the right to use exhibit space ("Space"). In the event of fire, strike, or other uncontrollable circumstances which render the Exhibit Area unfit or unavailable for use or cause CinéShow to be canceled 10 days or more prior to the opening of CinéShow this contract will be binding and any payments on account of Space rental will be refunded. If such event should occur less than 10 days prior to the opening of CinéShow, 75% of the money paid for Space rental will be refunded. Management reserves the right in its discretion to make such modification to the size or configuration of each Space as may be necessary, but any such adjustment shall be made equitably to each Applicant affected thereby.
- 2) Payment for Space. Applications for Space must be accompanied by a deposit in U.S. funds for the full amount contracted for and made payable to Theatre Owners of Mid-America ("TOMA") (which will be credited as payment when Space has been assigned).
- 3) Cancellation Policy. If Space is canceled by Applicant after August 15, 2017, no payment will be refunded. Any space not claimed and occupied at 10:30am Wednesday August 29, 2018, may be reassigned without further notice and without refund of any rental fee(s) paid.
- 4) Rental Space Usage. All exhibits shall conform to all fire and building codes for the City of Addison and the State of Texas. Exhibits and exhibitors shall not do anything of a nature or operation that will annoy or disturb fellow exhibitors' right to exhibit.
- 5) Agreed upon space. Each 8' x 10' booth will be set with 8' high back wall, 3' high side drape, one 6' draped table, two side chairs, one wastebasket and a one-line identification sign. Electrical is not provided, but can be obtained for an additional cost. Plumbing requirements must be self-supplying and contained. Displays shall be placed not to interfere with other exhibitors. Custom signage can be erected at exhibitor's expense, but cannot interfere with other exhibitors' space.
- 6) Exhibitors shall not assign or sublet its space without written permission of management. All activities or sales shall be done in agreed rental space. Exhibitor cannot show merchandise of others than those manufactured and handled by said exhibitor in course of regular business.
- 7) Management reserves the right, at its discretion, to prohibit anything which it determines objectionable that will deter the overall trade show. This right extends to persons, things, conduct, printed matter, displays, etc.
- 8) Restrictions in Operations of Exhibits. Management reserves the right, in its sole discretion, to restrict any exhibit which may, because of noise, method of operation, materials, or any reason become objectionable, and also to prohibit any exhibits which, in the opinion of Management, may distract from the general character of CinéShow as a whole. This right of restriction extends to persons, patrons, things, conduct, printed matter or anything of a character which Management determines in its discretion to be objectionable.
- 9) Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the Hotel, its owners, managers, officers, directors, agents, employees, parents, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include a losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.
- 10) Trade Show Booth set-up services TBD. CinéShow will allow erection of displays by exhibitor as long as all laws and codes are followed.
- 11) Liability. Neither Management nor any of its officers or agents, nor any of its staff members, nor Hilton DFW Lakes Executive Conference Center shall be responsible for the safety of the property of the Applicant from theft, damage by fire, accident or any other cause whatsoever. Each exhibitor shall hold Management, including their officers, directors, employees and agents, CinéShow corporate organizers, Hilton DFW Lakes Executive Conference Center (the "Indemnified Parties") harmless from any indemnity the Indemnified Parties against all losses, liabilities, damages, deficiencies, taxes, costs or expenses of any kind including interest, penalties and reasonable attorneys' fees and disbursements incurred in investigation or defense, whether based in contract, tort, or otherwise, arising at any time and in any manner whatsoever out of or in connection with an alleged or actual act, acts, omission, or omissions by Applicant in connection with any of the business, affairs or activities that are directly or indirectly related to the subject matter of this Agreement, including the rental of Space herein. Exhibitor shall purchase and maintain such insurance, naming CinéShow, TOMA, and the Facility as additional insured, as will protect him from claims which may arise out of or result from the activities of the Exhibitor. Neither the Management nor the Facility shall be responsible for loss of damages occurring to the exhibit or sustained by the Exhibitor from any cause. The Exhibitor, if desired, must obtain such additional insurance.
- 12) Circulation and Solicitation. Distribution of circulars or promotional materials may be made only in the Space assigned to the Applicant presenting such material. No firm organization not assigned Space in the Exhibit Area will be permitted to solicit business within the Exhibit Area. CinéShow exhibitors are requested to inform Management of their knowledge of any such occurrence.
- 13) Amendments and Waivers. This Agreement (consisting of these terms and conditions and the Application on the reverse side of this page), formal notice of assignment of Space, and the full payment of the rental charge constitutes the entire Agreement between Management and Applicant relating to the subject matter hereof. No term or condition may be modified except as specifically made in writing signed by the party against whom enforcement is sought. No express or implied waiver by Management of any default hereunder shall in any way be, or be considered to be, a waiver or any future or subsequent default whether similar in kind or otherwise. If any provision of this Agreement is declared invalid by any tribunal, then such provisions shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement, as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be adjusted, the provision shall be deemed deleted from this Agreement as though such a provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.
- 14) Governing Law/Arbitration. This Agreement shall be governed by the laws of the State of Texas, applicable to agreements made and to be wholly performed therein. In the event any controversy arises between the parties to this Agreement pertaining to the subject matter hereof, the parties agree that the controversy shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in Dallas, Texas. Any award made by the arbitrator(s) shall be final and binding upon the parties hereto, and judgments thereon may be entered in any court of competent jurisdiction. The prevailing party in any such arbitration, as determined by the arbitrator(s) shall be entitled to its reasonable attorneys' fees and costs.