

# Midwest Jewelers Trade Show 2010 Exhibit Space Contract

March 5 - 7, 2010  
Monona Terrace Community and Convention Center  
Madison, Wisconsin

**Note - Please Complete and return to:**

**Midwest Jewelers Trade Show, LLC**  
PO Box 930002  
Verona, WI 53593-0002  
(608) 513-8160

**IMPORTANT:** Sign and return this contract to Midwest Jewelers Trade Show, LLC. We will return a copy with your booth confirmation

Please type or print

**Company Name:**

**Contact Person:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## TERMS

**Payment.** An Exhibitor who fails to pay in full for the booth on or before March 5, 2010 shall forfeit any rights under this contract and shall be responsible for the full amount of the contract.

**Liability and Insurance.** Exhibitor shall have no authority to incur, and shall not incur, any expense, cost, or liability as against Show Management or the Monona Terrace Community and Convention Center, and Exhibitor shall pay all costs and expenses whatsoever in connection with their exhibition, including moving in and out. Exhibitor shall be liable for any and all damage which they may cause to the Monona Terrace Community and Convention Center, in connection with Exhibitor's exhibit. Exhibitor shall maintain such insurance as will fully protect Show management and the Monona Terrace Community and Convention Center from any and all claims of any nature including claims under Workmen's Compensation Act, and claims for damages or loss for property damage and personal injury, including death which may arise from the operations of Exhibitor in connection with Exhibitor's booth rental or any other action or interaction related to this Contract. Exhibitor hereby agrees to and does hereby release the Midwest Jewelers Trade Show, L.L.C., all sponsoring associates, the Monona Terrace Community and Convention Center and all of its officers, directors, employees or personnel of such organizations, from any liability of any nature whatsoever with regard to any loss or damage to Exhibitor's merchandise.

**Destruction of Property.** It is mutually agreed that in case said premises for the Show shall be rendered untenable by fire, unavoidable or inevitable accident, or for any other cause, or in case of any other circumstances which make it impossible for the Show Management to permit said premises to be occupied by the said Exhibitor for the uses herein specified, then and thereon this lease shall terminate and the said Exhibitor shall and does hereby waive any claim for damage or compensation, except the return to the Exhibitor by the show management the prorated amount paid for space for said demised premises.

**Exhibitor Conduct.** Exhibitor, and Exhibitor's personnel are prohibited from sitting, standing, or working aisles or other public areas. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. The fastening of materials to building walls, ceiling, floors, or columns is expressly prohibited. Each and every piece of booth signage must be approved by show management prior to the show. Changes to any part of Exhibitor's contact information must be made in writing. Exhibitor agrees to refrain from any and all unethical criticism of any other exhibitor during the show. Exhibitor agrees that show management may expel any exhibitor violating this rule without refunding of any part of the payment tendered under this contract.

**Use of Space.** All sales, taking of orders for future delivery, conferences, lectures, displays and distribution of literature will be limited exclusively to Exhibitor and must be conducted in a dignified manner within the confines of the leased space. No noise making devices or public address systems shall be allowed without specific approval of Show Management. All exhibits must be attended at all times during the show hours unless arrangements otherwise are made with Show Management. Signage shall not be hung from the ceiling. No exhibit, sign, or display shall be erected which obstructs the view of adjacent vendors. Any sign, display, or exhibit extending beyond three feet from the back wall of the exhibit space shall be limited to a maximum height of three feet. Curved designs must be placed against the back wall of the booth. Show management reserves the right to require the removal of displays which obstruct the view of other exhibits. If your booth is in an end-cap position, back drapes must be pulled back three feet (3') on both sides so as not to obstruct the view of other exhibits. Reminder – the Midwest Jewelers Trade Show is an order taking show. No exhibits may be dismantled before 5:00 p.m. Sunday, March 7, 2010 and must be removed by 11:00 p.m. Sunday March 7, 2010.

**- ADDITIONAL TERMS ON PAGE 2 -**

Care of Space. Exhibitor agrees that nothing is to be attached, nailed, pasted, stapled, or affixed to Monona Terrace Community and Convention Center property. No hand made signs are allowed. Signage must be professionally produced. Exhibitor agrees to care for and keep in good order his or her designated space, and to surrender it at the close of the show in the same condition as it was when taken over. If the space occupied shall be damaged by the participants, his or her employees, patrons, or guests, she or he shall pay such claims as necessary to restore the space to its original condition.

Subletting. Subletting or donating booth space either partially or entirely is expressly forbidden absent the written permission of show management.

General. Midwest Jewelers Trade Show, L.L.C. Reserves the right to decline or prohibit any exhibit or portion thereof, and to permit only such matters or conduct as shall be approved by it. Show Management reserves the right to make changes to location and space changes without advance notice to Exhibitor when Midwest Jewelers Trade Show, L.L.C. Believes that such changes will be of benefit to the show.

Hours. The Monona Terrace Community and Convention Center will be ready for the installation of exhibits at 12:00 p.m. Friday, March 5, 2010, and all exhibits MUST be completely installed by 9:30 a.m. Saturday, March 7, 2010, and remain open for display during the following hours:

**Saturday, March 6, 2010 - 10:00 a.m. to 6:00 p.m.**

**Sunday, March 7, 2010 - 10:00 a.m. to 5:00 p.m.**

Cancellations. Exhibitor may cancel rental contract before December 31, of 2009 and pay only half of the contract amount. Resolution of Disputes. Any dispute, controversy, or claim arising out of or relating to this Contract or the performance of the parties of its terms shall be referred to representatives of the parties for resolution between them, if possible. Such representatives may, if they so desire, consult outside experts for assistance in arriving at a resolution. Any such matter that is not resolved pursuant to the foregoing provisions or otherwise by agreement between the parties will be submitted for resolution by mediation. Any such matter that is not thereafter resolved by mediation shall be referred to and settled by binding arbitration. The arbitration will be held in Madison, Wisconsin, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

Execution of Additional Instruments. Each party hereby agrees to execute such other instruments necessary to comply with any laws, rules, or regulations.

Construction. Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Headings. The headings in this Contract are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of its provisions.

Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Contract shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation.

Rights and Remedies Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Severability. If any provision of this Contract or its application to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Application of Wisconsin Law. This Contract, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Wisconsin, and the Wisconsin Courts.

### To be completed by show management

Accepted Date _____	Total Due _____
Booth Issued _____	Deposit _____
Signature _____ Date _____	Balance _____