

# Rules and Regulations for the Nebraska Boat, Sports & Travel Show

**Exhibit Hours:** Friday February 5th, Noon to 9:00 p.m.; Saturday, February 6th, 10:00 a.m. to 8:00 p.m.; Sunday February 7th, 10:00 a.m. to 4:00 p.m. Building will be open one hour before doors open to the public. Move-in instruction will be sent later with additional information.

**Installation Date:** Beginning 10:00 a.m., Tuesday, February 2nd, 2010

**Removal Date:** On or before 11:00 a.m., Monday, February 8th, 2010

1. **RIGHTS** The rights and privileges granted by Egan Enterprises in this contract are only those stated herein, no part of which shall be sublet or assigned. Solicitations of Boat & Sports Show patrons by Exhibitor or agents of Exhibitor deemed objectionable by Egan Enterprises may be removed, without liability for damage.

2. **OBSTRUCTIONS** Obstructing of visitors passageways, use of public address systems, recorders, gongs, bells or any other objectionable device or method of attracting attention shall not be permitted. Egan Enterprises shall be the sole authority as to what is objectionable and all such decisions shall be final.

3. **EXHIBITS** Any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of Egan Enterprises, public health agencies and all County, State and Federal laws, rules and regulations.

4. **FUNCTIONS** It is understood that Egan Enterprises is merely performing the function of obtaining a location for and promoting The Show. Neither Egan Enterprises, nor any of its agents or employees has made any representations to the Exhibitor beyond those specifically contained in this Agreement. All activities carried on by the Exhibitor or any other party during the course of The Show which are not otherwise restricted by the Agreement shall be the sole responsibility of the Exhibitor.

5. **LIABILITY DISCLAIMER AND INDEMNIFICATION COVENANTS** Egan Enterprises hereby disclaims any and all liability to Exhibitor for damage of any kind allegedly sustained by Exhibitor as the direct or proximate consequence of any negligent act or omission on the part of The Show. The Show and Exhibitor agree that this disclaimer of liability for negligence shall not be construed as releasing and discharging The Show from liability or damage of any kind attributable to a willful, wanton or malicious act of The Show intentionally and knowingly perpetrated or omitted with complete indifference to or conscious disregard for the safety, rights or interests of Exhibitor.

Exhibitor agrees to indemnify and hold harmless The Show, its agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasions by any acts or omissions of Exhibitor, its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Exhibitor, its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the Exposition, its agents, servants or employees exclusively

caused or contributed to such injury or damage.

6. **FORCE MAJEURE** The Show shall not be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, sabotage, or any circumstances for which it is not responsible or which are not within its control. In the event that any such circumstance causes The Show to be canceled, the Exhibitor waives any claims for damages or compensation.

7. **ASSIGNMENT** Exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted, nor permit any other party to exhibit therein any goods, or advertising matter other than those manufactured, distributed or sold by the Exhibitor in the regular course of his business, nor permit and representative of any firm or company not exhibiting to solicit business or take orders in this space.

8. **DISPUTES** Egan Enterprises shall be the final arbiter of disputes between Exhibitors and/or concessionaires.

9. **WATCHMEN** Special watchmen will be provided but The Show assumes no liability for loss or damage.

10. **RULES** The Show shall have full power to interpret or amend these rules. The Show reserves the right to make such rulings as may appear to be in the best interest of The Show, and the Exhibitor agrees to abide by such rulings.

11. **BOOTH CONSTRUCTION** Single booth size will be 10' x 10', unless otherwise indicated on the floor plan which is an official addendum to this contract. The following standard decoration for each booth will be furnished: Three feet (3) high draped side divider, and eight feet (8) high draped backdrop. Each booth will be supplied with a standard 7" x 44" identification sign. For exhibitors using multiple booths, backdrop draperies and side rails will be furnished as requested. Exhibits shall be constructed and arranged so that they do not obstruct the general view nor hide other exhibits. Show regulations require that exhibits and exhibit materials exceeding approximately three feet in height must be confined to the rear of the booth, extending no more than four feet from the back wall. Any portion of the exhibit, including the back or side of a custom built display that is exposed to the adjacent booth or to the public, must be finished with appropriate material or paint.

12. **CARE OF EXHIBIT SPACE** The Show Management will sweep and clean the aisles, but each Exhibitor must keep spaces

clean and in good order. Each booth must be manned during show hours by at least one person. Trash may be placed in the aisles for pickup at the close of the show each evening.

13. **COMBUSTIBLE MATERIALS AND FIRE REGULATIONS** All decorations must be flame-proofed to the satisfaction of the Fire Department. No combustible oils or gases can be used as part of an exhibit.

14. **UNOCCUPIED SPACE** If the Exhibitor fails to occupy the space contracted for, or fails to comply in any other respect with the terms of this agreement, The Show has the right to use such space in any manner without releasing the Exhibitor from paying the sum agreed upon in this contract.

15. **FURNITURE** Furniture including table and chairs may be rented from our decorator. A price list will be sent out 30 days prior to show.

16. **SHIPPING INSTRUCTIONS** All freight and express shipments should be consigned to exhibitor, in care of Lancaster Event Center - 4100 North 84th Street, Lincoln, NE, 68504, attention: Pat Egan, specifying your exhibit number. All shipments must be prepaid.

17. **ASSIGNMENT OF EXHIBITION SPACE** Space will be assigned with due consideration to exhibitor's preference based upon the date of receipt of application along with payment required for deposit. Management reserves the right to rearrange exhibits at any time.

18. **OUTSIDE SPACE** All outside space must be approved The Show Director.

19. **REMOVAL OF EXHIBITS** Nothing will be allowed to leave the exhibit hall before 4 P.M. on Sunday, the last day of the show. All exhibits must be removed by 11:00 A.M. Monday 2/8/10, unless otherwise instructed. Any exhibits not completely dismantled and removed by that time will be removed by the Official Show Decorator at the prevailing rates and charged to the Exhibitor.

20. **PAYMENT FOR SPACE** A 50% deposit is required at time of booth reservation. The remaining 50% is due no later than 30 days prior to show. Checks should be made payable to Egan Enterprises. In the event of cancellation by an Exhibitor, an assessment to cover services performed and other damage relating to the cancellation shall be as follows: After initial assignment of space, there will be a cancellation fee of \$100 per 100 square feet of exhibit space. Cancellation fee 90 days prior to Show opening shall be 50%, 60 days prior to opening shall be 75% and 45 days prior to opening, shall be 100% of the space cost. It is agreed the Egan Enterprises reserves the right to reassign canceled booths. It does not relieve the cancelling show exhibitor from responsibility of paying.