

2011 Senior Expo September 29 & 30, 2011

South Towne Expo Center
9575 S State St, Sandy, Utah
Halls 1 & 2



Terms and Conditions

By becoming an exhibitor at the Senior Expo, Exhibitor agrees to the following terms and conditions:

1. Defined Terms: "Event" collectively means, the event or events, referred to above or on the previous or facing page presented by Salt Lake County Aging Services ("SLCAS"). "Facility" means the venue where the Event is held. "Organizer" means, collectively, SLCAS, its agents, affiliates, representatives, employees and assigns, unless in SLCAS' opinion the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied to exhibit at the Facility or online and agreed to enter into this contract upon acceptance by SLCAS' in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, guests and invitees, as applicable.

2. Contract Acceptance: This contract becomes binding and effective only when it has been agreed to by Exhibitor either through online registration or by mail. We may refuse acceptance of any contract for any or no reason. Notwithstanding anything herein to the contrary, SLCAS may cancel this contract at any time without liability.

3. Assignment of Space: Exhibit Space is assigned on a first come, first served basis as of the date of receipt of application AND payment. Priority for space selection will be given to all Senior Expo Sponsors. SLCAS in its sole and absolute discretion reserve the right and privilege to re-assign an exhibitor to another space without penalty should it be in the best interest of the exhibition.

4. Food Service: No food or beverage of any kind may be brought or delivered into the building. Only pre-packaged food and or beverage samples that are bite-sized and/or less than 2 oz. may be distributed from your booth. All other food/beverage must be purchased through Utah Food Services, the official food vendor at South Towne Exposition Center. Contact Todd at Utah Food Services, (801) 347-4703 for complete guidelines.

5. Booth Placements: SLCAS will attempt to honor all booth placements based on the previous Event if application and payment are made as required by SLCAS. However, SLCAS reserves the right to make alternative booth placement at any time. Offers made as to location of space are not a guarantee. SLCAS shall be the final authority in assigning space. SLCAS reserves the right to determine the eligibility of any company or product for inclusion in the Event. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. SLCAS further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

6. Exhibitor Guidelines: Exhibits shall not obstruct view or hinder the visual access of others. Distribution of printed matter of any kind, and any promotional material is restricted to the Exhibitor's booth. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of the SLCAS and no signs (neon, illuminated, etc.), decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of the SLCAS. Representatives of Exhibitor must remain within the booth. Any and all advertising must be made from your booth. Balloons and stickers are prohibited. Political candidates cannot distribute any material outside of their exhibit space. Strolling entertainment or moving advertisements outside the Exhibitor's space is prohibited. Exhibitors will not be entitled to a refund for any particular exhibit due to the Exhibitor's failure to comply with these regulations.

7. Exhibitor Retail Sales: Sales of any and all products or services during show hours is prohibited. SLCAS has the right to remove any exhibit or exhibitor from the show floor that violates this rule. Medicare Managed Care Providers: A sales representative will be present with information and applications: POS, HMO, PPO, PFFS, PDP.

8. Care of Exhibit Hall & Equipment: No signs or advertising are to be affixed to and nothing shall be hung from any of the walls, columns, doors, etc. of the exhibit hall. Exhibitor will pay SLCAS such sum necessary to restore premises and equipment to their present condition.

9. Sound Devices: The use of devices for mechanical reproduction of sound or music may or may not be permitted in SLCAS's sole discretion. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones. Rules regarding sound devices are outlined in the Exhibitor Service Manual.

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www.seniorexpo.org

10. Exhibit Space Occupancy: SLCAS shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 30 minutes prior to Event opening or leaves its space unattended at any time during the Event, SLCAS shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor even if SLCAS resells the space. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, it must notify the appropriate SLCAS contact immediately. Exhibitors will have access to the Exhibit Hall one (1) hour prior to public opening to prepare exhibit space. Entrance will only be permitted with Exhibitor's badge.

11. Subletting of Space: Exhibitor will not assign or grant to any other party the right to use their booth space without prior written consent of SLCAS.

12. Contractor Services: SLCAS has contracted, on an exclusive basis, JP Display to provide services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services.

13. Exhibitor Service Manual: Prior to the Event, JP Display will provide an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

14. Exhibit Installation and Dismantling Hours: Exhibitor move in is Wednesday September 28, 2011 from 12:00 pm—8:00 pm only. All exhibits must be in place by 8:00 am Thursday September 29, 2011. Exhibitor move out is Friday September 30, 2011 3:00 pm—6:00 pm.

Dismantling: Exhibitor is prohibited from tearing down the booth until CLOSE of show Friday, September 30, 2011 without permission from SLCAS. Violators may be excluded from exhibiting at future Senior Expo's.

15. Cancellation/Refund Policy: No refunds will be given.

16. Cancellation of the Event: If SLCAS cancels the Event due to circumstances beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of Facility), SLCAS shall refund to Exhibitor its rental payment previously paid in full satisfaction of all liabilities of Organizer and Facility to Exhibitor.

17. Fire, Safety and Health: All decoration materials must be **FIREPROOF** and conform to City Fire Department requirements. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. The use of crepe paper or similar materials is forbidden. Exhibitor assumes full responsibility for its compliance with local city, state and federal ordinances, laws and regulations respecting fire, safety, health and regulations of the Exhibit Hall and Organizer. The complete policy is available at www.southtownexpo.com.

18. Security: SLCAS will provide security service for the exhibition and will exercise reasonable precautions for the protection of the property of the Exhibitor. However, the supplying of such service will not be an assumption of any liability of any kind by SLCAS, and the Exhibitor hereby releases SLCAS for any such liability of any loss or damage to the property of Exhibitor.

19. Property Damage: Neither Organizer nor Exhibitor shall be responsible for any loss of or damage to property of the other party, including but not limited to, loss or damage occasioned by theft, fire, smoke, acts of god, public enemy, riot, civil commotion or other insurable casualty, and Organizer and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it will be the responsibility of Organizer and Exhibitor, respectively to secure its own insurance or otherwise protect itself and its property against such loss or damage.

20. Limitation of Liability: Under no circumstances shall Organizer or Facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to SLCAS by Exhibitor for exhibit space at the Event. Organizer makes no representations or warranties express or implied, regarding the number of persons who will attend or the success of the Event or regarding any other matter. Neither Organizer nor Facility, shall assume any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft and shall not make any claims against Organizer or Facility.