

# TUDIZZLE EVENTS LLC TERMS AND CONDITIONS

## **Cancellation Policy**

If an exhibitor desires to cancel all or part of their exhibit space, it must do so in writing to Tudizzle Event LLC. Cancellations prior to August 31st, 2024 will receive a full refund. Cancellations between August 31st and September 15th 2024 will receive a 50% refund. For cancellations September 15th, 2024 or later, there is no refund. If Exhibitor defaults on payment, Exhibitor is liable to EPG Brand Acceleration for collection costs, including reasonable attorney's fees. For returned checks, a \$35 fee is added.

## **Exhibit Set Up and Breakdown**

Please see Vendor Event Kit for exact move in/move out times and dates. Exhibitor agrees to provide, at the exhibitor's expense, all labor for installing and removing exhibiting materials. **No exhibitor shall be allowed to remove any part of their booth until the show is officially closed.** Exhibitors shall be responsible for any expenses incurred by show management caused by their delay in removing their equipment. The exhibitors are liable to the property owner for any damage that may occur to the property during the installation and removal of exhibits as well as during the show. Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.

## **Operation**

The exhibitor will keep their exhibit open and staffed at all times during show hours. All sales activity must be confined to the booth area. Distribution of promotional materials must be confined to the exhibit space. On-site exhibit shall not exceed contracted space. Show management reserves the right to restrict exhibit's appropriate and suitable methods of operation and reasonable noise levels. Management reserves the right to decline or remove any exhibit or contents that are deemed objectionable by show management. Should such eviction or restriction be enforced, show management will not be liable for refunding any fees.

## **Space Condition**

Exhibitors shall be responsible for the space being returned at the end of the show in the same condition as when taken over. In case of damage, the Exhibitor shall pay for such claims as are necessary to restore the space to its original state. Exhibitors agree to conform to the regulations set forth by the appropriate departments of the local jurisdiction (such as Fire, Building and/or Electrical Departments) and the rules set forth by the owners of the facility. All decorations used must be fireproof. Public aisles and areas will be cleaned by the management of the show. Cleaning of booth and display space is the responsibility of each exhibitor. A cleanup fee will be charged companies who leave excessive debris in the space at the close of the show. No helium balloons or food products are to be given away without prior written approval of the Management.

## **Insurance**

Show management will take all reasonable precautions to protect the exhibitor's property but will not be responsible for loss or damage. Exhibitor agrees to save the exhibit hall owner, employees and show management and their agents and employees free and harmless of and from all claims, demands, damages, and liability whatsoever kind and character asserted by the person or persons on account of any loss or damage to the property, or injury or death of any persons occurring upon or about the leased premises arising out of the use of leased premises by the exhibitor. Exhibitors shall carry and maintain insurance during the show, including move-in/move-out days at their own cost and expense. Personal injury and property damage insurance coverage under policies of general public liability, auto and workers compensation with limits of at least \$1,000,000 combined single limit for bodily injury and property damage are required. Prior to move-in, exhibitor must provide a certificate of insurance naming Tudizzle Event LLC and its agents as additional insured.

## **Licenses**

Any and all City, County, State or Federal licenses, inspections, or permits required by law of any Exhibitor in the installation or operation of the display shall be obtained by the Exhibitor at their own expense prior to the opening of the show. Exhibitor agrees to obtain, at its own expense, any licenses or permits from government bodies which may be required for the operations of Exhibitor's trade of business during the show and to pay all taxes that may be levied against Exhibitor as a result of the operation and business during the show. By law, exhibitors are required to obtain a tax and/or business license for each state in which they participate prior to exhibiting.

## **Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, labor unrest/labor strikes, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **Liability**

Although Security will be furnished, neither Tudizzle Events LLC, nor the Facility in which the exhibits are held can or will be responsible for damage to, loss, or theft of property belonging to any exhibitor, his agent, employees, business invitees, visitors or guests. Small and valuable exhibit material should be packed away each night. Exhibitor agrees to protect, save and hold EPG Brand Acceleration and/or any person, organization or corporation for who Tudizzle Events LLC contracts to serve as show management and/or the facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons, or entities, as well as to strictly comply with the applicable terms and conditions contained in the contract agreement between the facility and EPG Brand Acceleration regarding the exhibition premises; and, further, exhibitor shall at all times protect, indemnify, save and hold EPG Brand Acceleration and/or any person, organization or corporation for who Tudizzle Events LLC contracts to serve as show management and/or the facility forever harmless against and from any losses, costs (including attorneys' fees), damage, liability, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof, except for those matters directly caused by the negligence of the foregoing indemnified person or entities. Tudizzle Events LLC management reserves the right to add or delete spaces, and to move Exhibitors to facilitate crowd control, safety regulations, or for other reasons at the discretion of the management. This agreement does not reserve for, nor guarantee to the Exhibitor any space, a specific area or space priority, right of first refusal or any other manner of participation in any future show.