



## RULES AND CONDITIONS

Any use of the RivahFest trade name, trademark logo, service mark or symbols is strictly prohibited. The sale of any and all RivahFest souvenir products will be limited to the RivahFest committee already engaged in such sales. Management reserves the right to grant special exceptions.

### Definitions:

Exhibitor means signer of agreement-whether sole proprietorship, partnership, joint venture, corporation, etc. Management means Members of the RivahFest Steering Committee.

### Rules and Conditions of the Event:

1. Use of Rented Space. Management grants to Exhibitor and its agents and employees the exclusive use of the space, as confirmed by the Management on the face of this Agreement, for purposes of exhibiting and selling during the term of Exhibitor's lease and hours indicated above, as well as reasonable access thereto for purposes of setting up prior to opening hours and tearing down after closing hours, as Management deems advisable. (No sharing of booths will be permitted.)
2. Use of Common Areas. Management grants to Exhibitor and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others for purposes of passage during the term of Exhibitor's lease and for such reasonable times before and after exhibit hours as Management deems advisable, subject to the rights of Management set forth in Paragraph 3 below. (Common areas may not be used for displaying or selling merchandise.)
3. Management and Operation of common Areas. Management will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Management to be reasonable and appropriate and in the best interest of the RivahFest. Management will have the right to (a) establish, modify and enforce reasonable rules and regulation with respect to the Common Areas: (b) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof: (c) close any or all portions of the Common Areas to such extent as may, in the opinion of Management, be necessary to prevent personal injury or property damage, and (d) do and perform such other acts in and to the Common Areas and improvements therein as Management shall determine to be advisable.
4. Exhibitor's Waiver and Release, etc. Exhibitor hereby waives and releases any and all claims or demands of any nature whatsoever on its own behalf, and on behalf of any insurer which may be subrogated to the rights of Exhibitor, for injury, loss or damage (including, without limitation, loss of proceeds and consequential damages and damage to property of the Exhibitor) against Management. Exhibitor agrees to protect, defend, identify and hold harmless Management from liability or injury, loss damage or expense arising out of Exhibitor's Acts or Omissions, or those of its agents or employees.
5. Management's Reservation of Rights. Management reserves the right to (a) allocate and assign specific space or booth(s) to Exhibitor: (b) limit the amount and restrict the types of antiques and collectors' items offered for sale or exhibited by Exhibitor in order to achieve a balance and variety in the RivahFest: (c) cancel this Agreement without liability to Exhibitor, in which event Exhibitor's deposit shall be returned forthwith, provided Exhibitor is not then in default: (d) determine and provide whatever security, if any, it considers appropriate under the circumstances, in its sole discretion, but Management shall not be responsible or liable to

Exhibitor for loss in the event of a failure of such security; and (e) promulgate, without prior notice, additional rules and regulations with Management, in its sole discretion, considers necessary for the conduct and operation of the RivahFest.

6. Exhibitor's Warranties. Exhibitor warrants that (a) all sales made will be unconditionally guaranteed; (b) items, of which Management requests removable from sale or exhibition, will be promptly removed; (c) it will comply promptly with all rules and regulations of any governmental unit or of the facility in which the RivahFest is conducted; (d) dollar tables or any other type of discount selling will be offered or permitted; (e) Exhibitor's booth will be staffed during all hours that RivahFest is open to the public; (f) it will defend, indemnify and hold Management harmless with respect to any claim arising out of or relating to the acts or omissions or porters an other laborers are, in fact, or considered to be, employees of Management; (g) it will pay all costs and expenses, including reasonable attorney's fees, incurred by Management seeking to enforce any provision of the Agreement; (h) all taxes levied by either Federal, State, City or County on rental space shall be paid by said Exhibitor.

7. Exhibitor's Cancellation Rights. Exhibitor may cancel the Agreement at any time upon written notice to Management. If not then in default, Management must receive written notice at least forty-five (45) days prior to the starting date of Exhibitor's lease. If notice of cancellation is received less than forty-five (45) days prior to the starting date of Exhibitor's lease, then Management shall be entitled to the full amount of the booth rent, less the amount received, if any, by leasing the booth to another Exhibitor.

8. Caption, Governing Law and Oral Representation. The captions of the paragraphs herein are inserted as a matter of convenience only and in no way shall they define, limit or describe the scope of the Agreement which is to be construed and enforced in accordance with the laws of the Commonwealth of Virginia; and no oral agreements in conflict with or in addition to those set forth herein shall be binding upon either Exhibitor or Management or its successors and assigns.