

KESSLER PROMOTIONS INC.

RULES & REGULATIONS:

1. **RULES & REGULATIONS** – The following rules and regulations are the exhibitor’s contract and each exhibitor shall be bound by such rules and regulations set forth herein and by amendments or additional rules and regulations which may be established by Kessler Promotions Inc.
2. **EXHIBITS** – Kessler Promotions Inc. reserves the right to determine the eligibility of any company or product for inclusion in the Exhibit and may reject its inclusion at its sole discretion. Lotteries, drawings, guessing games or prize contests of any kind sponsored by the individual Exhibitors are subject to Kessler Promotions Inc. Display material must be confined to the individual Exhibitor own booth area. No place cards, stickers or other signs relating to unpaid exhibiting firms are allowed in individual exhibits or anywhere else in the show. No horns, bells alarms or flashing lights will be permitted to be operated. No amplifiers, television receivers or loudspeakers may be operated in the individual exhibits except with the signed approval of Kessler Promotions Inc. No advertising or printed material which in Kessler Promotions Inc. opinion is undignified or otherwise objectionable shall be distributed. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these Rules and Regulations and any other rules communicated by Kessler Promotions Inc. to the Exhibitor. Kessler Promotions Inc. reserves the right to reject, eject or prohibit any exhibit in whole or part or the Exhibitor or his representative with or without giving cause. If the Exhibitor is ejected by Kessler Promotions Inc. there shall be no return of any amount paid by the Exhibitor.
3. **PAYMENT OF SPACE** – No exhibit will be permitted to be placed in the exhibition space until full payment has been made.
4. **SUBLETTING OF SPACE** – No exhibitor shall assign or sublet the whole or part of the space allotted to exhibitor therein, any programs or services other than those specified in the contract for exhibit space unless such is pre-approved in writing by Kessler Promotions Inc.
5. **SALE OF MERCHANDISE** - There shall be no selling of food or drink by exhibitors unless approved by Kessler Promotions Inc. Merchandise sales must comply with all local, state and federal regulations.
6. **LIMITATION OF LIABILITY** - The Exhibitor agrees to hold the facility and Kessler Promotions Inc. harmless and blameless and will make no claim for any reason whatsoever including negligence, against Kessler Promotions Inc., its officers, agents and employees or the lessors or owners of the Facility for loss, theft, damage or destruction of property nor for any injury to its employees agents or invitees while in --

-- the Facility. Each Exhibitor shall purchase its own insurance coverage sufficient to insure against any possible liability.

7. **CARE AND STAFFING OF EXHIBITS** – All covering of exhibits must be removed and exhibitor staff must be on duty not later than one half hour PRIOR to the published opening hours of the show. Conversely, exhibitor personnel are mandatory. Exhibitors failing to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid. In addition, Kessler Promotions Inc. may use said space in such manner as it may deem in the best interest of the Show. Management may also, at the direct expense of any negligent exhibitor, employ persons to staff any un-staffed exhibit. Liquidated damages of \$50 per hour will be imposed or levied upon any exhibitor for each and every hour or part thereof, that any exhibit is left without staff. We recommend that two people be available to staff booths for meals, breaks, etc. No more than four representatives should occupy a booth at one time.
8. **DEFAULT IN OCCUPANCY** – Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied; Kessler Promotions Inc. may possess such space for such purposes as it may see fit, which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by Kessler Promotions Inc. shall not be deemed as a waiver with respect to such provision after demand by Kessler Promotions Inc. for strict performance of this agreement.
9. **COMPLIANCE WITH LAWS** – Exhibitors shall not engage in any display, publication, performance or its representatives or employees, engage in any lewd display, publication or performance. Exhibitor shall comply with any rules promulgated by owners or manager of the Trade Show premises and Kessler Promotions Inc.
10. **NO GUARANTEE OF ATTENDANCE** – Kessler Promotions Inc. does not guarantee specifics volumes or levels of attendance at the Trade Show. Moreover, traffic by a specific exhibit is a function of the particular exhibit and not a responsibility of Kessler Promotions Inc.
11. **FIRE AND SAFETY LAWS** - Exhibitors are responsible for complying with all Federal, State and City laws. Wiring must comply with fire department and underwriters rules. Smoking in exhibits is forbidden. Crowding will be restricted. No exhibitor shall bring into the facility any combustibles. All decorations must be flame proof and an avadavat including such flame proofing must be available for inspection by Fire Department Representatives.
12. **TEAR DOWN** – NO Displays are to be DISMANTLED PRIOR TO THE END OF THE SHOW. Any exhibitor dismantling prior to the end of the show shall pay liquidated damages of \$100.00.
13. **LABOR** – The Exhibitor must comply with union work rules where applicable and provide workmen’s compensation coverage where applicable, all at its own expense.

14. **INSURANCE** – Fire, loss theft and personal liability insurance must be procured by the Exhibitor at its own expense.
 15. **ATTENDANCE** – Kessler Promotions Inc. shall have sole control over attendance policies at all times.
 16. **RESCHEDULING OF EVENT POLICY** – Certain events can pre-empt a show. IF the Exhibit is not held within five years of the original dates all Exhibit fees will be returned subject to Section 18 below.
 17. **CANCELATION OF EXHIBIT SPACE** – In the event of cancellation by the Exhibitor, or failure to exhibit the fees will not be refundable.
 18. **ACTS OF GOD, FIRES, STRIKES, ETC.** – In the event that any outside cause such as war, in or outside the United States of America, fires, strikes or Act of God such as an earthquakes or other emergency prevents the Exhibit from being held Kessler Promotions Inc. may retain such part of Exhibitors rental as shall be required to compensate management or the facility for expenses incurred up the time such contingency shall have occurred.
 19. **AMENDMENT TO RULES** – Any and all matters or questions not specifically covered by the preceding Rules & Regulations shall be decided solely by Kessler Promotions Inc. These Standards may be amended at any times by Kessler Promotions Inc. without notice and all amendments so made shall be binding on the Exhibitor.
 20. **ATTORNEY'S FEES AND COSTS** – In the event of the use of an attorney by Kessler Promotions Inc. to enforce any part of the contract all cost including reasonable attorney's fees will be paid by the Exhibitor.
 21. **ENTIRE CONTRACT** – This instrument contains the entire Contract between the parties relating to the subject matter hereof which are not set forth herein. No modification of this Contract shall be valid unless made in writing and signed by the parties hereto.
 22. **CHOICE OF LAW** – This contract shall be governed by and construed in accordance with the laws of the State of New York.
 23. **USAGE** – As used herein the masculine, feminine and neuter gender and the singular and plural numbers, shall each be allowed to include the other unless the context clearly indicates to the contrary.
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