

Show Rules and Regulations

CANCELLATION BY VENDOR

IF **WRITTEN** NOTICE OF CANCELLATION IS RECEIVED 30 DAYS PRIOR TO SHOW MOVE-IN. THE VENDOR'S TOTAL PAYMENT FOR THAT EVENT WILL BE RETURNED. IF **WRITTEN** NOTICE OF CANCELLATION IS NOT RECEIVED WITHIN 15 DAYS PRIOR TO SHOW MOVE -IN, 50% OF THE PAYMENT FOR THE EVENT IS FORFEITED. IF **WRITTEN** NOTICE OF CANCELLATION IS NOT RECEIVED BEFORE THE EVENT, THE FULL PAYMENT FOR THAT EVENT IS FORFEITED.

CANCELLATION OF EVENT

NOSTALGIA DAYS, INC. HAS THE RIGHT TO CANCEL THE SHOW FOR ANY REASON 30 DAYS PRIOR TO SHOW MOVE-IN WITHOUT LIABILITY ON THE PART NOSTALGIA DAYS EVENTS. IF A THE SHOW IS CANCELLED, NOSTALGIA DAYS SHALL BE LIABLE ONLY FOR THE RETURN OF THE VENDOR'S DEPOSITS AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE SUFFERED BY THE VENDOR

VENDOR HOURS AND INFORMATION

Vendors may be allowed access a minimum of one and one-half (1 ½) hours prior to show opening. Vehicular access to your booth is allowed for up to one (1) hour after show closing. Vehicular access to your booth prior to show opening may be limited. (Please refer to show confirmation letters.) Show hours may be modified at the discretion of Nostalgia Days, Inc. during the event. The vendor will be notified of change in hours. Vendors will keep their exhibit open and staffed at all times during show hours. LATE SETUP OR EARLY TEARDOWN OF EXHIBIT WILL AFFECT BOOTH LOCATION AT NOSTALGIA DAYS EVENT.

CREDENTIALS

All credentials will be issued at show move-in, providing booth space has been paid in full. Four weekend credentials will be issued for 10' of space. Two complimentary one-day passes will be issued to each vendor. Two parking passes will be issued for first 10' of space. One additional parking pass will be issued for each additional 20' of booth frontage thereafter. Restricted parking passes must be used for vehicle display in your booth or for vehicle parking behind booth. Restricted parking passes will be issued at show management's discretion and may be revoked at show management's discretion. Additional tickets may be purchased at a reduced rate.

LIABILITY

Neither Nostalgia Days, Inc., The City of Zion, Zion Park District; their sponsors or agents; the show facilities; host cities, counties nor states are responsible for injury, loss or damage from cause whatsoever that may be suffered by a vendor, employee of the vendor or property belonging to the vendor or vendor's employee. The vendor, upon signing this contract, expressly releases the foregoing named individuals and employees from all claims for such loss, cancellation, damage, or injury. Nostalgia Days, Inc. and/or the show facility assumes no responsibility or liability for goods delivered to the fairgrounds, or for materials left in a facility building or on the grounds after closing hours.

SECURITY

Show management provides guard service for surveillance of the premises. The officers are not responsible for watching vendors' booths. Nostalgia Days, Inc. is not responsible for damaged, lost or stolen merchandise. If products are not securely fastened to the display, we suggest you remove them when the exhibit is not occupied.

TENT/FURNITURE/ELECTRICAL SERVICE

Forms will be mailed with your confirmation. Please note, electrical work must be performed by qualified and licensed workmen as designated by Nostalgia Days, Inc.

NO BEVERAGES CONTAINING ALCOHOL WILL BE SOLD.

Apparel vended at the event must be only of the company whose products are represented in vendor display. Show management reserves the right to limit or restrict the selling of apparel by any vendor at the discretion of the show management. This includes any product which the show management considers objectionable to the show's well being. Absolutely no free "giveaways" of any apparel by any vendors in the Nostalgia Days event will be allowed. All trademarks and copyrights apply as clarified in the "Trademarks" section of the show rules.

TRADEMARKS

NOTICE: CERTAIN TRADEMARKS AND COPYRIGHTS ARE THE PROPERTY OF NOSTALGIA DAYS, INC. AND/OR THE CITY OF ZION. AND CANNOT BE REPRODUCED IN ANY MANNER ON ANY MERCHANDISE, SOUVENIR ITEM OR APPAREL BY ANYONE OTHER THAN NOSTALGIA DAYS, INC. OR ITS LICENSEES. Exclusive rights on the show titles and event logos are the sole property of Nostalgia Days, Inc. Any specific reference to the events is an infringement of copyright and/or service or trademark rights and cannot legally be used without the express written permission of Nostalgia Days, Inc. By signing this

agreement, vendor represents his/her company will not knowingly violate any copyrighted trademark statutes with respect to items sold or displayed in vendor's booth.

LICENSING FEES, TAXES AND LOCAL REGULATIONS

The Vendor acknowledges that said vendor is and agrees to be solely responsible and to hold the Nostalgia Days, Inc., all show sponsors and the officers, directors, employees and volunteers thereof harmless and indemnified with respect to any locally or nationally required licensing fees or taxes whether governmentally imposed or otherwise. Said fees may include, but are not limited to, local merchant's certificates, local transient merchant's certificates, state licensing requirements for sales tax or merchant's certificates, music licensing fees, county taxes, corporate trademark licensing fees or other like fees.

Any and all restrictions and/or levies enforced or imposed by the show facilities; host cities, counties, or states must be observed by the vendor. Nostalgia Days, Inc., its staff and participating co-sponsors assume no responsibility for any levies imposed on any vendor. Vendors must conform to all rules and regulations in effect at the show facilities as set forth by the cities and counties, including the fire departments, police departments and/or the building and safety departments.

BOOTH SPACE LIMITATIONS

Exhibits must remain within the confines of booth space(s). Maximum depth of booth is 20'. If you need additional depth, an additional charge may be added.

DIMENSIONS OF EXHIBIT SPACES WILL BE STRICTLY ENFORCED! No vendor is permitted to erect signs or display products in such a manner as to obstruct the view, cause injury or adversely affect the displays of other vendors or persons in attendance. **USE OF INFLATABLES MUST HAVE PRIOR WRITTEN APPROVAL BY THE SHOW MANAGEMENT.**

No bolts, screws, hooks or nails are to be driven into or attached to the wall or the floor of any structures on the show facilities' grounds. Vendors are forbidden to have any portions of their exhibit obstructing any aisle, walkway or street. All drapes, hangings and decorations must be professionally fireproofed and subsequently approved by the fire marshal. Advance approval must be granted in writing for the installation and use of any apparatus operated by any gas, liquid or other such material. Fire Alarm boxes, fire hose cabinets and fire extinguishers must be in full view at all times. Vendors are cautioned and instructed to avoid blocking from view any firefighting equipment. Do not apply decals or other stick-on display materials to floor, halls, walls or buildings. Violators will be responsible for removal of any stick-on materials and charged for clean-up at the rate of \$25.00 per hour.

GENERAL INFORMATION

No booth may be sublet to any other party. No exhibits or non-related materials bearing any form of advertisement other than that contracted for in the space occupied can be displayed.

The show management reserves the right to restrict exhibits to suitable methods of operation and display of materials. If you display or sell any products or services that you have not listed on this contract, show management reserves the right to restrict or suspend said sales at their discretion. If, for any reason, an exhibit or its contents are deemed objectionable by the show management, the exhibit and vendor may be removed at the discretion of the show management. Objectionable items may include persons, conduct, noise level, printed material or any item of poor character which the management considers objectionable to the show's well being. Firearms, political material, or religious materials cannot be sold or distributed at the events. In the event an eviction or restriction is enforced, the management will not be liable for refunding fees paid for exhibit rental.

Attendants, models and other employees must confine their activities to booth space occupied by the vendor. This includes the distribution of handouts, literature and any other promotional materials to be used by the vendor for his sales and/or services.

Vendors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense.

A waiver by Nostalgia Days, Inc. of any provision of this agreement or the show rules and regulations cannot be considered as a waiver of any other provision of this agreement, show rules and regulations. The voiding of any portion of this agreement does not void the entire agreement.

If it becomes necessary to employ or to utilize legal counsel for any reasons associated with the vendor's actions or exhibit, the vendor agrees to pay all attorneys' fees and all court costs associated with any such legal action.

Any litigation that may arise out of this contract will be filed and heard in Superior Court, Lake County Illinois.

NOSTALGIA DAYS, INC. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES. Any matters not specifically covered are subject to decision by Nostalgia Days, Inc. management. Management reserves the right to make changes, amendments, and additions to these rules as considered advisable for proper conduct of the event(s), with the provision that all exhibitors will be advised of any such change.