



# Senior Expo

October 10 & 11, 2019

## Contract Terms & Conditions

1. Vendor is responsible for, and must obtain, all permits and licenses required to participate in the show, including a sales tax permit and clearance from the Utah Department of Health and Welfare, as applicable.
2. Vendor's exhibit materials must meet fire and safety regulations. Authorities may confiscate or remove any non-conforming materials.
3. Vendor will not use, store or transport any hazardous materials at show.
4. "Only" food allowed is individual pre-packaged small treats.
5. Vendor will not cause or permit beer, wine, liquor or any other alcoholic beverage of any kind to be sold, given away or used at the show.
6. No smoking is permitted at the facility hosting the show (the "Facility").
7. Parking at the Facility is limited to areas designated for Vendor's employees, agents and representatives.
8. Exhibits must be fully set-up by **8:00 pm on Wednesday, October 9, 2019**. Vendors will be allowed to set-up from **2:00pm to 8:00pm on Wednesday, October 9, 2019**.
9. Vendor's exhibit must be open and staffed during all show hours: **Thursday, October 10, 2019, 9:00am to 6:00pm & Friday, October 11, 2019, 9:00am to 6:00pm**.
10. **Vendor may not dismantle its exhibit until after the show closes on Friday, October 11, 2019, at 6:00pm**. Vendor must dismantle and remove its exhibit from the Facility by **10:00pm, Friday, October 11, 2019**. SeniorLeaf may remove and dispose of any exhibit materials remaining after this deadline at its discretion and without liability to Vendor.
11. SeniorLeaf does not guarantee attendance or booth traffic at the show.
12. Vendor may not sublet or reassign booth space without written permission.
13. Vendor will display only those products specified in the application, if required, unless prior written approval is given by SeniorLeaf at its discretion.
14. All audio or visual media played or displayed in Vendor's exhibit may be used in accordance with copyright requirements owner as required by law.
15. Vendor's exhibit will not visually, physically or audibly disturb aisles or adjacent vendors. (No side walls over 4 feet.)
16. Vendor will not attach any materials to columns, walls, floors or any other part of the Facility or to any furniture at the Facility. Banners may be attached with zip- ties or twine. Vendor will return its exhibit space to prior set-up condition or better.
17. SeniorLeaf may suggest modifications to any exhibit, in part or in whole, at its discretion.
18. SeniorLeaf will assign booth space at its discretion and may change any booth assignments. Booth assignments will be posted the morning of set-up.
19. This contract is non-cancelable by Vendor. If due to unforeseen circumstances Vendor is unable to participate in the show, Vendor will provide reasonable advance notice to SeniorLeaf. There will be a credit to next year's show or towards another Expo in Utah.
20. Vendor is responsible for any loss, theft or destruction of its goods or property caused by vendor's negligent or intentional conduct while at the show. To the fullest extent allowed by law, SeniorLeaf and the owner/operator of the Facility, and their respective officers, directors, members, employees, agents and representatives, are not responsible for the acts or omissions of any security equipment or security personnel.
21. Vendor hereby grants SeniorLeaf and its designates the right to use photographs, audio/video creations or other renderings of Vendor's exhibit space at the show for an unlimited period of time for its own purposes without compensation.
22. Vendor may not use the logo for the show or any other tangible or intangible property of SeniorLeaf or the owner/ operator of the Facility without prior consent.
23. Vendor shall protect, indemnify, defend and hold harmless SeniorLeaf, the owner/operator of the Facility and any person associated with the sponsorship or administration of the show, and their respective officers, directors, members, employees, agents and representatives, (collectively, the "Indemnified Parties") for, from and against any third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, legal fees and disbursements, and accountants' fees and disbursements, incurred by, borne by or asserted against any of the Indemnified Parties that relate to, arise out of or result from Vendor's gross negligence or intentional misconduct.
24. IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO VENDOR OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS OR GOODWILL, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OR KNEW OF THE POSSIBILITY OF THE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES EVEN IF ANY REMEDY UNDER THIS CONTRACT FAILS OF ITS ESSENTIAL PURPOSE.
25. If all or any portion of the show is not held due to war, fire, strike, government regulation or restriction, natural or public catastrophe or any other event of force majeure, SeniorLeaf will refund to Vendor any prepaid amounts on a pro rate basis.
26. By entering into this contract, the parties do not intend to undertake a joint venture. Neither party will be the agent of the other and neither party will have any authority to create or assume any obligations whatsoever in the name of the other party or on its behalf. This contract establishes a business relationship between Vendor and SeniorLeaf. Vendor hereby acknowledges that Senior Leaf may communicate with Vendor via fax, email, telephone, U.S. mail or any other method. Vendor may opt out of receiving these communications at its discretion.
27. The substantially prevailing party in any suit, action or proceeding brought in connection with this contract will be entitled to payment by the other party of all attorneys' fees, collection costs, court fees and other expenses incurred by the substantially prevailing party, regardless of whether incurred before or after judgment. All notices under this contract must be in writing. Notices will be effective if delivered personally, mailed by certified mail (return receipt requested) or delivered by recognized commercial courier addressed to the other party at their last known business address. This contract and any interpretation thereof will be governed by the laws of the State of Utah. Facsimile signatures will have the same legal effect as original signatures. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and neither party will be bound by any terms, conditions or representations not set forth in this contract. Neither party will be bound by any oral agreement or special arrangements contrary to the terms and conditions of this contract, and no agent or employee of Senior Leaf has the authority to vary any of the terms and conditions of this contract, except pursuant to a duly authorized and executed written amendment or waiver to this contract. If any portion of this contract is declared invalid under applicable law, such declaration will not affect the remaining terms of the contract, all of which will remain in full force and effect.