

PLEASE RETURN THIS COMPLETED FROM TO:
 New Orleans Home & Garden Show
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2018 EXHIBIT SPACE APPLICATION/CONTRACT

SHOW DATES : MARCH 9 - 11, 2018 MERCEDES-BENZ SUPERDOME

COMPANY NAME _____
 CONTACT _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____ FAX _____
 EMAIL _____
 WEBSITE _____

EXHIBIT SPACE

1st BOOTH CHOICE	BOOTH SIZE
2nd BOOTH CHOICE	BOOTH SIZE

PRICES ARE SUBJECT TO CHANGE

OFFICE USE ONLY

EXHIBIT SPACE COST: _____
 CORNER CHARGE: _____
 TOTAL: _____

EXHIBIT SPACE RATES:
 \$17.50 per sq./ft.
 \$18.50 per sq./ft. Direct Sell
 \$150.00 per corner premium charge

PRODUCTS / BRANDS / SERVICES DISPLAYED

PAYMENTS

PLEASE FIND MY CHECK ATTACHED [PAYABLE TO THE ABOVE SHOW] AMOUNT \$ _____

OR CHARGE TO MY: VISA MASTERCARD AMEX DISCOVER AMOUNT \$ _____

CREDIT CARD ACCT. NO.:

EXPIRATION DATE: / CVC#: _____ BILLING ZIP CODE: _____

CARD HOLDER NAME (PLEASE PRINT) _____ SIGNATURE _____

CHECK ONE: If neither option is checked, credit card given will be automatically charged on the dates listed below.

I authorize the NOHGS to process the second and final payments on the given credit card on September 29, 2017 & January 12, 2018

Please invoice me. Second and final payments will be due on September 29, 2017 and January 12, 2018

PAYMENT SCHEDULE

33% deposit (of total) due upon receipt of contract.
 Second payment (33% of total) due September 29, 2017
 Balance payment (34% of total) due January 12, 2018
 100% payment due if reserving space after January 12, 2018

PLEASE NOTE:
 Exhibit space contracted is subject to cancellation unless payments are received by deadlines listed above. To avoid cancellation and/or relocation please issue payments by deadlines.
 PLEASE NOTE: RATES ARE SUBJECT TO CHANGE

I/We hereby apply for exhibit space in the above-named show. If accepted, I/we hereby agree to abide by the show terms, conditions, and regulations printed on the reverse side of this form.

Please check box if you have agreed to these terms.

X _____ **SIGNATURE** _____ **DATE** _____



Brought to you for 63 years by

New Orleans Home & Garden Show

Terms and Conditions of Application / Contract

1. AGREEMENT

THIS AGREEMENT made by and between the "EXHIBITOR", and the New Orleans Home & Garden Show, hereinafter referred to as "NOHGS."

2. EXHIBITOR COVENANTS

a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire, and police departments and any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show. b) The Exhibitor agrees to abide by all the rules and regulations governing the Show established from time to time by NOHGS, including rules and regulations set forth in the Exhibitor Manual. c) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space. d) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies NOHGS that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of NOHGS is obtained. e) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor, or its agents, representatives or employees is prohibited with the express written consent of NOHGS. The Exhibitor agrees to indemnify and save harmless NOHGS and the facility (and their respective officers, directors, employees, insurers, agents, representatives, and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities, and damages (including legal fees and expenses) cost and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees, and those for whom the Exhibitor is responsible in law. f) The Exhibitor agrees to occupy the contracted exhibit space during the Show hours and to sell, promote or advertise only the products and services described in the license agreement.

3. CONDUCT

a) The Exhibitor shall conduct the operation of the exhibit or display in a quiet and orderly manner at all times, and shall keep the exhibit area neat, clean and free from rubbish. Any demonstration or activity, which results in excessive obstruction of aisles or prevents ready access to nearby exhibitors' booths, is prohibited.

b) Exhibitor agrees to have its exhibit or display in place and ready to show not later than one hour prior to start of show and remain in tact until Show is over. The exhibit must be manned at all times the show is open to the public. All exhibitors and their assistants, representatives, employees, servants and agents must register with NOHGS.

4. NOHGS RIGHTS

a) NOHGS reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which NOHGS considers objectionable, inappropriate, disruptive or offensive to NOHGS, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without liability to NOHGS. b) NOHGS shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

5. SOUND DEVICES.

Exhibitor shall obtain permission from NOHGS for use in its exhibit or display of all sound devices such as loud speakers, radios, televisions, organs, and any other attention-getting device, or the operation of any machinery or equipment that is of sufficient volume, if said use would interfere with any other display or exhibit. NOHGS reserves the right to revoke permission for the use of such sound devices at any time for cause.

6. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of NOHGS, which permission may be withheld in NOHGS's sole discretion.

7. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless NOHGS and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, NOHGS, the facility, Show sponsors or a visit to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

8. LIABILITY AND INSURANCE

a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to NOHGS for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name NOHGS as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request NOHGS, the Exhibitor shall provide NOHGS with a copy of each policy. b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident, or other cause and accepts all risk associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against NOHGS, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. c) Neither NOHGS nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

9. BOOTH DISPLAY

a) Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual. b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by NOHGS.

10. CANCELLATION AND TERMINATION

a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to NOHGS no later than thirty (30) days preceding the opening date of the Show. All deposits received by NOHGS up to the date of notice of cancellation are nonrefundable and non-transferable. In the event that the Exhibitor

(i) notifies NOHGS less than thirty (30) days preceding the opening date of the Show that is wished to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; NOHGS reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment against the Exhibitor for payment of the full cost of the space originally licensed from NOHGS. b) If the Exhibitor violates or breaches any other terms & conditions of this license agreement, all payments made by the Exhibitor and all amounts due to NOHGS shall be deemed earned by NOHGS and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this license agreement, NOHGS shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as NOHGS deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show. c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling NOHGS to immediately and without notice revoke the privileges granted to the Exhibitor. Any such revocation of the license granted herein shall be without prejudice to NOHGS to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

11. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) NOHGS is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of NOHGS, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots, or civil disturbances, strike, lockout or boycott, NOHGS will not be responsible for any loss of business, loss of profits consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

12. MISCELLANEOUS

a) Waiver by NOHGS of any breach of any term or provision of any license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof. b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto. c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.