

# *The Herald-News Presents Rialto Square Theatre's BRIDAL EXPO 2009*

## EXHIBITOR BOOTH SPACE AGREEMENT

This Exhibitor Booth Space Agreement (hereinafter "AGREEMENT") for The Herald News Presents the Rialto Square Theatre's Bridal Expo 2009 (hereinafter "EXPO") represents the entire agreement between the parties and is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Will County Metropolitan Exposition and Auditorium Authority (hereinafter "WCMEAA") d.b.a. Rialto Square Theatre (hereinafter "THEATRE") and \_\_\_\_\_ (hereinafter "EXHIBITOR")

NAME of CONTACT PERSON \_\_\_\_\_

NAME OF COMPANY as it is to appear on EXPO Signage \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER (\_\_\_\_\_) \_\_\_\_\_ EMAIL \_\_\_\_\_

### Check One Option:

- A \_\_\_\_\_ 8-Foot Booth Space Only on Main or Balcony Levels (\$650.00)
- B \_\_\_\_\_ 8-Foot Booth Space on Main or Balcony Levels and 3-month's Advertising in The Herald-News (\$750.00)
- C \_\_\_\_\_ 6-Foot Booth Space Only in VIP Room (\$450.00)
- D \_\_\_\_\_ 6-Foot Booth Space in VIP Room and 3-month's Advertising in The Herald-News (\$550.00)
- E \_\_\_\_\_ 4-Foot Booth Space Only in STAR Lounge (\$390.00)
- F \_\_\_\_\_ 4-Foot Booth Space in STAR Lounge and 3-month's Advertising in The Herald-News (\$490.00)

Please check one or more:      110 VOLT ELECTRICAL OUTLET REQUIRED  
NEW EXHIBITOR AT RIALTO SQUARE THEATRE BRIDAL EXPO  
RETURNING EXHIBITOR

The Herald-News Presents the Rialto Square Theatre's Bridal Expo 2009 is coordinated by J.V. Murphy and Associates and will be held from 11:00 A.M. to 4:30 P.M. on January 18, 2009 at the Rialto Square Theatre. Additional information and reminders will be distributed to Exhibitors during the weeks prior to the event. **Booth spaces are assigned after rental fee is paid in full.**

Please read AGREEMENT carefully. Terms and conditions are enforced and AGREEMENT is binding. EXHIBITOR agrees that they have read and understand this AGREEMENT and witness their hands on the dates subscribed below. WCMEAA agrees to provide EXHIBITOR a space in Bridal Expo 2007 for consideration as identified herein.

### TERMS AND CONDITIONS

1. EXHIBITOR agrees to pay to WCMEAA for booth space only; or for booth space and 3-month's advertising in the Herald-News as per the option indicated above. All payments received after January 5, 2009 must be made by cash, cashier's check, money order or credit card.
2. EXHIBITOR agrees to donate goods or services for a general raffle item
3. EXHIBITOR agrees booth space is for EXHIBITOR's sole use and agrees not to give, lend, share, sell or otherwise sublet the space. EXHIBITOR shall not distribute or display nor allow to be distributed or displayed at booth space information, literature, business cards, signage, etc. from any other business or individual other than the EXHIBITOR identified above.
4. Space is approximately 8' x 5' for options A and B, approximately 6' x 5' for options C and D and 4' x 5' for options E and F. Space includes two (2) chairs, a table with skirting and sign. 110 volt electrical outlets are available. If electricity is required, EXHIBITOR must supply UL rated extension cord a minimum of twelve feet (12') in length.
5. WCMEAA reserves the right to assign all spaces and make space assignment changes prior to the opening of EXPO as WCMEAA in its sole discretion deems to be necessary or in the best interest of EXPO, the THEATRE or the general public.
6. EXHIBITOR agrees to keep exhibit within the boundaries of the space assigned and to arrange exhibit in such a way as to avoid interference with other EXHIBITORS. Failure to comply with this provision will result in additional charges for space used.
7. All merchandise and displays shall be subject to WCMEAA's approval. EXHIBITOR agrees to provide WCMEAA with a description of the general content of exhibit and to limit its display of products, representation of services or display of signs to those which have been approved by WCMEAA in its sole discretion. EXHIBITOR agrees to design, construct and operate the exhibit in accordance with the quality, theme and image of EXPO, good taste and the standards established by WCMEAA.
8. WCMEAA shall have sole discretion to determine whether exhibit and/or products are in compliance with the requirements of this AGREEMENT. WCMEAA reserves the right to cancel a booth space reservation prior to EXPO or require alteration, replacement

and/or removal of any merchandise, product or activity from EXPO which WCMEAA in its sole discretion deems to be detrimental to or inconsistent with the quality, theme or image of EXPO.

9. THEATRE shall be open for exhibit set up at 7:00 A.M. on January 18, 2009; EXHIBITOR shall arrive no later than 9:00 A.M. WCMEAA is entitled to re-sell the space if not claimed by EXHIBITOR by the 9:00 A.M. deadline and EXHIBITOR shall forfeit booth space rental fees. EXHIBITOR agrees to have exhibit set up and fully ready for viewing by the general public no later than 10:30 A.M. and to keep their exhibit open during all hours EXPO is open to the general public. EXHIBITOR shall not strike exhibit prior to 4:30 P.M. EXHIBITOR agrees to have exhibit completely struck by 5:30 P.M. on January 18, 2009.
10. EXHIBITOR agrees to be responsible for the payment of any damage charges assessed by WCMEAA for failure to observe the rules and regulations for the construction and operation of exhibit.
11. EXHIBITOR agrees to duly report all cash sales made during EXPO in accordance with the appropriate sales tax regulations and collect all applicable sales taxes.
12. Should acts of God, strikes, work stoppages or any other cause not within control of WCMEAA make it impossible for EXPO to be held or for the particular exhibit area to be occupied by EXHIBITOR, then WCMEAA, its officers and employees are jointly released from any and all claims which may arise in consequence thereof. WCMEAA shall determine and refund to EXHIBITOR a proportionate share of applicable payments for exhibit space received as provided herein less all expenses of EXPO, including, but not limited to advertising, promotion, insurance, utilities and other related expenses. In no event shall WCMEAA be liable for loss of profits, business or any other damage to EXHIBITOR through cancellation for such causes.
13. WCMEAA shall exercise all reasonable diligence in protecting the property of EXHIBITOR, however, WCMEAA is not responsible or liable for the loss of or damage to EXHIBITOR's property from theft, disappearance, fire, water, accident or any other cause. EXHIBITOR agrees to indemnify, defend and hold WCMEAA harmless from any and all claims, demands, suits, liability, damages, losses or costs of whatever kind or nature which might result from any action or failure to act by WCMEAA or any of EXHIBITOR's family, officers, agents, employees or other representatives.
14. EXHIBITOR accepts total responsibility for exhibit and its safety and agrees to conduct all activities on WCMEAA premises so as not to endanger any person lawfully thereon. EXHIBITOR also accepts total responsibility for any and all injuries to EXHIBITOR, EXHIBITOR's family, officers, agents, employees or other representatives while they are on WCMEAA premises and for any injuries to other persons that may occur within the confines of their exhibit or which are caused in whole or part by EXHIBITOR's products or exhibit or by EXHIBITOR, EXHIBITOR's family, officers, agents, employees or other representatives.
15. Should EXHIBITOR fail to comply in any material respect with the terms of this AGREEMENT, all fees shall be retained by WCMEAA as liquidated damages, and WCMEAA shall have the right to reassign contracted space without further notice or make such use of the space as WCMEAA deems to be in the best interest of EXPO.
16. All applicable city, county, state and federal laws, although they may not be referred to herein, are specifically made a part of this AGREEMENT and EXHIBITOR agrees to abide by all such laws, pertinent ordinances, fire and safety codes and all pertinent regulations of WCMEAA.
17. It is mutually agreed that no amendments, alterations or variations of this AGREEMENT shall be valid unless made in writing and signed by both parties.
18. WCMEAA makes no representations or warranties not expressly set forth herein.
19. This AGREEMENT shall be construed and interpreted under the laws of the state of Illinois.
20. EXHIBITOR shall notify J.V. Murphy & Associates, (815) 744-0835, to request any deviation from the terms and conditions set forth herein.
21. EXPO is a production of and all rights are owned by WCMEAA. The video taping, recording or taking of photographs or similar reproductions of any nature or the use of EXPO name are not allowed except as may be given prior written authorization by WCMEAA. However, EXHIBITOR is authorized to take videos or photographs of exhibit and booth space assigned to EXHIBITOR.

We the undersigned do hereby agree to all the terms and conditions stated herein.

\_\_\_\_\_  
Signature of EXHIBITOR

\_\_\_\_\_  
J.V. Murphy & Associates on behalf of WCMEAA

Date \_\_\_\_\_

Date \_\_\_\_\_