

Rules & Regulations Governing Exhibits

PAYMENT & ALLOTMENT OF SPACE: Applications for exhibit space must be received by the Ohio Funeral Directors Association ("OFDA") by mail or fax prior to the deadline date set forth on the application. A deposit equal to 50% of the rental fee is to be forwarded with the space reservation. The balance shall be paid before goods or exhibit materials are allowed in the exhibit areas. No other arrangements shall be accepted. Failure to strictly comply shall constitute forfeiture of the deposit. Space not claimed by 9:00 a.m. of the opening day of the exhibition may be re-rented by OFDA without return of advance rental charge. OFDA retains the right to cancel any contract for reasons beyond its control. All decisions of the OFDA will be final. No refund of the rental fee will be made if contract is cancelled by exhibitor within thirty (30) days prior to opening of the exhibition.

EXHIBITOR'S ON-SITE AUTHORIZED

REPRESENTATIVE: Each exhibitor must provide to OFDA the name of at least one person to be its representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. One representative must be in exhibit booth at all times during exhibition hours.

EXHIBITION HOURS: Each exhibit must be open during the described hours to all exhibition attendees and guests. No representative or agent of an exhibitor, other than those registered for respective exhibits, will be allowed in the exhibit area.

ELECTRICAL OUTLETS, SPECIAL LABOR &

INSTALLATION: Electrical service, other than general lighting of the Hotel, is not part of this agreement, and together with any special labor required in connection with the installation of exhibits, must be contracted for by the exhibitor directly with the Hotel or official decorator, either prior to or at the time of installation at prevailing rates. All electrical appliances must comply with all fire regulations.

PACKING & UNPACKING: Labor for packing and unpacking of the exhibitor's equipment is available from the official decorator upon request. However, the exhibitor must furnish the necessary supervision in order to insure that all its equipment is included in the packing.

SIGNS, FURNITURE & DECORATIONS: Exhibit decorations and a uniform sign listing the exhibitor's name will be provided by official decorator. Standard booths are included in the rental charges. Additional furniture, furnishings, rugs, decorations, etc., may be obtained by the exhibitor's separate contract with the official decorator. (A 6' table and a chair is included with the 6' display areas.) Division rails between the exhibits are included at no extra charge. All decorating material must be flameproof.

STORING OF PACKING BOXES & CRATES:

Exhibitors will not be permitted to store empty packing boxes or cases in their booths during the exhibit period unless concealed. Boxes can be stored with the official decorator for a nominal fee. Please contact the Hotel and/or Fern Expositions for their fees.

RESTRICTIONS FOR 6' DISPLAY AREAS: 6' table must be set flush against background; standing adjacent or beside table is permitted.

RESTRICTIONS: The following restrictions will apply to all exhibitors unless modified in writing by OFDA:

- (a) No merchandise shall be shown by an exhibitor at the exhibition other than that regularly manufactured or sold by the exhibitor. While on the exhibition floor or in an exhibition booth, the exhibitor shall not request or accept payment by cash, check, credit card or other means.
- (b) No exhibitor may allow any article to be brought into or act done at the exhibition which will violate or increase the premium on the policies of insurance held by OFDA or the Hotel, nor permit anything to be done by its employees or agents by which the Hotel premises shall be in any manner marred or defaced. No signs or other attachments shall be affixed, screwed, nailed or otherwise attached to the walls, floors, ceiling, doors or other fixtures of the Hotel in such a manner as to deface, mar, alter or damage same. An exhibitor shall compensate OFDA and the Hotel, as their interest may appear, for any damage resulting from the acts or omissions by such exhibitor, its employees, representatives or agents.
- (c) Samples, catalogs, pamphlets, souvenirs, publications, etc. of a dignified character may be distributed by an exhibitor only from its own exhibit space.
- (d) Exhibits shall be arranged so that instructions, demonstrations and entertaining of visitors can be done within the confines of the exhibitor's space and not in the aisles.
- (e) Theatrical, objectionable and undignified methods of attracting attention to the exhibit will not be permitted. Objectionable methods include loud speakers, movies, and amplifiers. OFDA shall have full discretion and authority in restricting and/or eliminating methods of attracting attention which he deems, in his sole discretion, objectionable or which detracts from the general character of the exposition.
- (f) Walled displays not placed against divisional drapes are subject to repositioning. The height of displays is limited to eight (8) feet. The eight (8) foot displays shall not extend out (from the rear of the booth to the front of the booth) on sides more than three (3) feet. Any requests for exceptions to this restriction must be directed to OFDA, which has full discretion as to whether to grant an exception.
- (g) The exhibitor is strictly prohibited from subletting or assigning exhibit space to others, in whole or part. Each exhibitor represented at the exhibition must enter into a separate exhibit rental contract with OFDA. Any exhibitor subletting or assigning exhibit space will risk cancellation of its rental contract and forfeiture of all rental payments.
- (h) No spotlights, strobe lights or floodlights will be permitted to be installed without the consent of OFDA. The demonstration of motor-operated equipment is permitted on special arrangement with OFDA. Demonstration or operation of an apparatus of any kind that is noisy or distracting is not permitted.
- (i) No flammable fluids, substances or materials of any nature, including decorative materials, as defined by the fire regulations, may be used in any booth.
- (j) No distribution of food shall be permitted if it results in an unsatisfactory and/or unclean

condition of exhibits or floor space. No on-site preparation of food is permitted. OFDA reserves the right to prohibit all distribution of food if so required by the Hotel.

- (k) OFDA reserves the right, in its sole discretion, to restrict exhibits which are operated in an objectionable manner, and to prohibit and require the removal of any exhibit which may detract from the general character of the exhibition. This right of restriction and removal includes person, things, conduct, printed matter, music, sounds, or anything of a character which may be, in the sole discretion of OFDA, objectionable or detrimental to the exposition as a whole or in violation of these rules and regulations.

OTHER RULES & REGULATIONS: The rules and regulations as set forth herein are not all-inclusive nor exclusive of such other rules and regulations as OFDA may deem necessary to properly conduct the exhibition. Such emergency regulations and decisions as are necessary in addition to the herein stated rules and regulations shall be made at the sole discretion and judgment of OFDA, whose decision and ruling shall be final in all such cases. By signing this Application, the exhibitor, for itself and its representatives, employees and agents, agrees to abide by all such rules and regulations as well as the decision of OFDA in interpreting the same.

LIMITATION OF LIABILITY: OFDA, its officers, committees, members, agents and employees and the official decorator (collectively "OFDA") shall not be liable for any damage or loss of exhibitor's property, nor injury or death of exhibitor or its employees or representatives, nor for any damage of any nature to the exhibitor's business, nor for the failure to hold the exhibition as scheduled, unless such damage, loss, injury, death or failure to hold the exhibition is the direct and proximate cause of the intentional or grossly negligent act of OFDA. Moreover, in the event of any such intentional or grossly negligent act of OFDA, OFDA's liability to exhibitor, if any, shall not exceed the total amount paid to OFDA hereunder by exhibitor. If any such refund is sought due to a failure to hold the exhibition for the entire scheduled time period, the refund of the rental payment shall be pro-rated to compensate exhibitor only for that period of time the exhibition was not opened as scheduled. Exhibitor specifically acknowledges and agrees to this limitation of OFDA's liability hereunder.

SECURITY & JANITOR SERVICE: OFDA shall not be liable for fire, theft, or other damage of any sort. Security will be obtained by OFDA but neither OFDA, the service contractors, nor the Hotel will guarantee exhibitors against loss. All property of exhibitor is understood to remain under the exhibitor's custody and control, in transit to or from or within the confines of the hotel, subject to the rules and regulations of the exhibition. Exhibitors are advised to carry floater insurance to cover exhibit material damages and loss, and public liability insurance against injury to the person and property of others.

NO ENDORSEMENT: The leasing of exhibit space to an exhibitor by OFDA does not constitute an endorsement by the OFDA of the products and/or services of any such exhibitor.

THE RULES AND REGULATIONS ARE CONSIDERED A PART OF THE APPLICATION FOR SPACE.