

Rules & Regulations Governing Exhibits

PAYMENT OBLIGATION AND CANCELLATION:

Application and payment of the rental fee for exhibit space must be received by the Ohio Funeral Directors Association ("OFDA") by mail, fax, or online prior to the deadline date set forth on the application form.

OFDA retains the right to cancel any exhibit contract for reasons outside of OFDA's control. An exhibitor may cancel the exhibit contract up to thirty (30) days prior to the opening day of the exhibition by notifying OFDA in writing. Such cancellation by the exhibitor will result in the forfeiture of the Rental Fee to OFDA if OFDA is unable to re-rent the exhibit space.

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 always in exhibit booth during exhibit 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 exhibitor's, 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 exhibit's equipment is available from the official decorator upon request. However, the exhibitor must furnish the necessary supervision to ensure 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. 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: 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 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 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 loudspeakers, movies, and amplifiers. OFDA shall have full discretion and authority in restricting and/or eliminating methods of attracting attention deemed objectionable or which detracts from the general character of the exhibition.
- f. Walled displays not placed against divisional drapes are subject to repositioning. Displays are limited to eight (*) feet in height. 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 a separate exhibit rental contract with OFDA. Any exhibitor subletting or assigning exhibit space will result in the cancellation of its rental contracts 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 booths.
- j. Distribution of food or beverage must be approved by Hotel prior to exhibition opening. OFDA reserves the right to prohibit all distribution of food or

beverage 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 persons, 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 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 rental fee 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, the refund of the rental fee shall be pro-rated to compensate exhibitor only for the 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 exhibitor.

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