

2010 KNITTERS MARKET RULES AND REGULATIONS

1. Show Sponsorship and Management: This meeting is produced by and is the property of the Knitters Connection (KC). KC will provide all show management functions and establish all show policies. Each prospective exhibitor is required to sign the Application and Contract for space. By doing so, he subscribes to the Rules and Regulations, which are a part of the Application and Contract.

2. Space Allowance and Selection Procedure: Space will be assigned on a first come basis, based on when the payment is received. If all choices requested by the exhibitor have already been assigned, KC will allocate space from that which is available and the exhibitor agrees to accept such assignment.

3. Cancellation or Withdrawal: An exhibitor may cancel or withdraw from the show(s) subject to the following conditions: (a) the exhibitor shall give KC notice in writing of his intention to cancel or withdraw from the show. (b) Refund schedule: cancellation received 3 months prior to show - fee refunded in full. Cancellation received between 3 months and 30 days - 50% of fee is refunded. Cancellation received 29 days or less prior to show - fee is not refunded. In the event of cancellation, KC shall have the right to use said space for its own convenience including selling the space to another exhibitor, without any rebate or allowance to the canceled exhibitor. KC assumes no responsibility for having included the name of the canceled exhibitor or description of his products in programs, news releases, or other materials.

4. Default of Occupancy: Any exhibitor failing to occupy by noon, the day of the show(s), space contracted for but not canceled is obligated to pay the full cost of such space. In that event, KC shall have the right to use said space for its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the defaulting exhibitor. KC assumes no responsibility for having included the name of the defaulting exhibitor or descriptions of his products in the show program, brochures, news releases, or other material.

5. Building Occupancy: In case the premises of the Greater Columbus Convention Center (GCCC) shall be destroyed or damaged, or if the show does not take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reasons of strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or by KC, or for any other reason, this contract may be terminated by KC. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of KC shall be to return to each exhibitor his space payment less his pro rata share of all costs and expenses incurred and committed by KC.

6. Service Organizations: In no instance shall KC be responsible for the conduct of any contractors, sub-contractors or their employees acquired by an exhibitor. KC assumes no responsibility for failure to perform by contractors.

7. Booth Arrangement: All exhibitors shall arrange their displays so they utilize only the booth area contracted for and in such manner as to recognize the right of other exhibitors and show visitors and to conform to the overall pattern developed by KC. **Appearance:** An exhibitor is responsible for keeping his display sightly. Exhibitors must arrange to remove excessive amounts of trash or waste materials during show hours. **Fire Regulations:** All display fixtures shall be fire-resistant. **Storage:** Exhibitors shall provide storage within their display space or with the drayage company. KC will not be responsible for storage of Exhibitor materials or equipment.

8. Music Licensing: KC will not be responsible for acquiring music licensing agreements on behalf of exhibitors. If any part of the exhibit or display includes the use of live or recorded music, a licensing fee is required. For additional information, please call the following toll-free numbers: American Society of Authors and Composers at 1.800.627.9805 or Broadcast Music Inc. at 1.800.669.4264.

9. Delivery and Removal: Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show without permission first being secured in writing from KC.

10. Drayage: Fern is the official trade show contractor. is the provider of drayage, booth furnishings and other services. An Exhibitor packet with specific details will be provided to each contracted exhibitor.

11. Safety, Fire and Health: The exhibitor must comply with safety, fire and health ordinances regarding installation and operation of equipment. All displays, exhibit materials, and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents.

12. Care of Building: No exhibitor may allow an article to be brought into nor permit any act to be done in the Great Columbus Convention Center which will increase the premiums or void policies of insurance held by KC. No exhibitor may permit any act by its employees by which the premises shall in any manner be marred or defaced. Exhibitor must surrender the space occupied by him in the same condition as at the commencement of occupancy. Any damages done to the premises by the exhibitor shall be made good to KC or to GCCC as their interest may appear.

13. Security: KC and the exhibit facilities may take precautions to safeguard exhibitor's property by means of regular perimeter guard service. However, KC will not be liable for damage or loss to exhibitor's property through theft, fire, accident, or any other cause. Exhibitor should insure his own exhibit and display materials. KC will not assume liability for any injury that may occur to show visitors, exhibitors, or other agents or employees of exhibitors.

14. Liability: In the event that KC shall be held liable for any situation which might result from a particular exhibitor's action or failure to act in any manner whatsoever, such exhibitor shall reimburse KC and hold KC harmless from liability resulting there from.

15. Indemnification: Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to persons or damage to exhibitor's displays, equipment, or other property brought upon the premises of the GCCC and agrees to indemnify, defend and hold harmless KC, the GCCC, and its owners, servants, agents and employees against all claims or expenses for such losses, including reasonable attorney's fees, arising out of the use of the hotel premises excluding any liability caused by the negligence of KC or the GCCC or its owners, servants, agents and employees.

17. Insurance: The Exhibitor understands that neither KC nor the GCCC maintains insurance covering the Exhibitor's property or lost revenue and it is the sole responsibility of the Exhibitor to obtain such insurance.

18. General: All matters and questions not covered by the Contract, Rules and Regulations are subject to the decisions of the KC Exhibit Manager. The Contract, Rules and Regulations may be amended at any time by the KC, and all amendments or additions that may be so made shall be equally binding on all parties affected as the original Contract, Rules and Regulations.

19. Hospitality Suites and Meetings: Exhibitors' Hospitality Suites and Meetings shall not conflict with any scheduled Conference event. Exhibitor Hospitality Suites must be approved in advance by KC. ***KC must provide their approval to the hotel for Hospitality Suites to be released; this approval will not be granted for companies that are not approved KC exhibitors.***

20. Right of Refusal: KC has the right to refuse exhibit space to any applicant for any reason whatsoever.