

EXHIBITOR RULES AND REGULATIONS
Birmingham Homeschool Fair and College/Career Fair
March 23-25, 2023

1. **RULES & REGULATIONS** - The following rules and regulations are part of the exhibitor's contract and each exhibitor shall be bound by such rules and regulations set forth herein and by any such amendments or additional rules and regulations which may be established by Show Management.
2. **EXHIBITS** - The Show Management reserves the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion at its sole discretion. Lotteries, drawings, guessing games or prize contests of any kind sponsored by individual Exhibitors are subject to Show Management approval and scheduling. Display material must be confined to the individual Exhibitors own booth area. No placard, stickers, or other signs relating to non paid exhibiting firms will be allowed in individual exhibits or anywhere else in the show. No horns, bells, alarms, or flashing lights will be permitted to be operated. No amplifiers, television receivers or loudspeakers may be operated in the individual exhibits except with the signed approval of Show Management. No advertising or printed material, which in the Show Management's opinion is undignified or otherwise objectionable, shall be distributed. Exhibitors have the right to distribute brochures and other printed matter approved by Show Management, only from the space occupied by them and no other way. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these "Rules and Regulations" and any other rules communicated by the Show Management to the Exhibitor. The Show Management reserves the right to reject, eject or prohibit any exhibit in whole or part, or the Exhibitor or his representative, with or without giving cause. If the Exhibitor is ejected by the Show Management, there shall be no return of any amount paid by the Exhibitor.
3. **PAYMENT OF SPACE** - No exhibit will be permitted to be placed in the exhibition space until full payment has been made.
4. **SUBLETTING OF SPACE** - No exhibitor shall assign or sublet the whole or part of the space allotted, or exhibit therein, any programs or services other than those specified in the contract for exhibit space unless such is preapproved in writing by the Show Management.
5. **SALE OF MERCHANDISE** - Merchandise sales must comply with all local, state, federal laws and regulations.
6. **LIMITATION OF LIABILITY** - The Exhibitor agrees to hold the Facilities, Essential Church School, Birmingham Homeschoolers Community, and Show Management harmless and blameless and will make no claim for any reason whatsoever, including negligence, against Show Management, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents, or invitees while in the Facility. Each Exhibitor shall purchase its own insurance coverage sufficient to insure against any possible liability.
7. **CARE AND STAFFING OF EXHIBITS** - All coverings of exhibits must be removed and exhibitor staff must be on duty not later than one-half (1/2) hour PRIOR to the published opening hours of the show. Conversely, exhibitor staff MUST remain at the booth until closing. Actual full-time occupancy or staffing of exhibit space by exhibitor personnel is mandatory. Exhibitors failing to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid. In addition, Show Management may use said space in such manner as it may deem in the best interest of the show. No more than four representatives for a booth and two for tabletop shows, may occupy a single booth at a time.
8. **DEFAULT IN OCCUPANCY** - Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied, such space may be possessed by Show Management for such purposes as it may see fit, in which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by Show Management shall not be deemed as a waiver with respect to such provision after demand by Show Management for strict performance of this agreement.
9. **COMPLIANCE WITH LAWS** - Exhibitors shall not engage in any display, publication, performance, or other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. Exhibitor will be responsible for obtaining all necessary governmental permits and licenses. Exhibitor shall comply with any rules promulgated by the owners or manager of the Facility.
10. **NO GUARANTEE OF ATTENDANCE** - Show Management does not guarantee specific volumes or levels of attendance at the Event. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.
11. **FIRE AND SAFETY LAWS** - Exhibitors are responsible for complying with all Federal, State and City laws. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits and in the Facility is forbidden. Crowding will be restricted. No exhibitor shall bring into the facility any combustibles. All decorations must be flame proof, and an affidavit including such flame-proofing must be available for inspection by Fire Department Representatives.

12. **TEAR DOWN - NO DISPLAYS ARE TO BE DISMANTLED PRIOR TO THE END OF THE SHOW.** Please respect the attendees who have come to interact with your exhibit.
13. **LABOR -** The Exhibitor must comply with union work rules where applicable and provide workmen's compensation coverage where applicable, all at its sole expense.
14. **INSURANCE -** Fire, loss theft, and personal liability insurance, must be procured by the Exhibitor at its own expense.
15. **CANCELLATION OF EXHIBIT SPACE -** In the event of cancellation by the Exhibitor, no show or other fees will be refundable.
16. **ACTS OF GOD, FIRE, STRIKES, TERRORISM, ETC. -** In the event that any outside cause such as war, in or outside the United States of America, fires, strike, terrorism or Act of God such as: earthquakes, or other emergency prevents the Exhibit from being held, Show Management may retain such part of Exhibitor's rental as shall be required to compensate management or the Facilities for expenses incurred up to the time such contingency shall have occurred.
17. **AMENDMENT TO RULES -** Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be decided solely by the Show Management. These Standards may be amended at any time by the Show Management without notice and all amendments so made shall be binding on the Exhibitor.
18. **ATTORNEY'S FEES AND COSTS -** In the event of the use of an attorney by Show Management to enforce any part of the Contract, all costs, including reasonable attorney's fees will be paid by the Exhibitor.
19. **USE OF EXHIBIT -** The Show Management may, at its discretion at any time, use photographs, videos, logos and testimonials of any exhibitor for its own publicity use.
20. **ENTIRE CONTRACT -** This instrument contains the entire Contract between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. No modification of this Contract shall be valid unless made in writing and signed by the parties hereto.
21. **CHOICE OF LAW -** This contract shall be governed by and construed in accordance with the laws of the State of Alabama.
22. **MUTUAL NON-DISPARAGEMENT -** The parties agree that they will represent each other's business in a positive light and not disparage or in any way communicate to any person (including, but not limited to, any customer, vendor, sponsor or news media) any negative information or opinion concerning the business of the other party or the Event. In the event of the violation of this provision, the other party shall be entitled to injunctive relief (including a cease and desist order) and equitable relief (including damages for defamation and/or tortious interference with business relationship).
23. **ASSIGNMENT -** The parties' rights and obligations under this Contract shall not assignable without permission of the other party.
24. **NO THIRD PARTY RIGHTS -** These Exhibitors Regulations govern the conduct of exhibitors at the Event and are not to be construed as conferring any right or benefit upon any third party.
25. **NO GUARANTEE OF AMOUNT OF SHOW BAGS THAT WILL BE GIVEN OUT -** Show Management does not guarantee specific volumes or levels of the amount of show bags that will be given out at an expo from anyone that purchases bag stuffing. Show bag stuffing purchasers shall not be entitled to any refund, in full or part, of any amounts paid based on the actual amount of show bags given out.
26. **NO GUARANTEE OF SUCCESS -** Show Management makes no express or implied warranty as to the success or profitability you will have from exhibiting, advertising, sponsoring or any other promotion you do with the event.
27. **ACCEPTANCE-**This document shall not constitute a contract between the parties until exhibitor registration is accepted by Show Management.