

Terms & Conditions

SHOE EXPO LLC hereinafter for convenience referred to as the ("Shoe Expo") sponsors the CHICAGO SHOE EXPO. The foregoing contract terms and conditions have been established for the mutual benefit and protection of Exhibitors, Attendees, and Embassy Suites to which the Exhibitor agrees. This contract contains all the terms agreed to by the parties hereto, and no other agreement, oral or otherwise regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. It is the responsibility of the person signing this agreement to make sure all individuals working on the exhibiting company's booth are made aware of and follow these Terms and Conditions.

1. **PAYMENT.** Exhibit space will not be granted without payment in full.
2. **REFUND AND MITIGATION.** No refund or payment for Exhibit Space will be made after May 1 2007. Even if space is resold any company canceling all or part of their contracted exhibit space after May 1 will forfeit payments previously made to Shoe Expo. On or before May 1, Exhibitors who cancel will receive a refund equal to 50% of the amount paid for their exhibit space. All requests to cancel some or all exhibit space must be made in writing. Letters requesting a refund must be received on or before May 1.
3. **CANCELLATION:** Should the Expo be cancelled for any reason at any time, the limit for claim of damages and/or compensation by the Exhibitor shall be the return of the amount already paid for space in this specific Expo. If the length of the Expo is reduced for any reason at any time, no full or partial refunds will be made. Shoe Expo recommends Exhibitors purchase event cancellation insurance from their insurance carrier to cover any other losses that may result from the cancellation of this Expo.
4. **OFFENDERS.** An Exhibitor, invitee or guest will be asked to leave the area if any of the terms are violated; and, as an Exhibitor offender no refund will be given. An individual shall automatically be given offender status if he or she is intoxicated, uses loud or offensive language, fails to abide by the rules and regulations of the Expo, knowingly assists any third-party who has not paid a fee or obtained Exhibit Space from Shoe Expo with setting up a booth in competition Shoe Expo with other Exhibitors of the CHICAGO SHOE EXPO.
5. **FOOD/BEVERAGES.** No one is permitted to sell, give away or otherwise provide food or beverages without the written permission of Shoe Expo.
6. **RIGHT TO REFUSAL:** Should Shoe Expo for whatever reason cancel an Exhibitor's contract after payment has been made, the Exhibitor will be refunded the entire amount of money paid for this Expo with no other compensation being made.
7. **SPACE SELECTION:** Shoe Expo reserves the right to make the final determination of all space assignments in the best interest of the Expo. Shoe Expo reserves the right to relocate companies from their initially assigned space, If it is necessary to relocate an Exhibitor from their assigned space and the Exhibitor finds the new space to be unacceptable, the Exhibitor may cancel and receive a full refund of the entire amount of money paid for their former space in this Expo provided the Exhibitor informs Shoe Expo in writing of their intent to cancel within five business days of being informed of their relocation. No other compensation will be made. No compensation will be made to Exhibitors that request to relocate and after relocation decide that they do not like the new location or surrounding Exhibitors. No compensation will be made in the event that neighboring Exhibitors change.
8. **SUBLETTING.** No Exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Shoe Expo. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the expo facility. Security will escort persons engaging in unauthorized activities from the expo facility. If Shoe Expo deems that an Exhibitor has misrepresented their product(s) and/or service(s) or finds other persons) soliciting, the Exhibitor/Solicitor will be evicted from the expo facility. Should an Exhibitor be evicted, Shoe Expo at the expense of the Exhibitor, will pack and ship the exhibit to the Exhibitor Should an Exhibitor be evicted, no refund or other compensation will be made.
9. **DÉCOR AND BOOTH ACTIVITIES.** No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisles. Booth personnel, including demonstrators, are required to confine their activities within the Exhibitor's booth space.
10. **ADA COMPLIANCE.** The Exhibitor represents and warrants that its exhibit will be accessible to the full extent required by law; that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act; and that it shall indemnify and hold Shoe Expo or Embassy Suites harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Shoe Expo or Embassy Suites, its officers, directors, agents or employees on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.
11. **COMPLIANCE WITH ALL LAWS, ORDINANCES, AND REGULATIONS.** All decorations must concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant. Contact the Show Management if at all in doubt.
12. **DAMAGE TO EXPO FACILITY.** Nothing can be posted, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of the expo facility.
13. **EXHIBIT SET-UP.** The time for the expo booth facility set-up is **after 4:00 PM THE DAY BEFORE THE EVENT.** Companies requiring additional set-up time will be accommodated as best as possible. All deliveries and maintenance work must be completed prior to the Expo opening. The staff at Exhibitor Registration must clear admission for outside maintenance service, and/or delivery personnel.
14. **CLEAN-UP.** All Exhibitor displays or materials left in the booths after the expo will be packed and shipped or discarded at the discretion of Shoe Expo or Embassy Suites and all charges associated will be at the Exhibitors expense.
15. **HOLD HARMLESS.** SHOE EXPO OR EMBASSY SUITES SHALL NOT BE RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE THAT MAY OCCUR TO THE EXHIBITOR'S EMPLOYEES OR PROPERTY FROM ANY CAUSE WHATSOEVER, OR WHICH MAY BE SUSTAINED BY ANY PERSON WHO MAY BE ON THE PREMISES LEASED TO THE EXHIBITOR OR WATCHING, OBSERVING, OR PARTICIPATING IN ANY DEMONSTRATION OR EXHIBIT OF THE EXHIBITOR, UNLESS SUCH INJURY, LOSS, OR DAMAGE IS CAUSED BY THE ACTIVE NEGLIGENCE OR WILLFUL ACT OF SHOE EXPO AND EMBASSY SUITES. Exhibitor and Exhibitor's contractors, and its insurers will not subrogate against Shoe Expo, their officers, agents, employees, or any other entity providing services for this Expo for theft of, loss off or damage to Exhibitor's or Exhibitor's contractor's property while in transit to, within, and in transit from the confines of the expo facility. The Exhibitor agrees to defend, Indemnify, and hold Shoe Expo, their officers, agents, and employees: the expo facility: or any other entity providing services for this Expo harmless against any and all claims, lawsuits, judgments, costs, and expenses for injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned by the Exhibitor's or the non-official contractor's performance of the contract, breach of any terms or provisions of the contract, or by any other act or omission of the contractor, its officers, agents, employees or subcontractors, in the performance of this contract, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Shoe Expo, their officers, agents, or employees; the expo facility, or any other entity providing services for this Expo.
16. **CONTEMPORANEOUS EVENTS OR APPOINTMENTS.** Exhibitors are not permitted to hold events or individual appointments with attendees that conflict with events scheduled by Shoe Expo.
17. **LISTINGS.** The Exhibitor agrees to hold Shoe Expo harmless for any errors or omissions in directory information,
18. **CHOICE OF LAW AND FORUM.** Should a conflict arise between the parties resulting in litigation, this contract shall be construed pursuant to the laws of the state of Illinois and that the forum for any legal process or proceeding shall be in Cook county, Illinois.
19. **ATTORNEY FEES.** In the event suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney fee to be fixed by the trial and appellate courts.
20. **AMENDMENTS.** Exhibitor agrees to abide by decisions of the management concerning all matters pertaining to the administration and success of this Show which are not specifically stated.

TERMS AND CONDITIONS. Any matters not specifically covered herein are subject to decision by Shoe Expo.

We have read and agree to abide by the Chicago Shoe Expo terms and conditions during the show at the Embassy Suites Hotel. We understand that a fine of \$250.00 will be assessed if we fail to abide by these rules. We apply for exhibit space at this show in accordance with this application, and authorize the assignment of such space, for which we enclose full payment.
No space will be held or assigned unless payment accompanies application.

Signature: _____ Must be signed by the attending rep before it will be accepted.