



2012 Spring Fabulous Food Show

Fabulous Food Show -Spring
I-X Center
One I-X Center Drive
Cleveland, Ohio 44135

Website: www.fabulousfoodsow.com
Email: jmichaels@ixcenter.com
Fax: (216) 898-2858
Phone: (216) 265-2611

Event Dates & Hours
Saturday, April 28th, 2012 10:00am - 8:00 pm
Sunday, April 29th, 2012 10:00am - 6:00 pm

EXHIBIT SPACE AGREEMENT

<u>Company</u> _____	<u>Phone</u> _____	<u>Ext.</u> _____
<u>Contact</u> _____	<u>Mobile Phone</u> _____	
<u>Address</u> _____	<u>E-mail</u> _____	
<u>City, State, Zip</u> _____	<u>Web Site</u> _____	
<u>Country</u> _____	<u>Product Category</u> _____	

Description of product(s) & booth activity for website and show program:

I intend to (please check all that apply):

- Sample Product
 Sell Product
 Use a Microphone
 Cook at my exhibit (no propane tank)

<p align="center">BOOTH REQUEST</p> <p>1st Choice _____</p> <p>2nd Choice _____</p> <p>3rd Choice _____</p> <p>Booth Size _____</p>	<p align="center">SPACE RATES</p> <p><input type="checkbox"/> \$1,150.00 10x10 Booth Rate</p> <p><input type="checkbox"/> \$2,300.00 10x20 Booth Rate</p> <p><input type="checkbox"/> Other - Length x Width x \$11.50</p> <p><input type="checkbox"/> \$125 per Open Corner (Max \$250)</p>	<p align="center">COST CALCULATION</p> <p>Booth Space Fee \$ _____</p> <p>Corner Fee (If Applicable) \$ _____</p> <p>Total Cost \$ _____</p>
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Space Rental Includes: hardwall (in-line booths only), carpet, ID sign, two parking permits and four exhibitor badges per 100 sq. ft., program & website listings.

Deposit / Payment Schedule

- Jan 1st, 2012 - Mar. 15th, 2012 = 66%
 After Mar. 15, 2012 = 100%

Signed agreement must be accompanied with payment as specified above..

Payment Info

1) Check Payable to: **I-X Center, One I-X Center Drive, Cleveland, OH 44135** Amount Enclosed \$ _____

2) Credit Card - Payment Amount \$ _____
 MasterCard
 Visa
 Discover
 American Express

Account Number: _____ Expiration Date: _____ Code: _____

Cardholder's Name (as appears on card): _____

Authorized Signature: _____ Date: _____

I the undersigned, give the I-X Center, dba Spring Fabulous Food Show, authorization to charge exhibit space for the Spring Fabulous Food Show to the credit card above. I understand that this card will be charged with the balance due, if no other form of payment is received by the I-X Center by March 15, 2012

I/We hereby apply for exhibit space in the Spring Fabulous Food Show. If accepted, I/We acknowledge and will abide by the show terms and conditions listed on all pages of this contract, in addition to all I-X Center Building Rules and Regulations.

Accepted by Exhibitor _____ Title _____ Date _____

Accepted by Show Management _____ Title _____ Date _____

Remittance Address: Spring Fabulous Food Show c/o I-X Center, One I-X Center Drive, Cleveland, OH 44135

Show Management Use Only: _____

1. EXHIBITOR COVENANTS

- a. The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors of the Show.
- b. The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by I-X Center Corporation ("I-X") including rules and regulations set forth in the Exhibitor Manual.
- c. The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) at the facility, and (ii) governing companies operating in the facility.
- d. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e. The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies I-X that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of I-X is obtained.
- f. The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of I-X. The Exhibitor agrees to indemnify and save harmless I-X and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

2. I-X CENTER RIGHTS

- a. I-X reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which I-X considers objectionable, inappropriate, disruptive or offensive to I-X, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part; or (v) change the date, location and duration of the Show; without any liability to I-X.
- b. I-X shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

- a. The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of I-X, which permission may be withheld in I-X's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless I-X and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses) costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, I-X, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to I-X for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name The I-X Center, its parent corporation, subsidiaries, all affiliated companies as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of I-X, the Exhibitor shall provide I-X with a copy of such policy.

- a. The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against The I-X Center, its parent corporation, subsidiaries, all affiliated companies and/or the Show sponsors, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

- b. Neither I-X nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

- a. All exhibits require full floor covering and must be constructed of hardwall or professional show drape. All tables must be professional skirting with floor length, fire resistant skirting that is pleated or gathered. No plastic or paper tablecloths are allowed. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor manual.
- b. The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred.

7. CANCELLATION AND TERMINATION

- a. The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to I-X no later than sixty (60) days preceding the opening date of the Show. In that event, all deposits received by I-X up to the date of such notice of cancellation are non-refundable and non-transferable. Any attempt by the Exhibitor to cancel this license agreement within 60 days of the opening date shall be null and void and the Exhibitor shall be responsible for paying 100% of the space rental for the Exhibitor's booth.
- b. If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to I-X shall be deemed earned by I-X and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, I-X shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as I-X deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another Exhibitor in the Show.
- c. Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling I-X to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to I-X to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

- a. In the event that (i) the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) I-X is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of I-X, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of the public enemies, riots or civil disturbances, strike, lockout or boycott, I-X will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

- a. Waiver by I-X of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b. No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c. This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.