

Yuletide Market Vendor Form



December 20-31, 2019

The New Orleans Ernest N. Morial Convention Center

EVENT TERMS AND CONDITIONS

I. MANAGEMENT: NOLA ChristmasFest (NOLA CHRISTMASFEST) is conducted under the direction of the New Orleans Ernest N. Morial Convention Center, Department of Trade Shows and Conferences, located at 900 Convention Center Blvd., New Orleans, Louisiana, 70130, USA, designated as "Management" in this document.

II. SPONSOR/EXHIBITOR: The "EXHIBITOR" is the party listed on this agreement as "Company", whose authorized officer has signed this agreement.

III. BINDING AGREEMENT: The issuance of a written Booth confirmation notice, in response to a submitted Exhibit Order ("Contract"), shall constitute a binding contract of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions of the contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors, the facility, and governmental authorities. All sales are final.

IV. PAYMENT TERMS: Payment due within 15 days of receipt of signed agreement. Exhibit Space Orders received without payment will be held as "Tentative" and confirmed upon receipt of payment. Written confirmation will be issued upon receipt of payment. Unless prior arrangements have been made, and confirmed through written approval from management, failure to provide payment as scheduled may result in the cancellation of Exhibit Space orders.

V. CANCELLATION AND REFUNDS: In the event of cancellation of the event due to fire, strikes, government regulation or other causes beyond Management's control, Management shall not be liable for failure to hold the event as scheduled, and shall determine the amount of exhibit fees to be refunded. In the event of cancellation by Exhibitor, 100% will be retained by Management.

VI. CONTRACT FOR SPACE: By submitting an application for exhibit space, the Applicant releases Management and its agents from any and all liabilities to Applicant, its agents, licenses or employees that may arise or be asserted as a result of submission of an application or of participation in the Festival. Management determines the eligibility of any company or product for exhibit and reserves the right to reject any application for exhibit space. Acceptance of an application does not imply endorsement by Management of the Applicant's product, nor does Management warrant - either expressly or by implication - the efficacy of the products displayed at the exhibit.

VII. BOOTH ASSIGNMENT: All booths are clearly shown in the floor plan. Dimensions and locations of each booth are believed, but not warranted, to be accurate. In all cases, the width of the booth is given center to center of rails. For

prefabricated displays, deduct four inches from width of booth.

VIII. SPECIAL RESTRICTIONS: (a) All Exhibitor promotional material and goods are limited to the designated display area. Exhibitors may not carry out publicity activities outside the boundary of the booth or in or near any portion of the Event facility, official Event Hotels or Event transportation without advance written permission from Management; (b) Acoustic presentations are not permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and attendees are not disturbed or hampered by them; (c) Management reserves the right, at its sole discretion, to prohibit and remove any publicity/presentations not previously approved or not meeting the standards of the Event. (d) Exhibitors must not display their booth materials in a manner which blocks the view of adjacent Exhibitors unless verbal permission from adjacent Exhibitors is received; (e) Exhibitors will not be permitted to use strolling entertainment nor to distribute samples or souvenirs except from their own booths; (f) Exhibitors who use costumed persons or mannequins should be sure that their manner of appearance and dress are such as not to offend even the most critical; (g) Fire laws must be strictly enforced. Aisle and fire exits cannot be blocked by exhibits; (h) Exhibits which, in design or operation, are objectionable in the opinion of the Management will be prohibited; (i) No work of an excessively noisy nature will be permitted while business meetings are being conducted in the same or an adjacent meeting space; (j) Exhibitor may not sublease exhibit space; (l) The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

IX. ADMISSION: Management shall have sole control over all admission policies at all times.

X. CONDITIONS OF PAYMENT: Any dispute by Exhibitor with any exhibition or Event services provided by Management or any affiliate, or the amount charged for the same shall be reported to Management in writing within 15 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect Exhibitors obligation to make payment as set forth below). Failure to report any such dispute within such time shall constitute a waiver of any claim by Exhibitor with respect to such dispute. Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 15 days from the date of invoice or the date as indicated on the invoice. Payment arrangements may be agreed to on a case-by-case basis. Should timely payments not be made as agreed, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be

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incurred by Management or any affiliate in pursuing and collecting payment. Exhibitor understands failure to provide prompt payment may cause damages to Management, and as such, understands Management may seek remedy of such damages. The liability of Exhibitor shall not be transferred to Third Parties. The party executing this agreement acknowledges its authority to bind Exhibitor and understands the execution of this agreement has caused the Exhibitor to be bound by the terms hereof. Exhibitor shall remain obligated to pay to Management the amount of any bills rendered by Management within the time specified and until payment in full is received by Management.

Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to Management and only those payments made directly to Management shall be credited against the Exhibitor's obligation to Management.

XI. USE OF EXHIBIT SPACE: The Exhibitor contracts to use the booth for the duration of the Event in conformity with Management's guidelines. Management has the right to relocate a booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner and allow any and all individuals including other exhibitors, entrance to their booth during the Event hours. In cases of disruptive and unprofessional behavior, Exhibitor has the right to ask disruptive individuals to leave its booth. Management reserves the right to revoke trade show participation privileges from such individuals. Exhibits may not obstruct overall view or hide the exhibits of others. Except for booths provided by management or its official contractors, all booths must be approved by Management prior to construction. Management reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Event. Booths must be set up prior to the opening of the Event. Management has the right to reallocate a booth at its discretion if the Exhibitor has not appeared by the start of the festival. The Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit space.

XII. BOOTH RESPONSIBILITY: Exhibitor will maintain personnel in the booth during show hours. Any Exhibitor dismantling their booth prior to the official show announcement may be charged a penalty and could be prohibited from participation in future events. Exhibitor assumes responsibility and agrees to indemnify and defend Management and The New Orleans Ernest N. Morial Convention Center, its subsidiaries and affiliates and their respective owners, employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither Management nor The New Orleans Earnest N. Morial Convention Center maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Under no circumstance shall Management or MCNNO be required to defend or indemnify Exhibitor for loss or damages caused or incurred by Exhibitor.

XIII. EVENT SCHEDULE: The duration of the event, set-up times and hours of operation is published in the confirmation letter. Construction and dismantling hours

must be adhered to unless advance written approval is received from Management.

XIV. SALES ACTIVITIES: Any royalties or commissions resulting from sales activity must conform to all local, State, and Federal sales tax guidelines and regulations.

XV. PICTURE AND SOUND RECORDINGS: No visual reproduction, including sketches, or sound recordings of exhibition samples, exhibition booths, seminars, demonstrations or performances shall be permitted without written approval from Management. An Exhibitor shall be entitled to make visual and sound recordings or drawings of its own booth or products exhibited during the hours of operation of the Event. Management shall be entitled to make picture and sound recordings, as well as sketches of exhibition booths or individual exhibits, for the purpose of documentation or for its own publications.

XVI. MEDIA AND PRESS RELATIONS: Any activities conducted by the media whether arranged by the Exhibitor or separately shall be approved, conducted and coordinated through the Management's Press Office.

XVII. EXCLUSION OF LIABILITY: If the event fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, acts of domestic or foreign terrorism, fire, violence, civil disturbance, building malfunction, inclement weather, epidemic, emergency declared by any government agency, or for any other causes beyond the reasonable control of Show Management including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf, the Exhibitor releases Show Management from all damages or claims for damages, including booth rental, sponsorships, or entrance fee refunds. Exhibitor also acknowledges general event attendance is an inherent risk associated with participation in expositions or trade show events. Exhibitor acknowledges Management neither presents nor implies attendance guarantees at NOLA CHRISTMASFEST. As such, in the event NOLA CHRISTMASFEST fails to present sufficient attendance in terms of quality and/or quantity by any standards, the Exhibitor releases Show Management from all potential related damages or claims, including but not limited to booth rental, sponsorships, marketing, or entrance fee refunds. Under no circumstance shall Management or MCNNO be required to defend or indemnify Exhibitor for loss or damages caused or incurred by Exhibitor.

XVIII. SECURITY AND LIABILITY: All local, state and federal laws shall be observed within the facility and for the duration of the Event. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and Management personnel. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Event and have them available for inspection by Management, the facility, and governmental authorities. Management will provide Security during the construction of and dismantling times as well as throughout

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the duration of the Event, but is not liable for the loss or damage of any Exhibitor property.

XIX. INSURANCE: The Exhibitor is responsible to provide evidence of insurance via Certificate of Insurance to be received no later than 30 days prior to the event as follows: (1) Commercial General Liability Insurance including Personal and Advertising Injury Liability, Independent Contractor's Liability, and Contractual Liability applicable to this event of not less than \$1,000,000 per occurrence. Evidence of General Liability coverage shall include Damage to Rented Premises in an amount not less than \$50,000. The insurance shall name the Ernest N. Morial Convention Center- New Orleans, New Orleans Public Facility Management Inc, Ernest N. Morial New Orleans Exhibition Hall Authority and the City of New Orleans as an Additional Insureds for both completed and on-going operations. Such insurance shall also include a Waiver of Subrogation in favor of the Additional Insureds. (2) * Workers Compensation confirming Louisiana statutory limits and Employers Liability Insurance with limits not less than \$500,000. The WC insurance shall also include a Waiver of Subrogation in favor of the Ernest N. Morial Convention Center- New Orleans, New Orleans Public Facility Management Inc, Ernest N. Morial New Orleans Exhibition Hall Authority and the City of New Orleans.

*If Exhibitor *does not* carry Workers Compensation insurance, please confirm the following (check one):

_____ a) Exhibitor is a business and is self- insured for WC.

_____ b) Exhibitor is not required to carry WC due to number of employees (Louisiana) or other applicable laws in their state of domicile.

_____ c) Exhibitor is a governmental agency and WC is provided by a self-insured program or trust.

_____ d) Other. Please detail: _____

The certificate of insurance providing evidence of the above insurance shall be forwarded to:
Ernest N. Morial Convention Center- New Orleans
Attn.: Executive Assistant Financial Services
900 Convention Center Blvd.
New Orleans, LA 70130

XX. CLAIMS: Any claims of the Exhibitor shall be made in writing to Management no later than 14 days following the closing of the Event.

XXI. BOOTH DISMANTLING: The exhibition area is to be returned by the Exhibitor in the same condition as it was handed over. In the case of any damage to the exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor's expense. If the removal of the booth and contents is not completed by the specified time, Management may remove the booth and contents, and all costs for removal and storage or disposal will be at the expense of the Exhibitor. Management shall assume no liability for exhibits or contents left behind.

XXII. COMMERCIAL TRADEMARK AND OTHER COMMERCIAL RIGHTS: Management expects Exhibitors to honor commercial trademarks and other commercial rights. In case of documented trademark or other commercial right infringements, Management reserves the right to exclude an exhibitor from the current and future Events. This stipulation does not create an obligation for Management to take such action. Management does not accept any liability for commercial rights infringements that may be committed by an Exhibitor.

XXII. AMENDMENTS: Any amendments to this contract shall only be accepted in writing and must be approved in writing by Management.

XXIV. GOVERNING LAW: This Agreement and its validity, construction, performance and breach shall be governed by the laws of the State of Louisiana applicable to agreements made and to be wholly performed therein. This Agreement has been negotiated and entered into in Louisiana and its validity, construction, performance and breach, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Louisiana applicable to agreements made and to be wholly performed therein. Each party to this Agreement consents to the jurisdiction and venue of Orleans Parish, Louisiana for purposes of enforcing this Agreement.