



**Agreement acceptance:** Exhibitors submission of the MHIAC 2011 Exhibitor Registration Form shall constitute an offer from Exhibitor to enter into such Agreement with Sean Solo LLC. Such offer can only be accepted by Sean Solo LLC at place of business in Denver, Colorado, USA. After signing in Denver, Sean Solo LLC will send to Exhibitor a receipt for the pertaining charges to the Exhibitor, which sending shall constitute Sean Solo LLC acceptance and cause the Agreement as a whole to become effective. Sean Solo LLC is not responsible for any errors or delays in responding to an order caused by an incorrect e-mail or physical mailing address provided by you. This Agreement, together with any terms and conditions incorporated herein or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understanding or agreement (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

**Exhibit Arrangements:** Exhibits shall be so arranged as not to obstruct the general view of the exhibits of others. Any special exhibit building arrangements should be made known to Sean Solo LLC at least five (5) months in advance.

**Unoccupied Space:** If any of the Exhibitor's space remains empty or unoccupied on opening day of the Exhibition, Exhibitor shall be deemed to have abandoned such space, giving Show Management the right to rent such space to any other Exhibitor, or use the space in any other way Show Management deems fit.

**Event Insurance:** Exhibitor shall at its own expense secure and maintain through the term of this Agreement, including move-in and move-out days, with an insurer or insurers maintaining at least an A VIII rating in the current A.M. Bests Manual, licensed to conduct business in the State of Colorado, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and/or SEAN SOLO LLC and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Agreement.

- (A) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury or death and property damage, including coverage's for personal injury, contractual, and operation of mobile equipment, products and liquor and liability (if applicable);
  - (B) Workers' Compensation Insurance as required by Colorado law;
  - (C) Employer's Liability Insurance with limits not less than \$1,000,000 for each occurrence;
  - (D) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage's for owned, non-owned and hired vehicles, including loading and unloading operators.
- Commercial General Liability and Automobile Liability Insurance policies required shall name as additional insured's: (i) City and County of Denver, (ii) SEAN SOLO LLC, (iii) its Officers, Agents and Employees.

**Certificates of Insurance:** Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to SEAN SOLO LLC, shall be furnished to SEAN SOLO LLC no later than sixty (60) days before the first move-in day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without thirty (30) days advance written notice to SEAN SOLO LLC. SEAN SOLO LLC herein confirms that it carries insurance as required by the City and County of Denver.

**Liquidated Damages/Cancellation:** If Exhibitor cancels, except for reasons of Force Majeure, covered by this Agreement, Exhibitor agrees to pay to SEAN SOLO LLC the following amounts as liquidated damages and not as penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- (A) If Exhibitor cancels more than one year before the first move-in day of the Event, SEAN SOLO LLC shall retain the Initial Deposit as liquidated damages.
- (B) If Exhibitor cancels more than six months before the first move-in day of the Event, but less than one year before the first move-in day of the Event, one-half of the Minimum CCC Rental as shown in Paragraph 5 shall be payable to SEAN SOLO LLC as liquidated damages within ten (10) days of the invoice.
- (C) If Exhibitor cancels less than six months before the first move-in day of the Event, the entire Registration Fee shall be payable to SEAN SOLO LLC as liquidated damages within ten (10) days of the invoice.

**Force Majeure:** Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, wars, shortage of or inability to obtain utilities, curtailment of travel by governmental order making travel to Denver impractical, any law, ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations under this Agreement. SEAN SOLO LLC will return to Exhibitor all advance deposits received less any preparation cost incurred by SEAN SOLO LLC for the preparation of the Event.

**Indemnification:** Exhibitor agrees to indemnify, hold harmless and defend SEAN SOLO LLC, the City, and their respective Members, Officers, Directors, Agents and Employees ("INDEMNITEES") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Exhibitor or its Employees, Agents, Service Contractors, Exhibitors or Attendees or any other person entering the CCC with the implied or express permission of Exhibitor. If Exhibitor's use of the Leased Space results in an increase in the insurance premium for the CCC during the term of the Event, Exhibitor shall be responsible for payment of this increase that is applicable during the term of the Event. Such indemnification by Exhibitor shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of SEAN SOLO LLC, the City, their respective Members, Officers, Agents or Employees.

**Waiver of Subrogation:** Exhibitor and SEAN SOLO LLC hereby waives any and every claim which arises, or may arise, in its favor and against SEAN SOLO LLC or the Exhibitor during the term of this Agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of Exhibitor.

**Waiver of Claims/Property:** Exhibitor assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Exhibitor or any of its Service Contractors, Exhibitors or Attendees. Exhibitor hereby waives any claims against SEAN SOLO LLC and the persons and Indemnitees described in Paragraph 11 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of SEAN SOLO LLC, the City, its respective Members, Officers, Agents and Employees.

**Default:** Exhibitor shall be in default under this Agreement if any of the following Occur: (i) Exhibitor fails to pay any amount due hereunder (including, without limitations, payment of fees and maintenance of required insurance) when the same are required to be paid hereunder, (ii) Exhibitor or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in the Agreement and Exhibitor fails to commence a cure thereof within five (5) business days after Exhibitor has been served with written notice of such default and prior to the first day of occupancy, or (iii) Exhibitor makes a general assignment for the benefit of creditors. SEAN SOLO LLC shall be in default under this Agreement if SEAN SOLO LLC fails to perform or fulfill any material terms, covenant, or conditions contained in this Agreement and SEAN SOLO LLC fails to commence a cure thereof within five (5) business days after SEAN SOLO LLC has been served with written notice of such default. Nothing herein shall be construed excusing either party from diligently commencing and pursuing a cure within a lesser time, if reasonably possible. Notwithstanding clause (ii) above, if the breach by Exhibitor or any of its officers, directors, employees or agents of such other term, covenant, or condition is such that it threatens the health, welfare or safety of any person or property, then SEAN SOLO LLC may, in its discretion, require that such breach be cured in less than five (5) business days and or immediately. In no

event will SEAN SOLO LLC be liable to Exhibitor for any damages caused by termination of this agreement. If the breach is not cured within five (5) business days after receipt of such written notice and prior to the first day of occupancy, the non-defaulting party may terminate this License Agreement without penalty.

**Suit to Enforce:** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement and, in addition, all costs and reasonable attorney's fees.

**Service Contractors:** Exhibitor assumes full responsibility for all acts of commission or omissions by Exhibitor's Service Contractors providing services to Exhibitor and its Exhibitors and Attendees. Exhibitor will assure that such Service Contractors will fully comply with all terms and conditions of SEAN SOLO LLC's Rules and Regulations (ADDENDUM #2) and will be financially responsible for any non-compliance by Exhibitor's Service Contractors. Exhibitor is responsible for designating a check-in area for Exhibitor's Service Contractors.

**Concessions/Catering:** All catering and concession events must be performed by the facilities exclusive in-house food and beverage provider. The exclusive caterer may utilize any unused space within the CCC for this purpose and will inform the Exhibitor, in writing, of its concession plan(s). SEAN SOLO LLC will not provide or cause to provide any catering or concession events within the Leased Space without the written consent of Exhibitor. Exhibitor will sign a separate contract with the facilities exclusive in-house food and beverage provider

**Exhibitor Tear Down:** Exhibitor will not tear down booth until the time designated by SEAN SOLO LLC. Failure to comply with designated tear down times, ie tearing down booth at anytime during posted show hours, will result in Exhibitor not being allowed to exhibit at the MHIAC in any subsequent years.

Questions - Please contact MHIAC customer service if you have any questions about these terms and conditions. Please e-mail your questions to [contact@mhiac.com](mailto:contact@mhiac.com) or mail questions to Sean Solo LLC, P.O. Box 1745, Denver, CO 80201-1745