

**65TH ANNUAL CALIFORNIA RV SHOW**

**~ PRESENTED BY ~**

**RECREATION VEHICLE INDUSTRY ASSOCIATION**

# **SUPPLIERS**

**RULES**

**AND**

**REGULATIONS**

**2017**

# 65TH ANNUAL CALIFORNIA RV SHOW

## SUPPLIERS RULES AND REGULATIONS

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# 65TH ANNUAL CALIFORNIA RV SHOW

OCTOBER 6 -15, 2017

## SUPPLIER RULES AND REGULATIONS

The following Rules and Regulations have been developed to assist RVIA Show Management in providing a successful efficient and attractive "Show", while maintaining fairness to all exhibitors and encouraging creativity in displays.

### 1. Purpose

The purpose of the California RV Show ("Show") is to promote, stimulate interest in and demand for recreation vehicles, park model RVs, related accessories and parts built by original recreation vehicle equipment manufacturer ("OEM") supplier companies, and services and other accessories that support and enhance the RV lifestyle.

The Show is an integral part of the function of RVIA as a national trade association representing manufacturers and suppliers in the recreation vehicle industry by promoting the RV lifestyle to the general public. The Show constitutes a part of RVIA's educational program by providing a forum for recreation vehicle dealers to advance their knowledge in the industry and for the introduction of new products and services.

### 2. Eligibility

All suppliers participating in the Show must meet the following applicable eligibility requirements:

#### A) Suppliers

Participation in the Show as a Supplier is limited to RVIA member and non-member original recreation vehicle equipment manufacturer ("OEM") supplier companies, and purveyors of recreation and general products, services and accessories related to the RV industry and lifestyle.

### 3. Character of Exhibit

In order to comply with the purpose of the Show, each exhibitor agrees to display such products or services in a manner which is intended to describe and depict the advantages of using such product or services. Under no circumstances or by any means, may an exhibitor reveal the wholesale price of their products during show days. A display board containing facts pertinent to the construction of exhibitor's product and the product's F.O.B. factory retail price may be displayed.

Show Management reserves the right to prohibit any exhibit or part thereof which in their opinion violates the agreement described above or is in other ways not suitable to and in keeping with the spirit of the Show. Show Management further reserves the right to close an exhibit which is found

to violate the agreement described during the course of the Show or to refuse to permit the exhibitor to exhibit in one or more future RVIA Show by reason thereof.

Exhibitors such as distributors and manufacturer's representatives, who normally display products of more than one supplier manufacturer, may not display the names of those manufacturers for promotional advantage within the booth, on badges or in the official Show Directory.

Exhibitors may not distribute or provide to attendees printed material, flyers, handbills or have displays in their booth areas which advertise the products or services of companies that do not have contracted exhibit space within the Show, or are not related to the products sold in the exhibitors contracted booth.

Sales flyers, handbills or brochures are not permitted to be fastened to any Show ground structure or RV's within the Show perimeter. Handbills and flyers are not permitted to be distributed in the parking lot or demo unit parking area. Any flyers or handbills distributed by an exhibitor outside the exhibitor's Show area may be subject to a charge of not less than \$1,000 and possible forfeiture of exhibit rights in future RVIA shows.

No soliciting will be permitted outside an exhibitor's display area. Samples, catalogues, pamphlets, publications, souvenirs, etc., connected with any exhibitor's business or service, may be distributed by exhibitors only within their own exhibits, providing these items are pertinent to the exhibit. Only those signs describing a completed product being displayed will be permitted unless otherwise approved by Show Management. Referrals to other exhibitor's booths or display areas and/or sales pitches will not be permitted.

Models are restricted to the area within the exhibitor's display area. No undignified manner of attracting attention will be permitted. Costumed booth attendees, scantily clad models, or exhibit personnel in attire not representative of a business environment are restricted to this booth and may not roam the aisles or visit other displays.

#### **4. General Operation Guidelines**

##### **A) Show Days, Hours and Space Occupancy**

**The Show will be open October 6 - 15, 2017. Show hours are every day from 10:00 AM - 6:00 PM.** You may find show updates on our website [www.TheBestRVShow.com](http://www.TheBestRVShow.com). All show attendees, exhibitors and dealers must vacate the show grounds no later than 8:00 PM daily.

Any space not set up by 5:00 PM Thursday, October 5, 2017, will be considered cancelled and forfeited by the exhibitor and RVIA is entitled to keep all monies paid for the space. All booths must be manned by 10:00 AM on Friday, October 6, 2017. Exhibitors are required to have their booths manned during all regularly scheduled show hours.

Any exhibitor that anticipates the need to conduct business after the close of the show is advised to make arrangements for a hospitality suite in a nearby hotel or to have an RV parked in the Fairplex RV Campground Park. **Overnight Parking is prohibited in the parking lot**

and/or on the show grounds.

Any exhibitor who cancels or withdraws from the Show for any reason after the initial space application has been submitted, forfeits any monies paid and the exhibitor further agrees that the exhibitor is legally obligated to remit any unpaid balance for the assigned space. RVIA reserves the right to rent to another exhibitor or to eliminate or to maintain vacant the canceled space without obligation to the exhibitor. No exhibitor shall assign, apportion or subcontract the whole or part of their assigned space.

#### **B) Registration**

All Exhibitors will be required to register and carry a valid 'California RV Show I.D. Card' all 10 days of the Show. All ID cards will be punched at the gate when you enter the show grounds during show hours. Upon leaving the show grounds during show hours, exhibitors must get their **"HANDSTAMPED" AT THE GATE IN ORDER TO GET BACK IN**. If exhibitor loses or forgets their ID card, replacement cost is \$10.00.

Exhibitors are required to submit a list of names of all personnel working in their booth(s). Such requests must be proportionally reasonable to the amount of space they are occupying.

#### **C) Insurance**

Supplier exhibitors are required to carry their own all risk insurance through their own sources and at their own expense and are required to provide proof of insurance to Show Management. The required insurance must include coverage for: (i) their own property, (ii) extended public liability insurance in the minimum amount of **\$1,000,000** per occurrence and (iii) Workmen's' Compensation Liability. Exhibitor must add RVIA and Fairplex as additional insureds on the insurance policy. **Certificates of Insurance must be received by RVIA-California RV Show Ventura, CA address no later than August 31, 2017.**

It is the responsibility of each exhibitor to protect its property from theft and loss. Neither Fairplex nor RVIA nor any of their respective employees, agents or service contractors is responsible for or accepts any liability for any loss, theft of or damage to any merchandise while in transit to or from the show site, or while on the show grounds during the period from move-in to completion of the move-out.

#### **D) Taxes, Licenses and Permits**

It is each exhibitor's responsibility to be aware of, and comply with, the current laws and regulations in force at the time of the show regarding any necessary permits and/or licenses required as a result of their participation in the show. It is also the exhibitor's responsibility to be aware of and remit as required any taxes on sales due to any City, County, State or Federal agency who has jurisdiction over revenues realized by the exhibitor. RVIA assumes no responsibility or liability for an exhibitor's payment of appropriate taxes or securing required operating licenses or permits.

The State Of California, Board Of Equalization, Sales and Use Tax Laws require each exhibitor participating to furnish proof of a valid seller's permit or exemption from such permit, by completing the applicable sections of Form BT-410-D, Special Event Certification (which is included inside your service kit). This completed form must be mailed to RVIA-California RV Show, Ventura, CA address along with your application.

No applications for space will be accepted by RVIA, without this completed form. The penalty for non-compliance regarding a Seller's Permit for the California Sales and Use Tax Law will be \$1,000.00. For further information, to obtain a California Seller's Permit or for clarification of your company's exempt status, contact the State Board Of Equalization in West Covina, CA at (626) 480-7200.

Please have the following Show information available if you call:

- (1) Name of the show: CALIFORNIA RV SHOW
- (2) Located at: Los Angeles Fairplex, North White Ave,  
Gate # 9, Pomona, Ca. 91768
- (3) Length of Show: 10 days ~ October 6 - 15, 2017
- (4) Type of Permit: Temporary or Regular permit

**E) Receipts**

For the protection of exhibitors, RVIA requires that a written receipt accompany any item purchased from an exhibitor on the show grounds by a consumer attendee.

**F) Aisle Integrity and Booth Height Restrictions**

Due to fire regulations, aisle integrity must be maintained for all exhibits at the Show. All exhibitor products and display materials must be confined to the actual limits of their assigned areas. No products, or any part thereof, or landscaping materials, tables, chairs, signs, steps, awnings or other materials may extend into or over the aisles or other exhibitor display areas.

The maximum height of any booth back wall in the supplier areas (except the Exceptional Use Area) is eight (8) feet, including the sign. Side rail dividers may not exceed a height of three (3) feet for a distance of seven (7) feet from the aisle.

To avoid blocking neighboring exhibitor's displays, items and/or materials other than the exhibitor's product, may not exceed the height of 3 feet within 7 feet of an aisle where the common boundary meets an aisle or where the corner boundary meets an aisle. Unfinished or unsightly portions of a booth exposed to an aisle or another exhibitor's display area must be appropriately draped or otherwise finished.

Any unit or display materials not conforming to the area within Exhibitor's display will be removed from the grounds. Exhibitor will be required to discontinue any activity that overflows into the aisles, creates congestion or obstructs the free flow of traffic.

**G) Inclement Weather during Show Days**

The California RV Show is held outdoors and may therefore be subject to inclement weather. The majority of exhibitors requiring 10' X 10' booths will be housed in an un-air-conditioned tent installed on asphalt for the sole purpose of housing show exhibitors. Industrial fans will be used in the tent. Neither RVIA or the exhibit facility nor any of their respective employees, agents or contractors accept any liability due to precipitation, wind or fluctuations in temperatures inside or outside the tent. It is the responsibility of each exhibitor to protect its property from damage by inclement weather. Neither RVIA or the exhibit facility nor any of their respective employees, agents or contractors accept any liability for damage or loss due to inclement weather from the period of move-in to completion of move-out.

**5. Set-Up, Move-In and Move-Out**

**A) Supplier Exhibitors**

May begin move-in at Fairplex, Pomona, White Avenue Parking Facility, Gate #9, beginning Wednesday, October 4, 2017.

It is the responsibility of each Exhibitor's employees, agents or contracted move-in and move-out crew to remove their exhibitor's trash from the Show site premises. THE TRASH BINS LOCATED THROUGHOUT THE SHOW GROUNDS ARE FOR DAY TO DAY REFUSE ONLY. Any violation of this rule will result in a minimum fine to \$1,000 to the offending exhibitor.

Special arrangements may have to be made through the Decorating Service Contractor, GES, for weekend labor and equipment. Please be aware the weekend and overtime union labor rates are considerably higher than weekdays or regular time. All exhibits must be completely set-up and ready for display by 5:00PM, Thursday, October 5, 2017. Show grounds will be closed and secured from 8:00 PM Thursday, October 5, 2017, until 8:00 AM Friday, October 6, 2017.

RVIA contracts with various service contractors whose forms are included in the Exhibitor Service Kit. Except for the standard booth, sign and 500 watt electrical outlet, the services and/or supplies provided by these contractors are at the exhibitor's sole expense. RVIA reserves the right to restrict the use of displays or display materials which in RVIA's judgment are controversial, or do not conform to Show Rules and Regulations.

All drapery and table coverings must be of a fire retardant material. The Fire Department in some instances may test all materials used. Any material not in compliance with this ordinance will result in a fine to the exhibitor.

**B) Forklifts**

**All forklifts operated within Gate 9 and the Show perimeter must be operated by a trained and certified operator per the requirement of OSHA Standard 1910-178 and any other applicable regulations. Operators shall provide proof of such certification upon demand**

by RVIA. Damages resulting from improper operation should be reported immediately to Show Management and/or a security office. Liability for damages will be the responsibility of the operator involved. All necessary electrical, gas, steam, water or drainage outlets and services required by the exhibitor shall be installed only by the personnel employed by the Show Management for this purpose and at the exhibitor's expense.

**C) Installation and Set-up - General Information**

No exhibitor shall use any nails, tacks, brads, staples, screws, eyes, bolts, glue, paste, gummed tape, or other fastening or anchoring devices of any kind or nature whatsoever in or on the floors, walls, columns, doors, windows, ceilings, or any other part of the show grounds. Fastening carpet to the show grounds is only permitted by the use of tape. No exhibitor shall fasten any wire, rope, string, or thread to any part of the show grounds for displaying signs, advertising literature, or merchandise without first securing permission in writing from Show Management.

All necessary electrical, gas, steam, water, or drainage outlets and services required by the exhibitor shall be installed only by the personnel employed by the Show Management for this purpose and at the exhibitor's expense.

**D) Furniture, Decorations, Labor & Shipments**

Furniture, decorations and labor for exhibitors may be rented by individual exhibitors through the Show Decorator, GES. Drayage will be handled through GES. **DO NOT SEND** show materials to the show grounds unless you will have a representative there to accept them. **SHOW MANAGEMENT WILL NOT ACCEPT EXHIBITOR SHIPMENTS.**

**E) Move-Out**

**Supplier Exhibitor displays may not be dismantled until one half (1/2) hour AFTER close of the show on Sunday, October 15, 2017 (beginning at 6:30 PM).** Exhibitors who begin early tear down of their displays will be assessed a fee of not less than \$1,000 and possible forfeiture of future exhibit rights. Payment of the fine does not entitle the exhibitor to dismantle the display prior to one half (1/2) hour after the show closes on October 15, 2017.

Exhibitors will be responsible for removal of carpet, steps, signs and all personal decoration materials of any type by not later than 7:00 AM in the tent area and 5:00 PM in all RV exhibit areas on Monday, October 16, 2017. If any carpet, steps, signs or personal decoration materials are left in your display after the date and time stated above, RVIA will remove these articles and a penalty fee of not less than \$1,000 will be charged to the offending company. This fee will be in addition to any other costs incurred by RVIA as a result of exhibitor's failure to comply.

Any exhibitor who doesn't have all of its property removed in accordance with the information stated above will be required to reimburse RVIA for any costs RVIA incurs to remove the property and penalties charged to RVIA by Fairplex due to the delay in vacating the premises.

**F) Removal of Property**

Due to functions immediately following the Show, all products, equipment, merchandise and other property must be removed from the Show site no later than Tuesday, October 17, 2017, or it will be removed and stored by RVIA at Exhibitor's expense. Exhibitor assumes all liability for any damage to its property or merchandise which may occur as a result of such removal.

**G) Condition of Exhibit Space**

Exhibitor shall take the exhibit space "AS IS" and agrees to surrender it to RVIA at the end of the Show in the same condition as when received. Exhibitor agrees not to damage or in any manner deface, physically alter, or cause to be altered its exhibit space or any part of the Show site or grounds. Exhibitors are responsible for patching all holes made in the asphalt as a result of their exhibit. The ground occupied by the exhibitor must be returned to the condition it was in prior to the show.

**6. Promotions / Sponsored Functions**

All plans for special promotions or effects must be submitted in writing to Show Management in advance for approval. An exhibitor requiring such approval should make its request it before expending any money. In general, Show Management will approve individual exhibitor programs which are designed to attract attendees to the Show, provided that such activities are conducted in compliance with all Show rules. Show Management reserves the right to close any or all exhibits violating the foregoing Rules and Regulations.

To prevent injury and protect property, promotional or giveaway items of a potentially hazardous nature, as determined by RVIA in its sole discretion, are strictly prohibited. Examples of such prohibited items include, but are not limited to, yardsticks, knives, guns, gas filled balloons, letter openers, and the like. All promotional or giveaway items, other than product literature, must be approved in advance by RVIA. Giveaway bags are permitted but, to help control theft, only clear, see-through bags should be used.

The giveaway of food is limited to sample size food, i.e., 2 oz. beverage serving, container or package or "bite sized" unpackaged food samples. No exhibitor is permitted to sell packaged food that is consumable on site. Exhibitors may only give away food samples that pertain to the product the exhibitor is selling (see Fairplex "Sampling Procedures" in your Service Kit).

Any promotion activity, souvenir distribution, etc., must be confined to the exhibitor's booth. If at any time exhibitor's promotional activity creates congestion or obstructs the free flow of traffic in the aisles, the exhibitor will be required to discontinue the activity.

Early morning breakfasts or meetings sponsored by Exhibitor during designated Show days are permitted only when such functions are scheduled to end no later than 9:00 A.M. on the scheduled day, and are approved in writing, in advance, by RVIA in its sole discretion. If RVIA requires

additional security services for such function, Exhibitor is responsible for the cost of such additional security. Exhibitor sponsored events not scheduled to conclude by 9:00 A.M. are expressly prohibited. Exhibitor sponsored events are prohibited during regularly scheduled Show hours.

Exhibitor agrees not to sponsor or engage in activities that would cause any show attendee to leave the exhibit areas during regularly scheduled show hours with the exception of ride and drives performed to and from the California RV Show's test drive unit area.

## **7. Restrictions on Surveys / Contests / Giveaways**

The following information may be requested from show attendees being surveyed or on documents used for surveys or entry forms for contests and/or giveaways is: Names, address, city, state, zip, phone number, income, marital status, and any question pertaining to the exact product the vendor is selling in the Show. For example, a resort or campground cannot ask the person being surveyed or entering a contest or giveaway if they would like to purchase or currently own a cell phone.

### **A) Notification Of Award Of Prize**

Any exhibitor advertising a prize for a contest and/or giveaway with a prize valued at \$600.00 or more, must provide the prize to the winner within three (3) days after the close of the California RV Show and submit proof that the prize was awarded to RVIA-California RV Show, 41 S Wake Forest Ave., #3965, Ventura, CA. 93006 within six (6) days of the conclusion of the California RV Show.

### **B) Conduct Of Contests / Giveaways and Surveys**

Activities of this nature which have received written approval from Show Management must be conducted completely within the confines of the approved exhibitor's booth. Handout information, surveys or entry forms may not be distributed outside of the limits of the exhibitor's booth. Submit with the request the following items:

- (1) Copy of entry forms or survey forms to be used.
- (2) Copy of rules or operating guidelines under which the contest or giveaway will operate including procedures to be used to award prizes.
- (3) Explanation of the survey's purpose and how the survey results will be used.
- (4) Explanation of how the names and addresses collected pursuant to any contest, giveaway or survey will be used.
- (5) List prize/s to be awarded and value of each.
- (6) If the prize is being provided by a third party and not the exhibiting company, include the name of that company, contact person, address and phone number.

Show Management will endeavor to review all submissions as promptly as possible. To assist in obtaining the approval, exhibitors are encouraged to submit their written requests as early as possible and provide all of the information requested. If Show Management is unable to

approve the activity, an explanation will be provided and the exhibitor may resubmit an amended request.

## **8. Signs / Illumination / Noise / Sound Devices**

RVIA has the right to prohibit any sign which in its opinion is not in character with the Show. Signage must be confined to the areas within the exhibit booth perimeters and may not exceed height restrictions provided elsewhere herein, and may not cross over or protrude into common aisles. Tastefully done ad-art on vehicle windows is permitted. Exhibitor may not fasten any wire, rope, string or thread to any part of the Show site or grounds for displaying signs, advertising literature or merchandise without first securing RVIA's written consent.

All signs must be placed within the exhibitors boundaries of space purchased - NO signs will be allowed in the aisles. The use of flashing signs or other lighting effects in such a manner as to create unpleasant reflections or interfere with the other exhibitors is prohibited except when they constitute standard equipment regularly furnished to all the Supplier exhibitors/dealers.

Use of projection slide shows with sound, motion pictures with sound, or any other sound-producing devices must be approved by RVIA. Live music and recorded music sound systems are strictly prohibited unless approved in advance by RVIA in its sole discretion. Approved sound-making devices, such as microphones, must be maintained at a conversational level to avoid interference with neighboring exhibitors and when found objectionable, in RVIA's sole opinion, will be prohibited. No construction work or set-up will be permitted during the hours when the Show is open.

## **9. Fire and Safety Requirements**

All draping or display material (including but not limited to cloth, paper, texture, excelsior, wood chips, dried flowers or leaves, etc.) must be fireproofed and the exhibitor must have on hand an available certificate of compliance. Absolutely no cut trees will be permitted. No storage of any kind will be permitted behind an exhibitor's booth.

As of January 1986, the County of Los Angeles Fire Department passed an ordinance that prohibits smoking in a tent structure. Exhibitors are responsible for any violation of this rule in your immediate booth and/or tent area. The Los Angeles County Fire Department reserves the right to assess a fine and evict attendees and exhibitors; (i.e., if a supplier, dealer/consumer/public attendee is observed smoking in front of your booth this includes the common aisle, you are as the exhibitor as well as the guest will be fined and possibly evicted from the Show. This also includes tent structures located in a manufacturer's/dealer's display area. The Los Angeles County Fire Department will be on site during Show hours policing the area.

The following activities are strictly prohibited:

- (i) The operation of any heater, barbecue, heat producing device, open flames, candles, lamps, lanterns, torches or similar devices;
- (ii) The display and operation of any electrical, mechanical or chemical device which may

be deemed hazardous;

(iii) The use of flammable liquids, compressed gasses or chemicals;

(iv) The demonstrating of generators anywhere on the show grounds; or

(v) The demonstrating of any moving vehicle, scooter or electric bikes anywhere on the show grounds.

## 10. Indemnification, Limitations and Liability

### A) Collection Of Payment

Should the exhibitor's check be returned to RVIA due to insufficient funds, the exhibitor will be liable for all bank charges, collection fees and attorney's fees incurred by RVIA in pursuit of collection of the monies due. Further, the exhibitor will be charged and liable to pay interest on the balance due at a rate of 1 1/2% per month from the date that amount was due until it is paid.

### B) Attorney's Fees

If any legal action is commenced between Exhibitor and RVIA to enforce any provision herein and RVIA prevails, RVIA shall be entitled to recover from Exhibitor reasonable attorney's fees, and other legal expenses and court costs incurred by RVIA in such action as the court may find to be reasonable.

### C) Penalties For Rule Violations

Any exhibitor, or any of exhibitor's employees, agents or contractors who violate any provision of the Space Contract, terms and conditions or any of the Rules and Regulations, will cause the exhibitor at the discretion of Show Management, to be subject to a fine up to \$1,000 for each violation except as otherwise provided herein, and/or the loss of the right to exhibit in future RVIA Shows and/or participate in the initial drawing and space assignment procedure for the next year's Show.

### D) Restrictions and Indemnification

Show Management reserves the right to restrict exhibits which because of noise, method of operation or any reason become objectionable and also to prohibit or immediately evict any exhibit which in the opinion of Show Management may detract from the general character of the Show. This reservation includes but not limited to persons, things, conduct, printed matter or anything Show Management judges to be objectionable. Surveys of any type, other than those approved in advance by RVIA, are strictly prohibited. In the event of such restrictions or evictions, Show Management shall not be liable for any refunds, assessments, or other expenses. Demonstrating products outside of your assigned booth area is strictly prohibited.

Failure of any exhibitor to abide by any of the terms or conditions of the Exhibit Space Contract, or any of these Rules and Regulations, which are hereby expressly made a part of the

Exhibit Space Contract, except as otherwise provided, may result in the termination of exhibitors contract by Show Management without notice and RVIA may retain all monies received from exhibitor for the exhibit space and Show Management may thereupon with or without process of law, remove the said exhibitor, its employees, agents or servants, and may remove all of the exhibitor's articles of merchandise and other personal property from their space contracted for and from the buildings and grounds of the exhibit area at exhibitor's expense. The exhibitor assumes all liability for damages to its property or merchandise which may occur as a result of such removal.

Exhibitor covenants and agrees to defend, indemnify and hold harmless RVIA, Fairplex, Los Angeles County Fair Association, County of Los Angeles, California and their respective directors, officers, employees, agents, and contractors from and against any and all liabilities, damages, actions, claims, costs and expenses, including, but not limited to court costs and attorney fees, arising out of, or related to (i) any injury, or death to persons, or damage or loss of property occurring in Exhibitors exhibit area or related to Exhibitor's exhibit except to the extent caused by the negligence or willful misconduct of RVIA, Fairplex, Los Angeles County Fair Association, or the County of Los Angeles, (ii) an injury or death to persons, or damage or loss of property resulting, directly or indirectly, from any act or omission of Exhibitor, or any director, officer, employee, dealer, agent or contractor of Exhibitor, (iii) the failure of Exhibitor to act where implacable law imposes a duty to act, or (iv) the failure of Exhibitor, or any director, officer, employee, dealer, agent or contractor of Exhibitor, to comply with any of the terms and condition of the Exhibit Space Contract, or of the RVIA Show Rules and Regulations or of the terms of the written lease entered into, by and between RVIA as Lessee and Fairplex, the Los Angeles County Fairgrounds Management as Lesser, or of the Rules and Regulations of Lesser, the ordinances of the City of Pomona, and Los Angeles County, or of the laws of the State of California or of the United States.

RVIA shall not be responsible for any failure to perform any of it's obligations hereunder in the event the premises in which the Show is to be held become in the sole judgment of RVIA unfit for occupancy or unfit for the successful operation of the Show, as a result of strikes, lock-outs, acts of God, including but not limited to, earthquakes, inability to obtain labor or materials, government action of whatever nature, war, civil disturbance, curtailment of transportation facilities, fire, unavoidable casualty or other causes, whether similar or dissimilar, beyond the reasonable control of RVIA.

In the event of the cancellation of the Show by RVIA as a result of the aforesaid causes, the exhibitor expressly waives all of its rights hereunder and releases and agrees to hold RVIA harmless and from any and all claims for damages or expenses of any kind incurred by exhibitor as a result of the cancellation and further agrees RVIA shall have no obligation to exhibitor except to refund the exhibitor fee paid for space less a proportionate share of all expenses incurred by RVIA for the Show.

It is the responsibility of the RV Dealer designated by a manufacturer to work in an exhibit space to ensure that any employee, agent or contractor of the dealer observes all Show Rules and Regulations.

The RV Dealer will be held responsible for all violations by any of its employees, agent or contractors, and will be invoiced and liable for any outstanding charges, fines or other conditions that apply as the result of any of its employees, agents or contractors failing to observe any of the Show Rules and Regulations.

If the RV dealer designated by a manufacturer to work in an exhibit space does not intervene and halt the Show Rules violations committed by its employees, agents or contractors, or if such intervention is unsuccessful, Show Management may thereupon with and/or without process of law evict from the Show the RV dealer, his employees, agents and contractors for the duration of the Show and may cause the articles of merchandise and other personal property to be removed from the contracted space and the Show grounds at the RV dealer's expense. In the event the foregoing occurs, RVIA may retain all monies received on account of such exhibit space rental.

Show Management shall have full power in the interpretation and enforcement of all Rules contained herein and in the terms and conditions of the contract in the show offering materials. Each rule and regulation set forth herein shall be deemed to stand by itself unless otherwise indicated. Non-enforcement of any one of the rules and regulations set forth herein shall not affect the authority of Show Management with regard to enforcement of any other Rule or Regulation.

It is generally agreed that the conduct of the Show and all matters not specifically covered herein, or by the Show Contracts, shall be submitted to and determined by the Show Committee or the Western Show Director. Strict conformity by exhibitors to the Show Rules and Regulations is mandatory.

#### **11. Booth Sharing**

Only Exhibitor may occupy the exhibit space for which it has contracted. Booth sharing is not permitted.

#### **12. General Security**

RVIA has engaged a security company to provide certain security services; however, it is the responsibility of Exhibitor to protect its property from theft and loss. Exhibitor hereby acknowledges responsibility for its own property and agrees that neither Fairplex, nor RVIA nor any of their respective employees, agents, or contractors is liable for loss or theft for the period from move-in to the completion of move-out. Exhibitor must secure all property after Show hours. If Exhibitor desires additional individualized security, it must obtain and pay for this security at its own expense. Security cages can be rented from GES to secure property after show hours.

If Exhibitor is contracting for additional security with a security company other than the security company designated by RVIA, it must notify RVIA-California RV Show, 41 S. Wake Forest Ave., #3965, Ventura, CA. 93006 in writing of the company's name, address, phone number and contact person, and furnishes the schedule the security company will be working.

### **13. Exhibitor's Responsibility**

Exhibitor is responsible for ensuring that the employees, agents or contractors it authorizes to work in its display observe all of the contract terms and conditions set forth herein. Exhibitor will be held responsible for all violations of these terms and conditions by its employees, agents or contractors and will be invoiced and liable for any outstanding charges, fines or other conditions that apply as the result of its employees, agents or contractors failing to observe the rules and regulations.

### **14. Food and Beverages**

Except as provided in Section 6 of these Rules, regarding promotions and sponsored functions, the giveaway or sale by exhibitors of any food or beverage, including alcoholic beverages, is strictly prohibited.

### **15. Soliciting**

No soliciting is permitted outside Exhibitor's exhibit area. Samples, catalogues, pamphlets, publications, souvenirs, etc., connected with Exhibitor's business or service may be distributed by Exhibitor only within its own exhibit area, provided these items are pertinent to the purpose of the exhibit. Only those signs describing a completed product being displayed will be permitted unless otherwise approved by RVIA. Referrals to other exhibitor's booths or display areas or sales pitches will not be permitted. Models are restricted to the area within Exhibitor's display area.

Undignified manner of attracting attention, as determined by RVIA will not be permitted. Sale flyers, handbills or brochures are not permitted to be distributed or displayed in any manner outside the Exhibitor's exhibit area. Any Exhibitor promotion activity within the Show must be confined visually and audibly to the Exhibitor's display area. This refers to the wearing of costume clothing, but not attractive uniform jackets, hats, etc., which identify Exhibitor personnel.

### **16. Cancellations, Withdrawals and Reductions**

If Exhibitor cancels or withdraws from the Show for any reason, it forfeits any and all monies paid and Exhibitor further agrees it is legally obligated to remit any unpaid balance for such assigned space. If Exhibitor fails to occupy its exhibit space by 5:00 P.M., Thursday, October 5, 2017, it will be deemed to have cancelled its space. RVIA reserves the right to rent to another exhibitor or to eliminate or to maintain vacant the cancelled space without obligation to the Exhibitor. If Exhibitor reduces the size of its space after the original space application is received by RVIA, Exhibitor will be charged a fee equal to 25% of the cost of the total space it originally requested.

### **17. Breach of Contract/ Remedies**

In the event Exhibitor, or any employee, agent or contractor of Exhibitor, fails to pay RVIA all sums due hereunder, or fails to perform or observe any of the terms or conditions set forth herein, RVIA shall have the right, with or without notice, to take any or all of the following actions: (i) immediately terminate this contract; (ii) fine Exhibitor a minimum of \$1,000 up to a maximum of

\$10,000 for each such violation, except as otherwise provided herein; (iii) prohibit Exhibitor from participating in the initial drawing and space assignment procedure for next year's Show; (iv) prohibit Exhibitor from participating in future RVIA shows; and (v) pursue any other rights and remedies now or hereafter available to RVIA under the laws of the Commonwealth of Virginia.

In the event RVIA terminates this contract for Exhibitor violating any of the terms or conditions contained herein, RVIA shall have the right to retain all monies received from Exhibitor for the exhibit space as well as recover from Exhibitor such additional sums that RVIA may be due pursuant to the terms hereof. Additionally RVIA shall have the right, with or without process of law, to remove Exhibitor, its employees, agents and contractors, and all of Exhibitor's articles of merchandise and other personal property from the space contracted for and from the buildings and grounds of the exhibit area at Exhibitor's expense. Exhibitor assumes all liability for damages to its property or merchandise which may occur as a result of such removal. All rights and remedies available to RVIA hereunder, or at law or in equity, are expressly declared to be cumulative.

Exhibitor will not be permitted to exhibit in any RVIA show until such time as Exhibitor remits any and all funds due RVIA pursuant hereto. In the event of any claim by Exhibitor against RVIA arising out of or related to this contract, Exhibitor agrees that RVIA's liability is limited to the amount paid by Exhibitor for its exhibit space.

#### **18. Assignment**

Exhibitor may not sell, assign or transfer this contract or any interest herein either voluntarily or by operation of law, or sublet the exhibit space or any part thereof without the prior written consent of RVIA.

#### **19. Interest on Past Due Obligations**

If Exhibitor shall fail to pay any sum due RVIA pursuant to this contract by the date same is due, RVIA shall be entitled to charge and collect from Exhibitor interest on the balance due at the rate of one and one-half percent (1 1/2%) per month, from the date the amount was due until payment in full is received.

#### **20. Amendments**

RVIA has the right to make such reasonable amendments hereto as it considers necessary for the proper conduct of the Show, provided such amendments do not materially alter or change the contractual rights of Exhibitor. All amendments that may be so made shall be binding on all of the parties hereto.

#### **21. Waiver**

The waiver by RVIA of any term, covenant or condition in this contract shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition.

**22. Headings**

The headings and section titles to the sections of this contract are not a part of this contract and have no effect upon the construction or interpretation of any part of the contract.

**23. Gender**

The terms and words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, and any other gender.

**24. Waiver of Jury Trial**

Exhibitor hereby waives all right to trial by jury in any claim, action, proceeding or counter claim by RVIA against Exhibitor on any matters arising out of, or related to, this contract.

**25. Severability**

Any provision of this contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this contract and such other provisions shall remain in full force and effect.

**26. Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.