



TWIN CITIES WOMEN'S EXPO TERMS, RULES AND REGULATIONS

The Twin Cities Women's Expo is produced and operated by KnowledgeSphere, Inc., a Minnesota corporation d/b/a Twin Cities Women's Expo ("TCWE") and Rock What You Got ("RWYG"). TCWE has developed and implemented these terms and conditions to ensure a safe and accessible event (the "Expo") as well as protect the business operations of all exhibitors, sponsors, and TCWE. By registering and submitting payment as an exhibitor, the exhibitor listed below (the "Exhibitor") accepts and agrees to all of the following terms, rules and regulations:

1. GENERAL RULES FOR EXHIBITS AND EXHIBITORS

- a. Exhibitor agrees to occupy the contracted exhibit space for the entirety of the Expo hours and represents that it has the necessary authority, licenses, or permission to participate in the Expo and will not display any product or signage without proper approvals. Further, Exhibitor has accurately represented the nature of its business and the products to be displayed and asserts that it will not display or solicit any service or product other than what has been approved by TCWE in writing.
- b. TCWE reserves the right to determine the eligibility of any exhibitor, product, signage or material for inclusion in the Expo. No Exhibitor shall exhibit, or permit to be exhibited, any items that were not specified at the time of registration. TCWE may limit the number of available spaces, the types and nature of products or remove exhibits that it determines are disruptive, objectionable or inappropriate.
- c. Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and requirements, including any applicable safety standards that may be issued by the Consumer Product Safety Commission and the emission regulations issued by the Environmental Protection Agency.
- d. Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from use during the Expo of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, service mark, trade name, patent, trade secret, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless TCWE and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such use or misuse.
- e. Exhibitors may not sublease or assign its exhibit space. Sublease includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in or at the Expo.
- f. Exhibitor hereby grants TCWE, a non-exclusive, non-transferable right and license to use the intellectual property, logos and trademarks of Exhibitor for purposes of promoting the Expo and future events produced by TCWE.
- g. Exhibitor is prohibited from using the Expo to solicit or otherwise infringe on any other Exhibitor's space during the Expo.
- h. Exhibitor's advertising and marketing of its participation in the Expo shall comply with all guidelines provided by TCWE in the Exhibitor kit provided to Exhibitor at time of registration. TCWE will provide Exhibitor with logos, applicable language, tag names or hyperlinks for Exhibitor to promote its participation in the Expo. Exhibitor agrees not to use the MARKS of the Expo in any way that infringes on or otherwise misuses TCWE intellectual property. Any violation may result in revocation and cancellation of Exhibitor's booth without refund. TCWE decision on all matters is final.
- i. Exhibitor is not guaranteed any specific space, location or other representations of attendee traffic other than those expressed in this Agreement. TCWE may alter or change the map, number of booths, size of booths, location, decorations or other esthetics of the Expo and no warranties are made of any minimum requirements. TCWE reserves the right to change any, and all, details of the Expo at any time and without notice, including, but not limited to dates, times, venue, speakers, advertising, floor layout, or relocate Exhibitor without liability. TCWE retains the right to establish and amend or modify any regulations governing use of the facility and the Expo.
- j. Exhibitor will occupy its booth for the entire duration of the Expo. Any Exhibitor being observed tearing down or otherwise vacating its booth before the Expo closes, will be assessed a fine equal to 50% of its EXHIBIT fee or \$500, whichever is greater.
- k. Exhibitor acknowledges and accepts that individuals represented at your booth as well as your booth materials may be included in photographs and/or videos taken during the Expo. These photos and videos may be used by TCWE to promote the Expo during and after the Expo without any additional permission or consideration.
- l. Exhibitor further agrees that TCWE may promote your participation in the Expo via social media, newsletter, website or other channels.

2. PAYMENTS AND CANCELLATIONS

- a. Payment is required to ensure Exhibitor space is reserved. Immediately upon approval of Exhibitor by TCWE, Exhibitor must make payment via credit or debit card via the web portal. Payment options may be available via the portal, but are not guaranteed. Exhibitor may request additional payment options and any exceptions will be the sole and final decision of TCWE.
- b. Payments made and returned for non-payment will result in a \$40 insufficient funds fee. If full payment of cleared funds is not received within 24 hours of notification for non-payment, TCWE may cancel exhibition space and make it available to another person.
- c. **Refunds for cancellations by Exhibitor will not be provided for any reason.**

- d. Exhibitor will receive a full refund only in the event TCWE does not approve Exhibitor, the layout of the venue changes and exhibit booths are unavailable, or Exhibitor cannot be accommodated because the venue is oversold. No additional liability or claims for damages, other than payments already made by Exhibitor, are enforceable.
3. **DIRECT MERCHANDISE SALES**
- a. Exhibitor may sell product directly to the consumer at the Expo provided Exhibitor has the appropriate licenses and certifies that it will report and submit the required sales taxes. All Exhibitors are required to complete MN Department of Revenue Form ST19 and return it to TCWE at the time of payment. Missing ST19 forms may result in cancellation. http://www.revenue.state.mn.us/Forms_and_Instructions/st19.pdf
- b. **FOOD and BEVERAGE.** If Exhibitor product is a food or beverage, advance permission and planning is required by TCWE. Venues have strict rules regarding the sale of food and beverages in its locations and any item may not be allowed as determined solely by TCWE. Exhibitor may offer samples in limited quantities, if approved, and must have the applicable licensing, insurance and health department licenses and take care to ensure the public is protected and provide such proof to TCWE upon request.
- c. TCWE reserves the right at its full discretion to limit the type, quantity or category of merchandise exhibited or sold at the Expo.
4. **INDEMNIFICATION, WAIVERS AND LIABILITY RELEASE**
- a. Exhibitor releases TCWE its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, attorney's fees or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's participation in the Expo, and the Exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.
- b. Exhibitor, without regard to assignment, lease, sublease license or occupancy shall indemnify, hold harmless, defend and reimburse TCWE, its vendors, and the VENUE and their managers contractors, directors, officers, employees, agents and members, and each of them (the "Indemnities") from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnities incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the Expo.
- c. This Agreement shall be governed by and construed in accordance with the substantive laws of the State Minnesota. Any claim arising out of, or relating to, this Agreement or the breach thereof, shall be venued in the courts of the State of Minnesota, Fourth Judicial District, Hennepin County Minnesota. The prevailing party shall be entitled to an award of its attorney's fees and costs against the other party.
- d. Exhibitor is responsible for obtaining insurance for its own property, personnel (including Workman's Compensation), materials, product and any other items from any damages 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 TCWE, the facility in which the Expo is held, for any loss, damage or injury, however caused. Any damage, loss or destruction of any property on premises caused by Exhibitor, its employees, agents or materials is the responsibility of Exhibitor, whether directly or indirectly, from any intentional or negligent act or omission is the responsibility of Exhibitor. Exhibitor may be asked to provide TCWE with a Certificate of Insurance listing KnowledgeSphere Inc.
5. **FORCE MAJEURE**
- a. TCWE shall have no liability to Exhibitor whatsoever for any matter or thing resulting from events that are outside of its control, including, without limitation, natural disasters such as fire, flood, earthquakes, hurricanes, snow or thunderstorms, tornadoes; acts of war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities infectious disease or terrorism. TCWE will provide Exhibitor with notification as soon as reasonably practicable its intent to invoke a Force Majeure and its effect upon the performance of the obligations under this Agreement.
6. **VIOLATIONS OF AGREEMENT**
- a. If Exhibitor violates or breaches any terms or conditions of this agreement, all payments made by the Exhibitor and all amounts due to TCWE shall be deemed earned by TCWE and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and condition of this Agreement, TCWE reserves the right to immediately occupy the space previously reserved for Exhibitor and utilize it in any manner as it 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 as a result of the use of or payment for the space by another exhibitor in the Expo.
- b. TCWE shall have the power to adopt, amend, interpret and enforce all Expo terms, rules and regulations with respect to the operation and conduct of the Expo, any Exhibitor observed to be soliciting business in the aisles or other public spaces, in another exhibitor's booth or in violation of any of these rules will be asked to leave immediately and additional penalties may apply, including removal of Exhibitor's booth.
- c. No failure of TCWE to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that TCWE may have under this Agreement shall impair any right, power or remedy that TCWE may have under this Agreement.

The agreement may be signed electronically by agreeing to the terms and conditions through our electronic application and payment portal.

Exhibitor Name: _____

Address: _____

Exhibitor Signature: _____

Date: _____, 2018

The Twin Cities Women's Expo is an event and exposition owned, produced and operated by KnowledgeSphere, Inc, a Minnesota Corporation at 2800 University Ave SE, Suite 205 Minneapolis, MN 55414. Any questions may be directed to empower@twincitieswomensexpo.com.