

Rules and Regulations

These rules are part of the contract for exhibition privilege and space between the exhibitor and Small Rails Productions. This includes the following, Heart of America Garden Railroad Show, Southeast Garden Railroad Show, Southwest Garden Railroad Show, and the 2011 National Garden Railroad Convention.

All exhibitors must read and adhere to these rules, which will be strictly enforced.

1. DEFINITION:

(a) The word SHOW, as used herein will mean one of the following, "Heart of America Garden Railroad Show, Southeast Garden Railroad Show, Southwest Garden Railroad Show, or 2011 National Garden Railroad Convention", or its officers or directors or committees or members or employees acting on behalf of Small Rails Productions in the management of the SHOW.

(b) The words OPITC, as used herein, will mean "Overland Park International Trade Center", or its officers or directors or committees or members or employees.

2. ELIGIBLE EXHIBITS:

(a) The SHOW reserves the right to determine the eligibility of any company or product for inclusion in the SHOW.

(b) Any sign, display, costume, or personnel that is in the associations opinion detrimental, in bad taste, controversial in nature, or in any way of harming the SHOW, will be ordered removed or changed to acceptable standards. The decisions of the SHOW committee in these matters will be final.

3. LIMITATION OF LIABILITY: The Exhibitor agrees to make no claim for any reason whatsoever against the SHOW or the OPITC for loss, theft, damage, destruction or delay, or non delivery of goods, display materials, and other effects, or nor for any injury to himself, employees, or representatives while in the SHOW quarters nor for any damage of any nature or character including any damage to his business by reason of the failure to provide space for the exhibit or removal of the exhibit, nor for any action of any nature of the SHOW, or its members, committees. employees or agents nor for failure to the SHOW as scheduled.

Exhibitor agrees to protect, save, and keep the SHOW and the OPITC forever harmless from any damage or charges imposed by violation of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor as well as to strictly comply with the applicable terms and conditions contained in the agreement between the OPITC and the SHOW regarding the exhibitions premises, and further, exhibitor will at all times protect, indemnify, save, and keep harmless the SHOW and the OPITC against and from any and all loss, damage, cost damage, liability, or expense arising from or out of, or by reason of, any accident which arising from, or out of, or by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof.

4. INSTALLATION, DISMANTLING:

- (a) Exhibitors will adhere to hours and dates of installation, showing and dismantling as specified by the SHOW in its exhibitor's instructions.
- (b) No exhibit may block or interfere with a neighboring exhibit.
- (c) The SHOW reserves the right to alter the SHOW days and hours in any manner whatsoever in the best interest of all exhibitors.
- (d) The SHOW will refuse admittance of any exhibitor and/or its display materials, unless all fees owing are paid.
- (e) The SHOW reserves the right to alter booth location in any manner whatsoever in the best interest of the SHOW.

5. NOISE AND ODORS: No noisy or obstructive work will be permitted during open hours of the SHOW, nor will noisily operated displays, nor exhibits producing objectionable odors be allowed.

6. DAMAGE TO PROPERTY: Nothing will be posted on, tacked, nailed or screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Anything in connection therewith, necessary or proper for the protection of the building, equipment or furniture, will be at the expense of the exhibitor. Exhibitors are liable for any damage caused to building, floors, wall, or columns, or to standard booth equipment, or to other exhibitors property. Exhibitors may not apply paint, lacquer adhesive or any other coating to building, floors, or to standard booth equipment.

7. DECORATION: The SHOW will have full decoration and authority in the placing, arrangement, and appearance of all items to be displayed within the SHOW by all exhibitors. The SHOW may require the replacing, rearrangement, redressing or redecorating of any item, or of any booth in the SHOW and no liability shall attach to the SHOW for costs that may evolve upon an exhibitor thereby.

Exhibitors building special side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths.

8. EXHIBITS: No exhibitor may dismantle his display material until the closing hour of the SHOW, and it is expected that exhibitors will properly person their booths during SHOW hours. Failure to comply may be cause for the SHOW to refuse future exhibiting privileges or fine exhibitor \$150.00 per booth for next years booth space.

9. **SAMPLES, CATALOGS:** Pamphlets, souvenirs, publications, etc., may be distributed by exhibitors. Exhibiting publishers may distribute a copy of their publication to each booth on the **SHOW** floor, and may place copies for pickup at locations designated by the **SHOW**. Samples other than articles manufactured by the exhibitor may be distributed only if approval for such distribution has been obtained in writing from the **SHOW**.

10. **SOUND DEVICES:** Mechanical reproduction of sound or music relating to an exhibit will be kept at a sufficiently low volume so as not to project beyond the confines of the exhibitor's booth.

11. **MEETINGS:** No exhibitor / Club will be held, or arrange for the holding by others, of any meeting that conflicts with show hours.

12. **FLAMMABLE MATERIALS AND LIQUIDS:** No combustible decorations, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All muslin, velvet, silken, or any other cloth decoration, must stand a flameproof test as prescribed by the fire ordinance of Overland Park, Ks. No containers of flammable liquids or gases may be displayed. Empty containers must be used.

13. **SAFETY DEVICES:** The exhibitor agrees to accept full responsibility for compliance with National, State, and City regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

14. **SIGNS, SIGN COPY, ILLUMINATION:** No electric flashing signs involving the use of Neon or similar gases will be permitted in the **SHOW**, unless approved by the **SHOW** in writing. Should the working of any sign or area in any exhibitor's booth be deemed by the **SHOW** to be contrary in any way to the best interests of the **SHOW**, the exhibitor shall make such changes in said wording as are requested by the **SHOW**.

15. **DEFAULT IN OCCUPANCY:** Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. Unless exhibitor can show due cause by noon of setup day why booth cannot be installed by the time set for completion, such space may be possessed by the SHOW for such purposes as it may see fit, in which case the exhibitor shall pay full rental for such space. The SHOW reserves the right to relit such space, after giving notice to the original exhibitor, who in such case shall be liable to the amount and to the extent of the loss incurred by the SHOW in reletting.

16. **EXHIBITORS ADMITTANCE DURING NONSHOW HOURS:** Representatives of exhibiting companies will not be permitted to enter the SHOW earlier than one hour before the scheduled opening time each day of showing. Exhibitors having special problems that require time, should make arrangements for earlier admittance by checking at the SHOW headquarters office on the previous day and obtaining necessary credentials. Also, exhibitor's representatives will not be permitted to remain in the exposition hall after the closing hour each night, with the exception of the final night, unless special arrangements are made at the management office in advance.

17. **ATTENDANCE: THE SHOW SHALL HAVE SOLE CONTROL OVER ALL ADMISSION POLICIES AT ALL TIMES.**

18. **SUBLEASING:** Exhibitors may not sublet their space nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in their own name, except where such articles are required for the proper demonstration or operation of exhibitor's displays, in which case identification of such articles shall be limited to the regular nameplate imprint or other identification in which standard practice appears normally on the article. Exhibitors may not permit in their booths, non-exhibiting companies representatives. Ruling of the SHOW shall in all instances be final with regard to use of any exhibit space.

19. **FORCE MAJEURE:** In the event the OPCC to any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, act of war, strike, lockout, labor dispute, riot or any other cause or agency over which the SHOW has no control, or should the SHOW decide that because of any such cause it is necessary to cancel, postpone, or re-site the SHOW, or reduce the installation time, SHOW time, or move-out time, the SHOW shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect arising as a result thereof.

20. REJECTED DISPLAY: The exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. The SHOW reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or exhibitor is ejected for violation of these rules, or for any other stated reason, on return shall, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or exhibitor is ejected for violation of these rules, or for any other stated reason, no return shall be made.

21. AMENDMENTS TO RULES: Any and all matters or questions not specifically covered by the preceding rules and regulations, may be amended at any time by the SHOW, provided that such amendments shall not operate to substantially diminish rights now reserved to the exhibitor under the contract, and shall not operate to substantially increase the liability of the exhibitor. All amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.

22. AGREEMENT TO RULES: Each exhibitor, for himself and his employees, to abide by the foregoing rules and regulations and by any amendments or additions thereto that may hereafter be established or put into effect by the SHOW, provided that such amendments or additions shall not operate to substantially diminish rights now reserved to the exhibitor under the contract, and shall not operate to substantially increase the liability of the exhibitor.

23. NO BOOTH will be held without payment.

24. BOOTH CANCELLATION / REFUND:

Before 120 days of the SHOW - 100% refund

Before 90 days of the SHOW - 50% refund

After 90 days - 00% refund

Notification by mail only - No e-mails or phone messages.