



## **The Arnold Fitness EXPO 2019**

### **The Arnold SportsWorld EXPO for Kids & Teens 2019**

#### **RULES & REGULATIONS GOVERNING EXHIBITS**

The Arnold Fitness EXPO 2019 and The Arnold SportsWorld EXPO for Kids & Teens 2019 is owned and operated by Classic Productions, Inc., referred to hereinafter as “Management”. Applicant agrees to abide by all instructions, exhibitor information and Rules and Regulations of Management. Any changes in this agreement must be in writing and signed by both parties. Management shall have sole discretion in the interpretation and enforcement of all Rules and Regulations contained herein and the power to make such amendments thereto, and such further Rules and Regulations as it shall consider necessary for the proper conduct and success of the Exposition. The failure of Management to insist upon a strict performance of any of the Rules and Regulations shall not be deemed a waiver of any rights Management may have. This agreement shall be construed solely as a license for the use of the exhibit space to be occupied by the Exhibitor, and Exhibitor agrees that it has not relied on any oral or written representation not contained in the agreement. Management disclaims any implied warranties of merchantability and/or fitness with respect to the services or material furnished to the Exhibitor in connection herewith.

Management reserves the right, in their sole discretion, to alter the exhibit hours or floor plan arrangements in any manner which is in the best interest of the Exposition. Assignment of space will be made by Management, in its sole discretion. Location preferences will be accommodated as far as possible. Acceptance of an applicant does not imply endorsement of exhibitor’s products or services; nor does rejection imply lack of merit of same.

#### **BOOTH & EXHIBITOR ACTIVITIES**

The standard booth equipment furnished will consist of an 8-foot height back wall of draperies with aluminum uprights and stanchions with the division side rails 3-foot high covered with draperies. Exhibit booth structure that will extend out from the booth backline to the aisle and that will be higher than 3 feet must be approved by Management. Exhibitors building to these specifications must finish the back or side portions of their exhibit so that these exposed areas will not be objectionable to adjacent exhibitors. Management reserves the right to have such finishing done or masking drapery installed, billing the exhibitor for charges incurred. No build-up exhibits or other construction shall exceed 8 feet in background height including company name or other advertising unless approved by Management. No exhibitors shall so arrange his exhibit as to obscure or prejudice adjacent booth exhibitors, in the sole opinion of Management.

**All Exhibitors must furnish a schematic of their exhibit space, including dimensions, graphics and details of the proposed activity in that space PRIOR to December 15th.**

**Sound equipment amplification will be monitored electronically and must be kept under 90 decibels. If Management requests the sound level to be lowered and we must repeatedly visit your booth-after 3 times we reserve the right to turn off your power.** We ask our exhibitors to be respectful of their neighbors. Everyone is there to conduct business and has the right to be able to speak to the attendees.

Hanging signage from ceiling is restricted to booths 20' x 20' or larger, or 10' x 20' + perimeter booths. Signs should be centered over the booth, hung 6' below the ceiling and 12' from the floor, must be flame retardant and no taller than 10'.

Celebrities in exhibit booths/handouts/Information gathering – to comply with the Fire Marshall's requirements, exhibitors are not to block the walkways or other exhibit booths. **Exhibitor will incur additional cost for security personnel if they are needed to keep their lines from blocking other exhibitors.**

Management reserves the right to decline, prohibit or expel any exhibit and/or products, which, in its sole judgment, is out of keeping with the character of the Exposition including, but not limited to, persons; display materials; printed matter; product and conduct. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. **No standing or soliciting outside of your booth space or throughout the EXPO hall. Absolutely NO standing on tables or chairs. Absolutely NO throwing or tossing of ANY item into the crowds.** Items are to be HANDED to the attendees from WITHIN the exhibitor booth space.

**Drink samples are to be limited to one serving or less per sample. (one serving= 4 oz.) Food items are to be bite size – not to exceed 2 oz. portions.**

Ephedra, Ephedra Derivatives, hormone or hormone related products ARE NOT PERMITTED at the Arnold Fitness EXPO.

No Exhibitor may assign, sublet, or apportion the whole or any part of the space allotted him; nor exhibit therein any other goods than those manufactured or sold in the regular course of business by the exhibitor. This includes flyers, brochures and magazines not part of exhibitor's business. Identification badges are not transferable. Admission will be by wristband only.

Signage, Photos, Literature, Displays, etc. – The Arnold Sports Festival does not allow literature or products that make reference to steroids or enhancement ability that is related to any illegal substance. No references may be made about enhancement of sexual pleasure, endurance or any product marketed as an aphrodisiac. All literature must be appropriate for a high school and younger audience. No catalogs or products may be distributed that reflect items that are not legal for sale to individuals under the age of 18 in the United States and must follow the laws as set forth by the State of Ohio. Be sure to have any objectionable items pre-approved by the Classic Productions Office prior to December 1<sup>st</sup>.

Should a booth worker be attired in an inappropriate manner, at the discretion of Management, they will be escorted out of the exhibit hall and asked to change before returning.

**The flying of drones inside or outside of any of our venues is strictly prohibited.**

Printed apparel or signage – Your designs **must** be submitted to the Classic Productions office prior to December 1<sup>st</sup>. Foul or suggestive language will not be tolerated. Usage of any Arnold Sports Festival weekend logos, images of Arnold Schwarzenegger, and/or specific mention of the terms...Arnold Sports Festival, Arnold Classic, Arnold Fitness EXPO or Arnold SportsWorld EXPO for Kids & Teens must be approved by the Classic Productions office prior to printing – **NO EXCEPTIONS!** Any non-approved items will be confiscated.

Exhibitors shall be bound by and comply with, at exhibitor's sole cost and expense, all applicable national, state, city, municipal and other laws, codes and governmental regulations of governmental or other authorities having jurisdiction over the exhibit facility or the conduct of said Exposition, together with the Rules and Regulations of the owners and/or operators of the facility in which the Exposition is held. Exhibitors shall be bound by and comply with, at exhibitor's sole cost and expense, all applicable copyright and trademark laws and regulations which may affect Exhibitor's use and occupancy of the exhibit space or participation in the Exposition.

**INSURANCE & INDEMNIFICATION**

Attention is called to the necessity for insurance covering all risks (including but not limited to liability, fire, and theft damage) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the Exposition. Exhibitor acknowledges that Management, Greater Columbus Convention Center, Ohio EXPO Center, Expo Services and Excel Decorators (decorator companies), their officers, agents or employees do not maintain insurance covering Exhibitor's property. It is the sole responsibility of Exhibitor to obtain business interruption, property damage and other insurance covering such losses as Exhibitor may incur, and assume no responsibility for the safety of the properties of the Exhibitor, Exhibitor's officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever.

The exhibit facility is a public building. Exhibitors are cautioned to take valuable items to their rooms or otherwise assure their safety when they are not in attendance at their exhibit booths and to exercise caution during the exhibit hours. Watchmen service is provided at all times when the exhibit hall is not open on show days, but the furnishing of such watchmen shall not be deemed to increase the liability of Management, the owner of the building in which the exhibit facility is located, their officers, agents or employees, nor to modify in any way the assumption of risk and release provided for above. Management shall not be responsible for the conduct of contractors or their employees and assume no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the exhibit facility.

Exhibitor expressly agrees to save and hold harmless Management, Greater Columbus Convention Center, The Ohio EXPO Center, Expo Services & Excel Decorators (decorator/drayage companies), their officers, agents, and members and employees from any and all liability resulting from injuries to any person or for damages to or loss of property owned or controlled by Exhibitor, its agents, employees and attendees, person and or properties in connection with the Exhibitor's use and occupancy of the exhibit space or participation in the Exposition, and from any claim or liability which may arise as a result of copyright and trademark laws and regulations which may apply to Exhibitor's use and occupancy of the exhibit space or participation in the Exposition.

## CANCELLATIONS

In the event an exhibitor desires to cancel his reservation of booth space, a written notice of request for cancellation must be transmitted to Arnold Fitness EXPO and/or the Arnold SportsWorld EXPO for Kids & Teens, 1215 Worthington Woods Blvd., Worthington, Ohio 43085 by mail **postmarked no later than January 15, 2019**. If the request is **approved and accepted** by Management, the amount paid **may be** rolled over to cover the cost of exhibit space the following year (2020). The credit cannot be carried forward any further than 2020. Prior to submission of the 2020 Exhibitor Application, the Exhibitor must provide Management the approved paperwork for the roll over option. If the cancellation occurs after the January 15<sup>th</sup> date – down payments may be forfeited however each cancellation will be handled by management on a case by case basis.

Exhibitor agrees that whenever an attorney is used to obtain payment due hereunder an attorney's fee of 30% of the sums due shall be payable by the Exhibitor as and for reasonable attorney fees.

In the event the Exposition is cancelled or postponed, or Management is unable to perform for any reason whatsoever including performance under this agreement, the sole and exclusive remedy of Exhibitor as against Management with respect to any damages sustained by Exhibitor as a result of the non-occurrence or postponement of the Exposition, including incremental and consequential damages, shall be a refund of monies paid on account of the exhibition space, less Exhibitor's pro rata share of expenses relating to the Exposition, as determined by Management. Management reserves the right to cancel or postpone the Exposition for any of the following reasons: damage or destruction of the facility; acts of God; national or unforeseen emergency; public enemy; war or insurrections; strikes or the possibility of strikes; the authority of the law; for any cause beyond their control or where Management, in its sole discretion, determines that the Exposition cannot be held as planned; or in a manner which will serve the best interests of Management, the attendees and/or exhibitors; or where the success of the event will be adversely affected. This agreement shall be governed by the laws of the State of Ohio.