

MARKETSQUARE CONVENTIONS 2011/2012

Rules & Regulations

ChristianTrade Association International's Marketsquare conventions (variously named "Marketsquare Europe," Marketsquare International," etc.) are produced and managed by ChristianTrade. ChristianTrade show management will establish all policies, rules, and regulations. All matters and questions not covered by these Rules and Regulations are subject to decision by ChristianTrade show management. Given changes in the location of the Convention, it may be necessary for ChristianTrade to supplement these Rules and Regulations with provisions tailored to each venue. Exhibitor shall abide by these Rules and Regulations and any additions, amendments, and supplements made by ChristianTrade show management after its acceptance of Exhibitor's Application for Exhibit Space. ChristianTrade shall have the right to terminate without notice Exhibitor's right to exhibit if Exhibitor or any of its officers, directors, employees, agents, or representatives either fails to abide by these Rules and Regulations or, in the opinion of ChristianTrade, behaves in an unlawful, unethical, or inappropriate manner. In such instances, dismissal shall be without refund. ChristianTrade show management may make exceptions to these Rules and Regulations when doing so, in ChristianTrade show management's sole opinion, will be in the best interests of ChristianTrade, the Convention, and the exhibitors.

ELIGIBILITY FOR PARTICIPATION

- (a) The purpose of the Convention is to offer a forum for exposure of Christian product from any supplier to any buyer engaged in the Christian trade. Exhibit space is available to entities offering products for re-sale, entities offering equipment or services that support the Christian trade, and entities desiring to negotiate the international rights to purchase, translate, produce, or distribute products within the Christian trade.
- (b) ChristianTrade show management shall have the sole right to determine the eligibility of applicants for exhibit space in the Convention. ChristianTrade show management shall have the right to investigate Exhibitor for the purpose of determining, as a condition of assigning exhibit space, the relevance of its products or services to the Christian trade. ChristianTrade show management shall also have the right to require Exhibitor to furnish a catalog or descriptive listing of the products or services which Exhibitor intends to display at the Convention and to complete and return a questionnaire relative to Exhibitor's business.
- (c) All exhibitors based outside the U.S. must be members in good standing of the ChristianTrade nation member in their country, if one exists. If an exhibitor is a subsidiary of an organization based outside the U.S., then its headquarters must likewise be a member in good standing of the ChristianTrade nation member in its country, if one exists.
- (d) To qualify for membership discounts, exhibitor must be a ChristianTrade member in good standing.

EXHIBIT DATES AND HOURS

- (a) Exhibit dates and hours will be established by ChristianTrade show management prior to the Convention.
- (b) Exhibit hours are subject to change by ChristianTrade show management.

ACCEPTANCE OF APPLICATION AND ASSIGNMENT OF SPACE

- (a) Subject to exceptions for extenuating circumstances, which exceptions may be made by ChristianTrade show management in its sole and absolute discretion, exhibit space assignments shall be made consistent with these Rules and Regulations.
- (b) It is necessary for ChristianTrade to take reasonable steps to accommodate new exhibitors each year. ChristianTrade shall have the right to assign to any exhibitor fewer exhibit spaces than requested in the Application for Exhibit Space. Exhibitor may request that it be assigned a greater number of exhibit spaces, but such request shall be honored only if ChristianTrade show management determines exhibit spaces are available. Except as provided above, ChristianTrade shall, to the extent reasonably possible, assign the exhibit space

requested by Exhibitor. Assignments made by ChristianTrade show management shall be final.

- (c) Exhibit space assignments shall be made as applications are received or approximately 60 days before the Convention.
- (d) Upon approval of an Application for Exhibit Space, ChristianTrade show management shall assign exhibit space and inform the Exhibitor.
- (e) Exhibitor's placement priority may be determined by the date its reservation is received.

REDUCTION OF SPACE OR CANCELLATION

- (a) Exhibit space deposits must accompany Exhibitor's Application for Exhibit Space and are non-refundable, except in the sole and absolute discretion of ChristianTrade show management.
- (b) If, after acceptance by ChristianTrade of its Application for Exhibit Space, Exhibitor elects to occupy less than the number of exhibit spaces assigned by ChristianTrade, Exhibitor shall not be entitled to a refund of the Space Rental Fee paid for such unused exhibit spaces.
- (c) In the event of such reduction or cancellation, ChristianTrade show management shall have the right to use said exhibit space to suits its own convenience, including selling the exhibit space to another exhibitor, without any rebate or allowance to Exhibitor.

EXHIBIT SIZE

- (a) Exhibit spaces shall vary according to the layout provided.
- (b) ChristianTrade shall furnish each exhibit space appropriately and inform exhibitor in advance of the standard features.
- (c) All additional services required by Exhibitor (e.g., furniture, electricity, and labor) should be ordered directly from the Official Service Contractor. These additional services are not part of this agreement, must be ordered separately, and must be paid for by Exhibitor.

REGULATIONS FOR RIGHTS TABLE POSITIONS

- (a) If the Convention is a "table top" show, table positions may be used for display and translation rights. If the Convention includes booth positions, table positions are generally used for international translation rights only.
- (b) Table positions include a small table and two chairs.
- (c) The display space for a table position is limited to the table top. The total height of product and display on a table may not exceed two feet. Nothing may be placed on the floor with a table position, unless under the table.
- (d) Any material left on tables at closing each day may be discarded by ChristianTrade show management.

SETUP AND DISMANTLING

- (a) Setup hours for exhibit space will be announced based on the time availability of each site. Exhibitor will be required to set up during such hours. Any exceptions must be approved in advance by ChristianTrade show management.
- (b) If Exhibitor's exhibit materials fail to arrive, Exhibitor shall nevertheless be responsible for all amounts due hereunder.
- (c) **Dismantling of exhibits shall not begin until after the Official Closing of the Exhibit Floor.** All exhibit material must be completely removed by 21:00 that day. Violation of this provision may result in loss of Exhibitor's exhibiting privilege in subsequent ChristianTrade conventions.
- (d) Exhibitor shall be liable for all storage and handling charges resulting from its failure to remove all exhibit material, including crates, by the stated deadline and shall pay all expenses occasioned by such failure.
- (e) Exhibitor must surrender exhibit space in the same condition it was in at the commencement of occupation.
- (f) No children under the age of sixteen are allowed on the Exhibit Floor during set-up and/or dismantle times in compliance with ChristianTrade's insurance policy.

EXHIBIT CONSTRUCTION SPECIFICATIONS

- (a) Exhibit space back walls and side dividers shall be a maximum of 8 feet high.
- (b) No special signs, construction, apparatus, or lighting fixtures are permitted in excess of 8 feet in height.
- (c) Audio, video, and computer equipment must be placed so that congestion does not occur in the aisles and that it falls within stated height guidelines.
- (d) Interference with the light or space of other exhibits will not be permitted.
- (e) ChristianTrade shall have the right to make such modifications as may be necessary to adjust the floor plan to meet the needs of exhibitors and the Convention as a whole.
- (f) ChristianTrade shall secure carpeted exhibit space, if possible.
- (g) All tables shall either be finished or draped.
- (h) Exhibitor shall have a company identification sign. No other company name may appear in the exhibit identification.
- (i) Exhibitor shall not bridge or canopy aisles.
- (j) No banners, signs, or structures may be suspended from the ceiling.
- (k) Exhibitor shall display its exhibit number with its own number sign or with the one provided. Numbers shall be no smaller than 2-1/2 inches and shall be visible from the aisle immediately adjacent to the exhibit space.
- (l) Exhibitor may re-arrange any furniture in its exhibit, provided that Exhibitor shall not infringe upon any aisle and shall not disturb the pipe and drape that defines the borders of its exhibit.

USE OF EXHIBIT SPACE AND ADJACENT PUBLIC SPACE

- (a) Exhibitor must have at least one attendant in its exhibit whenever the Convention is open.
- (b) Exhibitor acknowledges that the Convention is designed to be an orderly and controlled event, and its purpose is to present a serious, businesslike atmosphere for promotion of exhibitors' products.
- (c) ChristianTrade show management may prohibit installation or request removal of any exhibit or promotion wholly or in part, that in its opinion is not in keeping with the character or purpose of ChristianTrade or the Convention.
- (d) Any device or activity which ChristianTrade show management considers objectionable is prohibited. No live animals may be included in any exhibit without prior written approval from ChristianTrade show management. Exhibitor-sponsored characters in costume will not be permitted to speak or hand out promotional materials of any kind while outside the confines of the sponsoring exhibitor's exhibit.
- (e) ChristianTrade shall have the right to restrict, alter, or close any exhibit which, because of noise, odors, method of operation, or any other reason, becomes objectionable or otherwise detracts from or is out of keeping with, the character of the Convention as a whole. Such restrictions may be applied to persons, things, conduct, or printed materials. No refund shall be due under such circumstances. ChristianTrade also shall have the right to exclude any non-conforming party from exhibiting at any future ChristianTrade conventions. These actions shall not constitute exclusive remedies, and ChristianTrade may avail itself of any remedy available in law or equity in addition to these actions.
- (f) Exhibitor shall not play loud music in its exhibit nor permit any sort of distraction to other exhibitors. Objectionable noise resulting from the use of audiovisual technology shall be immediately stopped by Exhibitor at the request of ChristianTrade show management. Sound and loud speaker systems must be operated in a reasonable way and in such a manner as not to interfere with other exhibitors. Exhibitor's use of music or audio visual devices with sound are permitted only in those locations and at such decibel levels as not to interfere with the activities of other exhibitors. ChristianTrade show management shall have the right to control any sound devices, which do not conform to this regulation.
- (g) Exhibitor will not sublet or share its exhibit space with any entity other than wholly-owned subsidiaries, and it may be necessary for Exhibitor to furnish proof that any such company is a wholly owned subsidiary.

- (h) Exhibitor must show only products relevant to and appropriate for the Christian trade.
- (i) If Exhibitor elects to show product in its exhibit, Exhibitor must show only its own products or products which it actually stocks, ships, and invoices, or represents, in the regular course of business.
- (j) At least 25 % of the space of each exhibit must be open to accommodate visiting traffic to the exhibit, and each exhibitor is responsible for keeping the aisles near his exhibit free of congestion due to his demonstrations or other promotions.
- (k) All demonstrations, promotional activities, and distribution of materials by or for Exhibitor must be confined within the limits of Exhibitor's exhibit. Demonstrations must be relevant to Exhibitor's products and shall not be made primarily to attract or amuse.
- (l) Author and artist appearances are permitted in exhibits. Prizes, products, and even pre-autographed products may be given away.
- (m) If an unusually large crowd is expected in Exhibitor's exhibit because of an author's or artist's presence on the Convention Exhibit Floor, Exhibitor shall notify ChristianTrade show management before such author or artist enters the Convention so that appropriate action can be taken to maintain reasonable access to surrounding exhibits.
- (n) ChristianTrade shall have the right to restrict the use of glaring or irregular lighting effects.
- (o) Exhibitor shall maintain its exhibit in neat and clean condition.
- (p) Exhibitor shall not allow any article to be brought into, nor permit any act to be done during the Convention that will increase the premiums or void policies of insurance held by ChristianTrade, the official convention decorator, its agents, etc. Exhibitor shall be liable for any damage caused directly or indirectly by Exhibitor to any part of the convention center, including but not limited to floors, walls, and columns.

REGISTRATION OF EXHIBITORS

- (a) All Exhibitor personnel must register with ChristianTrade. After receipt of the requisite registration fee, ChristianTrade shall issue an Exhibitor badge to each registered attendee. Exhibitor badges will be required for Exhibitor personnel desiring to be admitted to the Convention.
- (b) Representatives of exhibiting companies will not be permitted to enter the Convention earlier than thirty minutes before the scheduled daily opening without the consent of ChristianTrade show management. Exhibitors having special problems that require additional time may make arrangements for earlier admittance by obtaining special credentials in the ChristianTrade show management office. Exhibitor representatives will not be permitted to remain in the Convention more than thirty minutes after closing each night, except on the last day of the Convention, unless arrangements have been made, in advance, with ChristianTrade show management.

INCENTIVES, GIVE-AWAYS, ETC.

- (a) Exhibitor drawings or give-aways shall not be based on orders or commitments of any kind.
- (b) Exhibitor shall comply with all local regulations regarding inducements to buy.
- (c) ChristianTrade does not encourage give-aways to be made to persons other than customers or their employees.
- (d) Promotional materials shall not be distributed through Convention hotels to Convention attendees without prior approval by ChristianTrade show management.

EVENT SCHEDULING

Any Exhibitor-sponsored meetings or activities to be held in either the convention center or hotels must be approved in writing and in advance by ChristianTrade show management.

COMPLIANCE WITH LEGAL REQUIREMENTS

- (a) Exhibitor will strictly comply with all laws pertaining to its exhibit at the Convention, including, but not limited to, laws pertaining to copyrights, trademarks, antitrust, promotions, and giveaways. With respect to the

installation and operation of its exhibit, Exhibitor shall be responsible for knowledge of and compliance with any and all local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to safety, fire, and health.

- (b) ChristianTrade wishes to ensure that no individual with a disability is excluded, denied services, or otherwise treated differently than other individuals. Exhibitor shall be responsible for providing access to its exhibit by the disabled and shall be solely liable under any applicable disability law, for any failure to provide such access to any person.

RESPONSIBILITY FOR SECURITY

- (a) Exhibitor shall be responsible for security in its own exhibit at all times, notwithstanding the fact that ChristianTrade may hire a firm to provide security for the Convention. Exhibitor shall be responsible for safeguarding its materials, equipment, and displays at all times. Perimeter security for the Convention will be furnished by ChristianTrade during installation, dismantling, and show days. Such security is simply a courtesy to exhibitors and is not intended to relieve them of their responsibility to provide their own security.
- (b) Exhibitor acknowledges that any and all property of Exhibitor, including any personal property of individuals, are solely Exhibitor's responsibility, and ChristianTrade shall have no liability for such property in the event of fire, theft, or mysterious disappearance, or for any loss, physical damage, or indirect damage as a result thereof. Insurance coverage shall be the responsibility of Exhibitor. Exhibitor is advised to carry special insurance to cover exhibit material against loss or damage, and public liability insurance against injury to the persons and property of others.

LIMITATION OF LIABILITY AND INDEMNIFICATION

- (a) Following execution of Exhibitor's Application by ChristianTrade, ChristianTrade's liability for breach of the resulting contract shall be limited to the Space Rental Fee paid to ChristianTrade by Exhibitor. In no event shall ChristianTrade be responsible for consequential damages. Any bankruptcy filing of any kind by Exhibitor or Exhibitor's insolvency shall constitute a breach of the Application and the contract resulting from ChristianTrade's acceptance of the Application. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right hereunder.
- (b) Exhibitor assumes all responsibility and liability for losses, damages, and claims from any cause whatsoever arising by reason of the use or occupancy of the exhibit space by Exhibitor or his assigns. Exhibitor will indemnify ChristianTrade, its officers, directors, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs and expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) which they may suffer or incur by reason of participation in the Convention by Exhibitor, its officers, directors, employees, agents, or representatives.

CONFLICT RESOLUTION

- (a) Any claims Exhibitor may have against any party other than ChristianTrade are to be submitted directly to the party involved.
- (b) Any controversy or claim arising out of or relating to the Agreement resulting from ChristianTrade's acceptance of Exhibitor's Application for Exhibit Space, or any alleged breach thereof, shall be settled by arbitration in accordance with the rules of the Association of Christian Conciliation Services. Arbitration shall be commenced by filing with ACCS a written statement setting forth the following: (i) the facts giving rise to the dispute; (ii) the legal (and biblical, if any) theories and causes of action on which the party requesting arbitration is relying; and (iii) the remedy requested. Judgment upon the award rendered by such arbitrator(s) may be entered in any Court having jurisdiction over the parties and the subject matter of such controversy or claim. Any arbitration pursuant to this paragraph shall be conducted in Colorado Springs, Colorado, USA.

OVER-THE COUNTER SALES

- (a) ChristianTrade provides exhibit space for exhibitors to show their products, explain their services, and take orders for delivery after the Convention. Exhibitors are encouraged to offer information about their products, equipment, and services that is educational, professional, and instructional.
- (b) ChristianTrade does not provide exhibit space to exhibitors for the purpose of selling products for delivery on the Convention Exhibit Floor. Over-the-counter sales of goods (including acceptance of credit cards) for on-site delivery are expressly discouraged.
- (c) Exhibitor shall adhere to such local rules and regulations as may be necessary to ensure continued income tax exemption for ChristianTrade.

SERVICE CONTRACTOR AND FREIGHT HANDLING

- (a) The Official Service Contractor, if one is selected, will provide Exhibitor Service Kits containing information and order forms for furnishings, freight handling, labor, ancillary services, registration, housing, etc. that will be sent to Exhibitor at least 90 days prior to the convention.
- (b) Exhibitor agrees to ship, at his own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as provided. The convention site may have no facilities for receiving and storing materials prior to the opening of the Convention.
- (c) All costs of shipping, cartage, and handling are to be borne by Exhibitor. The Official Service Contractor selected by ChristianTrade show management will handle all the drayage from the drayage warehouse to Exhibitor's exhibit; remove crates and empty cartons; return them at the end of the convention; deliver packed goods to the loading dock; and load the items onto transport vehicles for a fee.

USE OF EXHIBITOR-APPOINTED CONTRACTORS

Exhibitor may not use labor services other than those provided by the Official Service Contractor without prior approval by ChristianTrade show management.

EXCLUSIONS FROM EXHIBIT HALLS

- (a) Firms or organizations not assigned exhibit space in the Convention shall be prohibited from exhibiting or soliciting business within the Convention and in the Convention hotels. Failure to comply with this prohibition may result in denial of future exhibiting opportunities at ChristianTrade conventions.
- (b) During the Convention, Exhibitor shall conduct all business within the confines of paid exhibit space in the Convention.
- (c) The Convention is designated as a non-smoking event. Smoking is prohibited except where expressly allowed.
- (d) Exhibitor shall not make badges available to representatives of non-affiliated companies.
- (e) Helium gas canisters and helium-filled balloons will not be permitted in the Convention.
- (f) All exhibit attendants must be, in the judgment of ChristianTrade show management, properly clothed. A picture or description of costumes, if planned, must be submitted to ChristianTrade show management in advance for approval. All exhibit and costume personnel must confine their appearances to Exhibitor's exhibit.
- (g) Exhibitor shall be responsible for the behavior of individuals to whom it authorizes ChristianTrade to issue badges, and ChristianTrade shall have the right to deny or void a badge of, and to deny access to or remove from the Convention, any person whenever, in ChristianTrade show management's sole and absolute discretion, doing so would be in the best interest of ChristianTrade or any of its exhibitors or attendees.
- (h) ChristianTrade show management shall have the right to deny access to the Convention by any exhibitor not current (at the date scheduled for set-up) on all accounts, fees, or other monies owed ChristianTrade including those unrelated to exhibit space. In addition, ChristianTrade show management shall have the right to deny access to the Convention by any exhibitor with account balances outstanding (at the date scheduled for set-up)

with any hotel or other business from which such exhibitor shall have received a discount from standard rates by virtue of being associated with ChristianTrade.

- (i) All food and beverage products not produced by Exhibitor must be purchased through the official concessionaire of the Convention or onsite at the convention facility.
- (j) Each exhibitor may grant permission to have its exhibit and/or products photographed. Picture taking without such permission, other than by official photographer(s) selected by ChristianTrade show management, is prohibited at all times, including setup and dismantling.

MISCELLANEOUS

- (a) If any part of the Exhibit Hall is damaged, or if any other circumstances make it impossible for ChristianTrade to permit Exhibitor to occupy the exhibit space assigned, or if any contingency prevents the holding of the Convention, ChristianTrade may retain such part of Exhibitor's rental as is needed by ChristianTrade to pay expenses incurred up to the time such contingency shall have occurred. In such an event, the balance, if any, of Exhibitor's fee shall be refunded, and ChristianTrade shall be released from any and all claims for damages resulting from such action.
- (b) In holding the Convention, ChristianTrade does not act as the agent of Exhibitor, the exhibit space provider, or any other party.
- (c) This Agreement may not be assigned or otherwise transferred by Exhibitor without the prior written consent of ChristianTrade.
- (d) If any provision in the Application for Exhibit Space or the Agreement resulting from ChristianTrade's acceptance thereof is determined by a competent authority to be unenforceable, all other provisions shall continue in full force and effect.
- (e) Exhibitor acknowledges and warrants that the individual signing the Application for Exhibit Space on its behalf has been duly authorized to do so.
- (f) Exhibitor's Application for Exhibit Space and the contract resulting from ChristianTrade's acceptance thereof shall be governed in all respects by the laws of Colorado USA, and any litigation between Exhibitor and ChristianTrade in connection therewith shall be filed in El Paso County, Colorado USA.



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