

paragon *festivals*

Terms & Agreement

1. Exhibitor agrees to indemnify and hold harmless Paragon Festivals (“Paragon”), including all Paragon officers, directors, servants, agents and employees. Similarly, Exhibitor agrees to indemnify and hold harmless all festival hosts, villages, towns, municipalities, property owners, sponsors and vendors. All parties are indemnified and held harmless against any and all claims, causes of action, or suits resulting from or relating to any damage, injury or loss to any person or persons, including, by way of illustration only and not of limitation, Exhibitor’s agents, employees, servants or subcontractors, arising from Exhibitor’s participation in the Event. Also through Exhibitor’s negligence, misfeasance or malfeasance. Such indemnification includes claims by Exhibitor for any loss of property, goods, profits wares or merchandise, arising from or in any way connected to, the license granted by Paragon to Exhibitor, or otherwise relating to the privileges or accommodations granted to Exhibitor by Paragon pursuant to this agreement.

2. Exhibitor agrees to exhibit at the Expo at their own risk. Exhibitor agrees to take all steps to protect itself against loss or damage, however caused. Exhibitor is solely and exclusively liable for any and all loss, injury or accident to itself or any other person or such person’s property caused by any act, or failure to act, of the Exhibitor. No liability for such losses, injuries or accidents will be accepted by Paragon.

3. Paragon will provide security services during the Expo. However, Paragon assumes no responsibility for any loss, damage to or theft from any exhibit. Further, Paragon assumes no responsibility should an Exhibitor experience any loss or damage directly or indirectly from, for example, the collapse of any exhibit. Maintenance of each exhibit, and compliance with any and all applicable codes imposed by any agency having jurisdiction shall be the sole and absolute responsibility of Exhibitor. Paragon may require Exhibitor to provide proof of insurance covering any and all claims or liability for damages of any kind or nature. If so required, such insurance certificate shall name Paragon as an additional insured.

4. Paragon assumes no responsibility should the Expo be delayed, cancelled or relocated due to any “act of God”, weather, or as a result of any force majeure. This includes but is not limited to such incidents as strikes, riots, civil disorder or issues arising from national security concerns. Each exhibit space must be continuously maintained by Exhibitor in accordance with Paragon’s instructions as provided to each exhibitor and identified in the Exhibitor Application. All exhibits

must be maintained during scheduled Expo hours and no exhibit may be closed, or exhibit materials removed, during the course of the Expo without authorization by Paragon.

5. Exhibitor is responsible for any and all licenses, permits or approvals required by any authority or agency having jurisdiction over the Expo or property on which the Expo is held.

6. No subletting of exhibition space is permitted.

7. Paragon assumes no responsibility or liability for lost profits or wages, or any expenses incurred by the Exhibitor arising from their participation in the Expo.

8. Exhibitor consents to Paragon's royalty-free use of any visual or audio materials submitted during the application process or generated during the Expo for the purpose of advertisement and promotion of this and future Events. This includes but is not limited to materials such as audio or visual recordings of Exhibitor and its Employees and exhibits. Also photographs, video tapes, films and other images.

9. Exhibitor agrees that use of the exhibit space at the Expo, as licensed by this Agreement, shall be solely for the purposes indicated in the Exhibitor Application. If the Exhibitor fails to comply with this Agreement, or any information in the Exhibitor Application or the Exhibitor's Information Sheet has been falsified, Paragon reserves the right to terminate this Agreement and immediately remove Exhibitor and their property from the Expo.

10. Paragon makes no warranties, express or implied, concerning the profitability of this Expo for the Exhibitor or the number of attendees.

11. Exhibitor understands and agrees that to attract the public to the event there must be a diversity of exhibits and proper distribution of products and services throughout the event. Designation of exhibitor's spaces shall solely be at Paragon's discretion.

12. Paragon reserves the right to restrict or prohibit exhibits for any reason that, at Paragon's sole discretion, detracts from the character or quality of the show.

13. Exhibit space may not be cancelled without the written permission of Paragon.

14. Exhibitor will not utilize any space in the show except the space licensed to it by Paragon, pursuant to this Agreement.

15. Paragon does not provide decorations or display aids (e.g., phone lines, tables, waste disposal containers, chairs or signs). These items are the Exhibitor's responsibility to provide.

16. Paragon's sole obligation is to provide each Exhibitor with licensed space in the size and dimensions specified in the application.