

Delaware Outdoor Expo Rules, Policies and Regulations

PARTIES: Delaware State News, Independent Newsmedia, Inc. USA (sometimes referred to as "Host"), Delaware State Fair, Inc. (sometimes referred to as "Property") and "Exhibitor" as noted above under Business Name.

AGREEMENT: Host and Exhibitor hereby agree to enter into a mutual agreement by which Exhibitor will contribute as an exhibitor of the Delaware Outdoor Expo. Exhibitor agrees to follow and abide by all Delaware Outdoor Expo Rules, Policies and Regulations. The Agreement becomes effective the date of signing.

PAYMENTS/CANCELLATION POLICY: Upon signing of this agreement Exhibitor fees will be due to Host. If not approved for credit, all payments must be made paid in full. There are no refunds for cancellations.

EXHIBIT SPACE: SETUP/TEARDOWN: Space setup will take place from 10:00 a.m. to 5:00 p.m. on Friday and from 6:00 a.m. to 7:30 a.m. Saturday of the event. All Exhibitors are expected to be setup by 7:30 a.m. There will be no tearing down or dismantling of displays prior to 4:00 p.m. without approval from the Delaware State News Event Coordinator. Any early tear down will be subject to a charge. **ASSIGNMENT OF EXHIBIT SPACE:** Space will be assigned first-come, first-serve based upon date of receipt of application and payment in full. If, for any reason the floor plan must be changed, the Delaware State News reserves the right to relocate exhibitors affected by these changes. Exhibitors will be informed if such change is absolutely necessary and every effort will be made to make an equitable change based on the receipt of application and payment for said exhibitor. **RE-ASSIGNMENT OF SPACE:** Exhibitors may not permit other companies/businesses/individuals to use their space, or any part thereof, even in a promotional manner without express written permission of the Delaware State News. **CARE OF EXHIBIT SPACE:** General cleaning of the event area will be provided; however, exhibitors are responsible for keeping their space clean, exhibits manned and in good order. Exhibitors shall have at minimum one person staffing their exhibit space throughout the event. Cleaning should occur at close of the event. Trash cans and trash areas will be available for use. **COMBUSTIBLE MATERIALS and FIRE REGULATIONS:** All decorations must be flame-proofed to the satisfaction of the fire department. No open flames are permitted, and no combustible oils or gases can be used as part of an exhibit.

INDEMNIFICATION: Exhibitor assumes entire responsibility and agrees to release, indemnify, defend and hold Delaware State News, Independent Newsmedia Inc. USA, The Delaware State Fair, Inc. and each of their respective parent, subsidiary and affiliated companies, and each of their respective shareholders, directors, officers, employees, agents, successors and assigns ("Indemnified Parties") from and against any and all claims, damages, liabilities, losses, governmental charges or fines, demands or causes of action of any kind, including but not limited to personal injury, death and/or property damage, and costs and expenses, including attorneys' fees and costs of investigation and suit ("Damages") arising from or in any way connected with this Agreement or any alleged or actual breach thereof or from any act or omission of Exhibitor, its employees or agents. This includes but is not limited to any claims related to the preparation, handling, storing or serving of food. Furthermore, Exhibitor agrees that the above indemnity shall extend to all fines levied and/or penalties incurred as a result of Exhibitor not possessing and displaying current permits and licenses. The terms of this section shall survive the termination or expiration of this Agreement.

RISK OF LOSS: EXHIBITOR ASSUMES ALL RISK OF LOSS OR DAMAGE TO EXHIBITOR'S EQUIPMENT, FIXTURES AND PROPERTY FROM ANY CAUSE WHATSOEVER. Exhibitor is responsible for securing its display area. The Indemnified Parties expressly disclaim any responsibility for theft, damage or loss of any of exhibitor's equipment, fixtures and property before, during or after the event.

INSURANCE: Exhibitors are advised to see that their regular company insurance includes extra-territorial coverage, and that they have their own theft, public liability and property damage insurance. Exhibitor, at its sole cost and expense, shall obtain and keep in force during the term of this Agreement the following minimum amounts of insurance coverage that shall be primary and non-contributory with any coverage of the Indemnified Parties: (a) Commercial General Liability insurance with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; including coverage for premises-operations, products-completed operations, personal and advertising injury, and contractual liability; (b) Automobile Liability insurance with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including coverage for all owned, hired and non-owned vehicles; (c) Workers' Compensation insurance with statutory limits; and (d) Employer's Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident; \$500,000 each employee for bodily injury by disease; \$500,000 policy limit for bodily injury by disease. All such insurance shall insure performance by Exhibitor of the indemnity provisions of this Agreement but does not limit Exhibitor's obligation to indemnify. Exhibitor, its representatives and/or subcontractors will be responsible for providing insurance for their equipment and materials located at the event. At least thirty (30) days prior to the event, Exhibitor must provide The Delaware State News a certificate of insurance evidencing that the Indemnified Parties are included as Additional Insureds under the Commercial General Liability and Automobile Liability insurance and that a Waiver of Subrogation in favor of the Indemnified Parties is included under all required insurance. All insurance shall be in a form and from an insurer reasonably acceptable to counsel for Delaware State News. Exhibitor shall provide Delaware State News at least thirty (30) days prior written notice of any modification, cancellation or exhaustion of limits and provide Delaware State News with a certified copy of the above policies if so requested. All certificates of insurance are to be mailed to Delaware State News, Attn: Events - Barbara Anne Jones, 110 Galaxy Drive, Dover, DE 19901 or emailed to bjones@newszap.com.

COMPLIANCE WITH LAWS: Exhibitor shall comply with all federal, state, city and local laws, ordinances, rules and regulations. Exhibitor agrees to be responsible for local, city, state and federal licenses and permits required. Delaware State News, Independent Newsmedia Inc. USA and Delaware State Fair, Inc., reserves the right to refuse to allow Exhibitor onto the Event property or remove any Exhibitor from the Event property premises if Delaware State News, Independent Newsmedia Inc. USA or Delaware State Fair, Inc. believes in their sole discretion that Exhibitor has not complied with the terms of this Agreement.

Rev. 12.18.17