



BAC PRODUCTIONS, LLC

info@bacshows.com • (337) 436-4355

2740 Rue de Jardin, Suite 400 • Lake Charles, LA 70605

EXHIBIT SPACE AGREEMENT

EXHIBITOR INFORMATION:

Name: _____

Address: _____

City, State & Zip: _____

Phone: _____

Contact: _____

E-Mail: _____
@ _____

IT IS MUTUALLY AGREED:

- Exhibitor agrees to display only products listed below or on the addendum, and may only display signs and literature representing the products that are actually displayed. Exhibitor may not display or distribute publications or literature which contains advertising that represents businesses or individuals who are not participating in the event.
- Specific move-in and move-out instructions will be supplied to each Exhibitor and Exhibitors must adhere to these instructions. Such instructions are a binding part of this agreement.
- Subletting, reassigning or apportioning space is prohibited.
- Any balance due for exhibit space must be paid prior to show opening or Exhibitor will not be permitted to move into the show and will still be liable for the balance due.
- Exhibitor agrees to display new products only.
- Exhibitor acknowledges that it has not relied upon any promise, statement or representation other than as contained herein and hereby acknowledges receipt of a copy of this agreement.
- Exhibitor agrees to abide by all rules and regulations contained on the back of this agreement.
- Exhibitor does hereby agree to indemnify, hold harmless and defend BAC Productions, its employees, agents and contractors from any cost, expense or loss incurred by BAC Productions, its employees, agents or contractors because of any claim, proceeding, or litigation asserted against BAC Productions, its employees, agents or contractor arising in any manner whatsoever from Exhibitor's use of the space and participation in the show.
- Exhibitor has the responsibility of safeguarding its own exhibit materials, goods or products. The Exhibitor agrees to make no claim against BAC Productions, its employers, agents and contractors on account of loss occasioned by fire, accident, theft, storm or from negligence.
- All deposits paid by Exhibitor are nonrefundable.
- All sales and promotional activity by Exhibitor, including handing out literature, must be conducted within the boundaries of the space leased by Exhibitor. No signage is permitted outside the immediate area of the space leased by Exhibitor.
- This signed space agreement will hold Exhibitor's space only until the deposit due date. If the deposit is not received by the deposit due date, BAC Productions shall have the option to cancel this Agreement or proceed against Exhibitor for the full balance due.
- Exhibitor agrees to keep all sound from loud speakers, live bands, etc. within the boundaries of the space that Exhibitor has leased. Under no circumstances may noise levels interfere with other Exhibitors.
- Exhibitor may not cancel this agreement.
- If legal action or collection assistance is necessary to collect this account, all legal and collection fees and costs will be paid by Exhibitor.
- No early breakdown of exhibits is allowed. All exhibits must remain totally intact until the official close of the show on the last day.
- Exhibitor agrees to staff its exhibit during all open hours of the show.
- All RV and Boat Dealers must provide a certificate of insurance naming BAC Productions, LLC as additional insured prior to the show.
- Exhibitor agrees to pay for any additional space used over and above the agreed upon amount as stated on this agreement. The rate per square foot for additional space used will be the same as the rate per square foot as stated in this space agreement.
- In the event of a dispute between BAC Productions, LLC and Exhibitor, all litigation will take place in Calcasieu Parish.

SHOW NAME / LOCATION / DATE

**Southeast Texas Boat, Sport and RV Show
March 5-6-7, 2021 - Ford Park, Beaumont, TX**

Price of Exhibit Space . . . \$ _____

Electricity . . . \$ 60.00 (per hookup)

Total . . . \$ _____

COMMENTS:

Payment Received . . . \$ _____

SPACE DESIRED:

1st Choice _____ 2nd Choice _____ 3rd Choice _____

Exhibitor _____ Date _____

PRODUCTS TO BE DISPLAYED:

BAC Productions, LLC _____ Date _____

PLEASE MAKE CHECK PAYABLE TO:

BAC PRODUCTIONS, LLC

2740 Rue de Jardin, Ste 400 • Lake Charles, LA 70605

RULES AND REGULATIONS

1. LOCATION, DATES, AND HOURS of Exhibit: To be determined by BAC Productions, LLC (hereinafter referred to as "BAC Productions").

2. INSTALLATION, EXHIBITING, AND DISMANTLING: The hours and dates for installation, exhibiting, and dismantling shall be those specified by BAC Productions. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition before the specified conclusion of the dismantling period set by BAC Productions. Each Exhibitor must name at least one person to be its representative with regard to installation, operation, and removal of exhibit.

3. The Exhibitor does hereby covenant and agree that he will not use the premises or permit the same to be used at any time during the term of this contract for the purpose of soliciting participants for shows other than conducted by BAC Productions, including but not limited to, the distribution of related materials including but not limited to advertising of such shows. Conduct in violation of this paragraph will permit BAC Productions to resort to the remedies set forth in Paragraph No. 10 of this contract and any additional remedies it may have in either law or equity, or both.

4. REASSIGNMENT OF SPACE: BAC Productions retains the right to reallocate space assigned to the Exhibitor in the best interests of the Exhibit, for among other reasons to affect balance against congestion, to avoid confusion in firm or trade names, to solve competitive conditions or similar reasons.

5. SUBLETTING AND ASSIGNMENT: Exhibitor may not sublet or assign his exhibit space nor any part thereof, nor exhibit, offer for sale or advertise articles not manufactured or normally sold by the Exhibitor except when such articles are necessary to the proper demonstration or operation of the Exhibitors display, in which case the identification shall be limited to the manufacturers normal and regular nameplate. The Exhibitor shall not permit representatives of a non-exhibiting company to operate from his/her booth. Rulings of BAC Productions shall in all instances be final with regard to use of the exhibit space.

6. GENERAL REGULATIONS

A. Excessively loud speakers and sound displays are not permitted, and BAC Productions shall have the right to reject any exhibit which does not, in its sole, and reasonable opinion, conform to the general tenor of the show.

B. All exhibits, back-walls and decorations will be limited to eight feet (8') in height except actual equipment which in normal operations exceeds this height. Written permission from BAC Productions must first be obtained for the display of equipment or articles of abnormal heights.

C. Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. The Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity, with the maximum floor load specifications.

D. The dispensing, distribution, or use of alcoholic beverages or food, or both, by Exhibitors in any part of the show premises is prohibited without the express prior written approval of BAC Productions. In any event, Exhibitors are prohibited from conducting any of the above-described activities which are in violation of either federal, state or municipal laws.

E. NO FLAMMABLE FLUIDS OR MATERIALS OF ANY NATURE, INCLUDING DECORATIVE MATERIALS, USE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR MUNICIPAL LAWS OR REGULATIONS MAY BE USED IN ANY EXHIBIT. THERE WILL BE ABSOLUTELY NO PROPANE PERMITTED IN THE BUILDING.

F. The operation of any games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with the prior written approval of BAC Productions. In any event, Exhibitors are prohibited from conducting any of the above described activities which are in violation of either federal, state or municipal laws.

G. No noisy or obstructive work will be permitted during the hours that the show is open to the public, nor exhibits producing objectionable odors, be allowed. BAC Productions shall have the sole discretion in determining what is noisy, obstructive and objectionable.

H. Any demonstration or activity which results in excessive obstruction of aisles or prevents ready access to nearby Exhibitors booths shall be suspended for any periods specified by BAC Productions.

I. No soliciting of business shall be permitted in aisles or in other Exhibitors booths. Samples, catalogs, pamphlets, publications may only be distributed by Exhibitors strictly within the confines of their own booth. No Exhibitor will be permitted to conduct any promotional stunts or demonstrations without prior written approval from BAC

Productions. Exhibitor agrees to confine his selling and exhibit activities within the confines of his assigned space in the building and not in adjacent parking lots and public streets in violation of municipal ordinances or state statutes.

J. Photographing of booths will be limited to closed hours or candid shots only. Exhibitors and photographers may not disrupt, redirect or in any manner hamper visitor traffic by clearing booth or aisle for photography during regular show hours.

K. In their own best interests, Exhibitors should keep an attendant on their booths during all open hours. All Exhibitors and their assistants, representatives, employees, servants and agents must register with BAC Productions upon their arrival at the show premises daily.

7. Liability: Exhibitor shall at all times protect, indemnify, save and hold harmless BAC Productions against and from any and all loss, cost, damage, liability or expense arising from, or out of, or by any reason of any accident, or other occurrence to anyone, including but not limited to Exhibitor, its employees, representatives, agents, servants and business invitees, which arises from, or out of, or by reason of said Exhibitor's occupancy and use of the show premises or any part thereof. Under no circumstances will BAC Productions be liable for lost profits or any other incidental or consequential damages.

EACH EXHIBITOR MUST OBTAIN SUFFICIENT INSURANCE COVERAGE TO COVER EXHIBIT MATERIALS AGAINST DAMAGE AND LOSS, AND PUBLIC LIABILITY INSURANCE AGAINST INJURY TO THE PERSON OR PROPERTY OF OTHERS.

From time to time BAC Productions will engage security guards, but it is understood by the Exhibitor that its property shall remain under the Exhibitor at all times. Should the Exhibitor desire to hire its own security guards, such security guards must be approved in writing by BAC Productions.

IF THE PREMISES OR ANY PORTION THEREOF, DURING THE TERM OF THIS CONTRACT, BE DAMAGED BY THE ACT, OMISSION OR NEGLIGENCE OF EXHIBITOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SERVANTS. EXHIBITOR SHALL PAY TO BAC PRODUCTIONS UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID SHOW PREMISES TO THEIR PRESENT CONDITION.

In the event the show premises or any part thereof are unavailable whether for the entire show or a portion thereof as a result of fire, flood, strikes, riots, acts of God, or any other cause beyond BAC Productions' reasonable control, or should BAC Productions decide that because of any such cause it is necessary to cancel, postpone or resite the show, or reduce the installation time the show hours, or dismantling time, BAC Productions shall not be liable to indemnify or reimburse Exhibitor in respect of any damages or loss, direct or indirect arising as a result thereof. Refunds in the case of termination shall be made to Exhibitors in the amount based on the original exhibit fee less prorated adjustment based on BAC Productions' cost incurred from staging the show.

If an exhibit fails to arrive, Exhibitor will be, nevertheless responsible for booth rent and no refund shall be made. If the assigned space is not occupied by the time set for completion of the installation of the displays, such space may be taken by BAC Productions and reallocated or reassigned for such purposes or uses BAC Productions may see fit.

9. INTERPRETATION OF CONTRACT: BAC Productions shall have the full power in the interpretation, contraction and enforcement of all contract terms, rules, regulations and agreements set forth herein. Any alteration or modification of this contract shall be in writing and signed by the parties hereto.

10. REMEDIES: BAC Productions reserves the right, through its manager and representatives, to eject or bar from said building or show premises any person or persons deemed objectionable by BAC Productions and under exercise of this right through its manager, or through the action of any agent or police officer. Exhibitor hereby waives any right to or claims for damages against BAC Productions or any of its offices or agents, and shall hold BAC Productions harmless and exempt from any such rights of claims.

BAC Productions also reserves the right to eject or bar persons and to close exhibits or parts of exhibits, which are in violation of any paragraph of this contract. This provision applies to displays, literature, advertising, novelties, souvenirs, Exhibitor's conduct, etc.

If BAC Productions must institute legal proceedings against an Exhibitor for his breach of this Contract. BAC Productions, if successful, shall be entitled to reasonable attorney's fees in connection with such actions.

11. MATTERS NOT SPECIFICALLY ADDRESSED HEREIN: Any and all matters or questions not specifically addressed or covered by the foregoing paragraphs shall be solely subject to the reasonable decision and discretion of BAC Productions.