

Western Gift Show Rules & Regulations

- Rules & Regulations: Exhibitor agrees to abide by and adhere to all laws of the State of Nevada, Clark County and all pertinent ordinances thereof. Exhibitor also agrees to abide by all official Show Rules & Regulations set forth by Show Management and the South Point (Fire Marshall Rules). Said Rules & Regulations are hereby made a part of the exhibit space agreement. Exhibitors must abide by these rules whether South Point or the show manages the vendor process.
- 2. **Booths:** The 10' x 10' in-line booths have 8' high back drapes (if needed), and 36" high divider drapes between each exhibitor (if needed). Standard booths (10' x 10' or one or more 10' x 10' booths in a straight line) should not exceed 8' in height including signage. Additional pipe/drape (8ft sides) must be approved in advance by South Point and will be charged to the vendor. Additional drape (if approved) is subject to availability. All promotional and sales activity must be confined to the approved booth space. Tables are required to be draped. All exposed parts of display partitions must be finished or covered at the exhibitor's expense so they do not present an unsightly appearance when viewed from adjoining booths or aisles. Any additional equipment or drape is to be at the expense of the exhibitor. Exhibitors are not allowed to use pipe/drape as table covers/banner supports, etc. Exhibitors may not use nails, staples, hooks, tacks, screw, paint, tape, adhesives or any item that may deface any wall, floor, ceiling, facility or equipment therein. The space rented is to be returned to its original condition. If any part of your booth is constructed from raw unfinished wood you must provide a flame retardant certificate to the Fire Marshal at the time of inspection prior to the opening of the show.
- 3. Exhibit Space/Floor Plan: Exhibit space MUST be manned during gift show core hours. Exhibitors will not be allowed to have more than two (2) employees per 10x10 space working within the booth at one time. The contracted space is to be used solely by the exhibitor whose name appears on the contract. Exhibitors must maintain a professional look while working their booth space. *No booth space may be assigned, sublet or shared with another firm, either partially or in its entirety*, without the written consent of Show Management. No exhibitor shall exhibit in his space any other goods, apparatus, service, advertising signs, etc., other than those sold or manufactured by him in his regular course of business without written consent of South Point Show Management. Violation of this rule shall be cause for eviction without refund and disqualify you from future South Point shows.
- 4. **Storage Space:** No additional storage space will be granted to store any equipment, merchandise, product, etc. on site. Exhibitors must keep back stock, boxes, carts, booth wrapping, etc. in their designated booth space.
- 5. **Space Guarantee:** This agreement does not reserve for, nor guarantee to, the exhibitor any space, a specific area or space priority, right of first refusal or any other manner of participation in any future show. The floor plan is subject to change without notification to the exhibitor. Exhibitor acknowledges that all booth assignments are at the sole discretion of the South Point.

- 6. **Prohibited Booths:** Please note that marijuana, cannabis, hemp, paraphernalia, or any products related to the marijuana industry for human consumption are strictly prohibited. Any timeshare, marketing and/or sales services are strictly prohibited as well.
- 7. Pets/Animals: NO pets are allowed. Only service animals are allowed on property. "Under the ADA, service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls."
- 8. Move-In & Move-Out: Show Management reserves the right to designate Move-In & Move-Out times. Early Move-In or late Move-Out requests will be at the sole discretion of the South Point. No booth will be allowed early move out while the show is still happening. Move-in and Move-out is permitted only through the arena loading dock area and Level (2) of the parking garage. Exhibitors will not be allowed to use the front lobby area for move-in or move-out. Limited vehicles will be permitted on the Arena dock during designated move-in and move-out times. South Point personnel will marshal the Arena dock during Move-In and Move-Out. Exhibitors are expected to comply with any request made by Show Management personnel responsible for marshalling the Arena Dock. Exhibitors will not be allowed to drive into the Exhibit Hall area for Move-In/Move-Out.
- 9. **Shipping:** All mail & packages must be shipped to the South Point Business Center. No packages are to be addressed to any South Point Employee. Be aware that packages may take 12-24 hours from delivery to arrive at the Business Center.
- 10. Aisles: EXHIBITORS MUST REMAIN INSIDE ALLOTTED BOOTH SPACE. Aisle space must be kept clear of all boxes, merchandise and trash. Failure to abide by this rule will result in possible expulsion from the show.
- 11. Automobiles/Trailers/Tents/Dirt/Hay/Shavings are prohibited. Other restrictions may apply.
- 12. Credentials: Exhibitors will be given credentials/badges if needed and must be worn at all times during show hours.
- 13. Character & Eligibility of Exhibits: 1) Loudspeakers and high volume sound equipment are prohibited, including the use of microphones. Management reserves the right to enforce these restrictions at its own discretion. 2) Exhibitors may distribute literature with South Point approval within their booth space only. Any collateral, magazines, flyers, pamphlets, business cards, A frame signage, banners, directional signs, etc., found or displayed outside of your booth will be discarded. Exhibitors will be allowed to demonstrate products or services in booth confines as long as business is conducted in an unobtrusive quiet manner. 3) Exhibitors will not be allowed to conduct any type of drawing or giveaway during the Show. 4) Show

Management reserves the right to decline or prohibit any exhibit or part of an exhibit. Exhibitors will also be prohibited from selling any merchandise items that were not listed on their vendor application. The sale or exhibit of unapproved products or services will result in cancellation without refund of the vendor contract. Any mechanical devices must be operated in such a way as not to interfere with the exhibits of others. 5) Subleasing of booth space is strictly prohibited and grounds for immediate removal from the show and loss of all monies paid to the South Point. Exhibitors may not advertise or distribute information on behalf of a third party. The sampling or sale of food items will not be permitted unless previously authorized. The South Point/Show Management reserves the right to determine the display eligibility of any company or product.

- 14. Facility Contract: South Point will not be liable for the fulfillment of this agreement for rental or space if non-performance is due to strikes, acts of God, the authority of the law, or any cause beyond their control. Exhibitors hereby waive all claims for damage or compensation in the premises.
- 15. Materials Subject to License/Restriction and Sales Tax: The exhibitor agrees to obtain, at its own expense, any licenses or permits from government bodies which may be required for the operation of its trade or business during the show and to pay all taxes that may be levied as a result of the operation of its trade or business in the space. Show management will distribute NV Sales Tax forms and tax reporting information with Exhibitor packets at the time of Move-In. Please be aware that the sales tax for Las Vegas, NV as of August, 2021 is at 8.375% and may be subject to change. ALL EXHIBITORS are required to turn in the fully completed Sales Tax Form along with PAYMENT at the end of the show via check or cash. If you have a Nevada Sale Tax Number, you must submit the certificate with the vendor application.
- 16. Security: The South Point provides general building security. Exhibitors are expected to man their booths during core vendor hours. It is the responsibility of the Exhibitor to secure all items within their booth so that they are not accessible after hours. The South Point does not assume any responsibility for lost, stolen or damaged items, including but not limited to: merchandise, money, booth displays, equipment, vehicle & trailers. *Valuables should not be left in the booths unguarded at any time*. Exhibitors are encouraged to lock up or remove any valuables in the booth each night.
- 17. Insurance: Exhibitors must provide their own workers' compensation and property insurance in addition to general liability insurance in the amounts specified on the attached sample certificate. *Proof of insurance must be received by the SOUTH POINT prior to Move-In. Certificate can be emailed to Dee at smallsd@southpointcasino.com. Certificate of Insurance must include the following as "additional insured" during the dates of the show including Move-In and Move-Out.*

Additional Insured information:

Gaughan South, LLC dba South Point Hotel Casino 9777 Las Vegas Blvd. South Las Vegas, NV 89183

*****send attached sample certificate to your Insurance Agent and be sure to include Move-In/Move-Out dates/Show Dates and all additional insured****

- 18. Indemnification: Exhibitor agrees to indemnify, defend and hold harmless Gaughan South, LLC dba South Point Hotel Casino and their agents, employees, officers, directors, representatives and affiliates, including the Show Director, against all loss, costs, damages, liabilities, actions, causes of action, demands, claims or injury of any nature whatsoever brought or asserted by any person and in any way connected with, arising out of or claimed to be arising out of, exhibitor's booth or any rental space used by exhibitor. This agreement to indemnify, defend and hold harmless extends to all claims of injury or damage related to your actions or the booth rented by exhibitor, whether direct or indirect, incidental or consequential, regardless of whether they are the result of the negligence. This agreement to indemnify, defend and hold harmless also includes, without limitation, (1) all claims, demands and actions arising out of or in any way related to any license, copyright, trademark or patent rights or laws, and (2) all claims, demands and actions related to any theft or claim of theft of any personal property.
- 19. **Terms of Booth Payment**: Payment must be received 72 hours before the first move in day. Payment will only be received through PayPal, no checks or cash allowed.
- 20. Cancellations: Booth fees are refunded at South Point's discretion.
- 21. **Amendments:** The SOUTH POINT shall have full power to interpret and amend the Rules from time to time. Wherever these rules do not cover a situation, the SOUTH POINT may make rulings it considers to be in the best interest of the Show, and the Vendor agrees to abide by the rulings.

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