

TERMS AND CONDITIONS

CINCO DE MAYO RENO

DEPOSITS / PAYMENTS: a 50% deposit must accompany Contracts submitted prior to April 20, 2004. All balances must be paid in full prior to April 20, 2004 payable by check, cash, money order, cashier's check or credit card (VISA and MasterCard). All reservation deposit money is to be retained by Cinco de Mayo Reno in the event Applicant fails to fulfill contract. No recourse for credit cards.

Cinco de Mayo Reno reserves the right to terminate this contract immediately, and to withhold from the exhibitor position of the exhibit space and all space rental fees if: (a) the exhibitor fails to pay all fees prior to April 20, 2004 or (b) the exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these terms and conditions.

ELIGIBLE EXHIBITS: Show producers reserve the right to determine exhibitor eligibility to any company or service it is considered to be compatible with the character and objectives of Cinco de Mayo Reno.

EXHIBITOR SPACE: Space is sold on a first come, first served basis. Every attempt will be made to place vendors in the desired space; however, Summertime Blues Festival reserves the right to assign space. Vendors will not relocate or sell any merchandise outside the assigned space.

WAIVER OF LIABILITY: Neither DM Productions LLC, SunSpot Inc., Onsite Grafix, Pink Cadillac Entertainment, Nevada Hispanic Services, the City of Reno nor the representatives and employees thereof, its official service contractors, nor its sponsors, sponsor hotels/casinos, City of Reno nor its representatives and employees, County of Washoe, State of Nevada, officers, directors, employees, agents, representatives, volunteers and servants, and anyone else connected with the management of Cinco de Mayo Reno 2004 will be responsible for injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibitors contract.

Exhibitors shall hold and save each of these firms and individuals harmless from any and all actions, damages, and claims, to persons or property, penalties, obligations, liabilities or attorney's fees that may be asserted or claims by any person, firm, entity, corporation, political subdivision or other organization arising out of any negligent or intentional tortuous acts, errors or omissions of vendor, its agents, employees, subcontractors or invitees, provided for herein and arising out of the performance of this agreement.

Vendor agrees to maintain booth space in a presentable manner. Vendor agrees to pay for removal of excessive trash and/or any clean-up charges necessitated by booth operation. Vendor agrees to pay a finance charge of 24% per annum on past due accounts and costs of collection.

WAIVER OF LIABILITY (Continued)

It is agreed by the parties that due to the nature of an event, the presence of large numbers of people and the difficulty of effective supervision and various other factors make it reasonable that each exhibitor shall assume the risk of injury, loss or damage, and the exhibitor by signing this contract hereby assumes such risk and expressly releases the organization and individuals referred to above from any and all claims for such loss, damage or injury.

SECURITY

While event producers will provide security, protection against unauthorized removal of property from exhibitor's booth shall be the sole responsibility of exhibitor.

SOUND DEVICES: No sound producing devices are allowed unless approved in writing by Event Manager.

RULES OF THE EXHIBITION AREA

- Exhibitors should be self contained and should adhere to the look and feel of the Event. Your booth must be properly manned at all times during exhibit hours.
- Exhibitors who intend to cook must provide their own cooking apparatus
- No Open Flames are allowed
- Every booth must have a fire extinguisher onsite
- The show rates do not include drayage, shipping and storage of merchandise sent early.
- Booth will be maintained in a neat and orderly manner. All trash will be placed in the proper receptacle. At the end of show, all cardboard boxes will be broken down. Vendor will be billed at a rate of \$25/hour for collection of excess trash and removal (\$100/minimum). Vendors are encouraged to bring their own larger signage, trash cans and bags
- All exhibitor decorations must be fireproof and/or UL Listed
- There will be no posting of signs or flyers anywhere in the Event. If we find your sign posted, you will be assessed a proportional amount of the damage fee
- Exhibitors must secure all necessary permits including health permits
- Electrical Service must be purchased from Event Manager by 4/20/2004.

EXHIBITOR INSURANCE: All vendors must carry insurance against damages and loss, and public liability insurance against injury and property of others. This policy will be strictly enforced. You may not be allowed to move in until proof of insurance is received.

Such insurance shall name DM Productions LLC, The City of Reno, Nevada Hispanic Services, Pink Cadillac Entertainment and Sunspot Inc. as an additional insured.

SOUVENIRS: The sale of merchandise which bears the show name, dates, logos or art work is strictly prohibited.

CHARACTER AND CONDUCT OF EXHIBITORS AND VENDORS:

The general rule of the event is to be a good neighbor. Show management reserves the right to eject any vendor that interferes and or disrupts the use by other exhibitors, vendors, and show participants.

- Delivery and removal of any portion of the booth during the show is not permitted.
- Exhibitors agree to be bound by all county, city and state applicable ordinances and laws.

EXHIBIT INSTALLATIONS:

All preparation for exhibits must be completed two hours before show. All displays must be removed the night the show closes unless prior permission is obtained in writing from Event Manager.

PETS: Animals will not be allowed inside the venue unless the animal is deemed necessary to the exhibit and permission is obtained in writing from the Event manager prior to the Event.

SECURITY INSPECTIONS: All exhibitors participating in Cinco de Mayo Reno are subject to security inspection as may be required by both show producers and City of Reno. After show access will be prohibited unless accompanied by security.

FIRE, POLICE, FOOD SERVICE:

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this event. Compliance with such laws is mandatory for all exhibitors and the sole responsibility of the exhibitor.

EVENT CANCELLATION:

In the event that the Event does not take place due to any cause beyond the reasonable control of the parties, this Agreement shall terminate and the only obligation of the producers and sponsors shall be the cash portion of the fee paid prior to the date of termination.

AMENDMENT OF RULES: DM Productions LLC and Nevada Hispanic Services reserve the right to make changes, amend, amendment and addition to these rules at any time and all changes, amendments and additions shall be binding on the exhibitor with the provisions that all exhibitors will be advised of any such change. Any matters not specifically covered herein are subject to decision by event producers.

Event Manager:

Doug Collins
(775) 825-1727

Checks Payable to:

Cinco de Mayo Reno

RETURNED Check Fee = \$ 40

Mail to:

4790 Caughlin Parkway #163

Reno, NV 89509

www.CincoDeMayoReno.com