

ASTRA Marketplace & Academy • June 7-10, 2020 • Orlando, Florida

General Rules and Regulations

The American Specialty Toy Retailing Association (ASTRA), its authorized representatives and Corcoran Expositions, Inc. are hereinafter referred to as "Show Management."

1. PAYMENT AND REFUNDS. A nonrefundable deposit payment in the amount of 50% of the total cost of the reserved booth space is due July 31, 2019. The balance of the space rental charge will become due and payable on January 31, 2020. Any exhibitor who paid the member rate for booth space must have an active ASTRA membership from the date of contracting through the show dates. If at any time, the exhibitor drops or fails to renew their membership where it is not active between those dates, the exhibitor will be invoiced and billed at the non-member booth rate and must remit payment as soon as possible, but no later than 30 days. Failure to remit payment for the difference between the member and non-member booth rate will result in the loss of booth space without refund of monies paid. In addition, it may impact your ability to exhibit at future ASTRA shows.

Cancellations. If Show Management receives written request for cancellation of space on or before April 1, 2020, the exhibitor will receive a refund less the 50% nonrefundable deposit. For cancellations received after April 1, 2020, exhibitors are liable for 100% of the cost of space. All cancellations are subject to a \$150 processing fee. Cancellations received after May 1, 2020 are not eligible for any refunds and all priority points accrued by the company will be forfeited. If space is reduced, the net reduction of space will be treated as a cancellation of that space. The date of cancellation shall be the date the notice is received by the Show Manager. Cancellation or failure to make payment by the payment dates set forth in this application does not release exhibitor from the financial or contractual obligations of the contract formed by the submission by exhibitor and acceptance by Show Management of this application. It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved. In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorata amount already paid for space for this specific event.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor.

SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

3. USE OF SPACE, SUBLETTING OF SPACE. Use of space is for eligible exhibitors only. Eligible exhibitors include organizations that provide merchandise or services utilized by retailers in the specialty toy industry. No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting company be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas. Failure to adhere to the booth sharing policy will result in the loss of all priority points and may impact your ability to exhibit at future ASTRA shows.

4. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit, which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit, which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. Adhesive-backed decals or similar items and helium balloons are prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or

other promotions.

Direct Sales. Sales are permitted only within the booth area. It is the sole responsibility of the exhibitor to comply with federal, state and local laws, regulations and ordinances concerning such sales, including tax and license fees. Exhibitor agrees to hold ASTRA, Show Management, and the exposition harmless with respect to such compliance.

Contests, Drawings & Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited.

Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited. ASTRA reserves the right to approve the attire of any hired models or entertainers.

Sound. Loud speaking and sound displays are prohibited, which includes musicians and singers. Sound level from audio devices should not be above 85 decibels when measured from the front of the booth space.

Photography and Video. Cameras are allowed on the show floor; however, no one shall photograph or record the exhibit or products of any exhibitor unless authorized by that exhibitor. Photographing booths is limited to non-exhibit hours or candid shots only. Exhibitors and photographers shall not disrupt visitor traffic by clearing booths or aisles for photography during the regular conference hours. Anyone in violation of these rules may be subject to removal from the exhibit area and confiscation of the camera or recording material.

Food and Beverage. Exhibitors may not distribute food or beverage of any kind without the written permission of Show Management and the convention center's exclusive food service provider.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless ASTRA, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by exhibitor's failure to obtain requisite license.

5. ELIGIBLE PRODUCTS AND SERVICES. Acceptable products and services to be exhibited include industry service providers and toys, products and accessories in the categories of arts, crafts & music, books, construction, food & tableware, games, infant products, furnishings, gear & apparel, hobby supplies, holiday & seasonal, school supplies, outdoor & active, pretend play, wooden toys, puzzles, science & discovery, technology toys & gadgets, toddler & preschool products. Ineligible exhibits include, but are not limited to: those exhibiting illegal services or activities; those supporting philosophies or actions in opposition to those of ASTRA; those that are harassing, discriminatory or violate ASTRA's Code of Ethics; those that offer products or services in competition with ASTRA; those that offer products or services that are not applicable to the specialty toy industry; and those that do not meet children's best interests. ASTRA reserves the ultimate right to determine eligibility of an exhibitor at any time including onsite at the convention.

6. CPSIA COMPLIANCE STATEMENT. Exhibitor is aware of the requirements of the CONSUMER PRODUCTS SAFETY IMPROVEMENT ACT of 2008 ("CPSIA"), and declares that the products exhibitor will advertise, promote, distribute and offer for sale ("Exhibited Products") at ASTRA's Marketplace & Academy comply in all respects with the CPSIA and regulations thereunder, as applicable to each Exhibited Product, including but not limited to identification of Exhibited Products subject to the CPSIA, requirements for third-party CPSC-accepted laboratory testing of Exhibited Products, proper labeling of Exhibited Products, and providing General Conformity Certificates ("GCC") or Children's Product Certificates ("CPC") as appropriate to accompany exhibitor's Exhibited Products through exhibitor's distribution chain to retailers. Exhibitor agrees that it will not exhibit, promote, advertise or offer for sale products subject to the CPSIA that do not comply with the CPSIA. Exhibitor agrees to indemnify and hold harmless ASTRA, its officers, directors, employees and agents against any claims arising out of exhibitor's actions or omissions regarding compliance with the CPSIA.

7. EXHIBITOR AND CONVENTION PROMOTION. Names of confirmed exhibiting companies may be used by ASTRA for promotion and publicity purposes, including without limitation the right to use exhibitor's logo or other identifying symbols ("Marks"). Additionally, photos and other recordings taken by ASTRA staff or ASTRA designated contractors of confirmed exhibiting companies may also be used for promotion and publicity purposes. Exhibitor

grants ASTRA a nonexclusive, fully paid, royalty-free license to use exhibitor's name and Marks for promotion and publicity purposes. By agreeing to the terms of ASTRA's exhibit space application, exhibitors are automatically opted-in to communications relating to exhibitor participation in Marketplace & Academy.

8. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the company's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. Children under the age of 18 will not be allowed in the exhibit hall during installation and dismantling of exhibits. During open exhibit hall hours, children 18 and younger may visit the exhibit hall with parental supervision at all times. Parents must sign a waiver before entering with a child. Please note: strollers are not allowed in the exhibit hall.

9. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of a booth prior to the show opening and for its removal after the conclusion of the show. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. In addition, failure to show may impact the ability to exhibit in the future. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the show. Exhibitors who dismantle prior to the closing of the show will lose all priority points and may lose ability to exhibit at future ASTRA shows. Exhibitors are responsible for removal of all trash, recycling, and any other debris left in their booth space. Exhibitors who leave trash or any items in their contracted booth space will be fined \$1,000 payable to ASTRA within 30 days of receipt. In addition, failure to remove all items from a booth will result in forfeiture of the company's priority points for the year. Failure to abide by rules and regulations may affect a company's participation at future ASTRA shows.

10. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an official Exhibitor Service Manual. The manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. **Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time exhibitors, exhibits in island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

11. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with city and state fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

12. STORAGE OF PACKING CRATES AND BOXES. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the show will be removed at the

exhibitor's expense. Exhibitors will be billed by show contractors for removal time and materials at prevailing rates.

13. SOCIAL ACTIVITIES. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

14. LIABILITY AND INSURANCE. All property of the exhibitor remains under their custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. Insurance for exhibits and products is the responsibility of exhibitors. Exhibitors should consult their insurance broker to obtain an endorsement to their policies to cover display materials and merchandise during transit to/from and at the show site. Neither ASTRA, the convention center, the contractors nor any of their officers, agents or employees assume any responsibility for the theft, loss or damage to the exhibitor's property. The exhibitor and its contractor(s) must maintain Commercial General Liability Insurance. Policy limits should not be less than \$1,000,000 Each Occurrence. The exhibitor and its contractor(s) shall also maintain Workers Compensation Insurance for employees participating in Marketplace & Academy. Exhibitors shall maintain Commercial General Liability Insurance against claims for personal injury, death, or property damage incident to, arising out of or in any way connected with the exhibitor's participation. In addition, exhibitors are responsible for obtaining property insurance for its exhibit and display materials including without limitation theft/damage coverage. Exhibitors are solely responsible for any and all damages caused by the exhibitor or exhibitor's agents, employees, or guests.

15. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises leased hereunder with the express or implied invitation or permission of exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such indemnification of Show Management by exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against exhibitor or relating to this lease or the premises leased hereunder, the exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

16. CARE OF BUILDING AND EQUIPMENT. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

17. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless ASTRA, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by exhibitor's failure to comply with the Act.

18. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.