

MADE IN HAWAII FESTIVAL - 2011 RULES AND REGULATIONS

All exhibits and exhibitors are subject to the following rules and regulations. The term "Management" herein refers to Made In Hawaii Association, or MIHA, acting through its officers, committees, employees, or agents in the management of this show.

ADDITIONS TO RULES AND REGULATIONS - It is expressly understood and agreed by Applicant that the Rules and Regulations of the show as issued or amended by Management are hereby made an integral part of the Contract and of the reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract.

ADMISSION TO THE EXHIBIT-SETUP AND DISMANTLING OF BOOTH – Management will have sole control over all admissions of persons. All representatives of exhibiting firms will be issued Official Exhibitor Identification which will permit them access to the exhibition facility at reasonable times established by Management, which shall include but not be limited to one hour prior to opening time of each day and during installation and dismantling of exhibits as outlined in the Exhibitor Packet. Exhibitor entrance and delivery of all items for exhibitor set-up and display will be through designated entrances only. All visitors will be admitted according to the Rules and Regulations as issued or amended by Management.

ARRANGEMENT OF EXHIBIT – A standard booth consists of background and side rails, decorated with flameproof curtains, and a standard identification booth sign. Booth backgrounds are eight feet in height and divider rails are three feet in height. In the area seven feet forward from the rear of each booth, display material may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond seven feet from the rear of the booth, (3 feet from front of booth), all parts of the exhibit shall be placed not to exceed the height of the side rails, which are three feet from the building floor. Exhibits not conforming to these specifications, or which in design, craftsmanship or operation, are otherwise found objectionable in the opinion of Management, will be prohibited. Management reserves the right in the best interest of the show to relocate selected space in areas other than that selected by the Exhibitor. By doing this, Management is attempting to create free flow spaces to ensure that there is no obstruction to all exhibitors. Corner booths may be treated differently, if there is no other booth attached that would object.

Exhibitors reserving space only, without the standard booth package, shall follow the same rules as described for standard booths if the booth space is abutting any other booth. If the space rented is not attached or abutting any other booth, display material shall be limited to three feet high at the other parameters of the exhibit space and eight feet high in areas three feet from any aisle. All materials shall be maintained within the designated allotted space.

ASSIGNMENT OF CONTRACT – Booth space will be allocated at the discretion of Management with regard to grouping of exhibitors and date upon which contract for booth space was received. The decision of Management with respect to allocation of booth space will be final and binding upon all Exhibitors. Closing or abandoning the contract space before the established closing time will jeopardize future participation in the Made in Hawai'i Festival.

CONTRACT ACCEPTANCE - The Exhibitor agrees that unless and until the Contract for Exhibit Space is accepted by Management, it shall not be binding. If and when said contract is properly accepted by Management and returned to the Exhibitor, it shall become binding upon both Management and the Exhibitor, with respect to space assigned and the use thereof and all other matters included in the Contract and the Exhibit Rules and Regulations. The Management retains the right to refuse any applicant or product(s) that it does not deem appropriate, or deems inappropriate.

DESIGNATED CONTRACTOR - International Convention and Event Services (ICES) is the designated contractor for exposition services for the Made in Hawai'i Festival. Any independent installation/dismantling firms that are hired by individual exhibitors must provide both Management and ICES with a current and valid Certificate of Insurance, documentation of full compliance with all labor and employment laws, and a listing of the assigned workers at least thirty (30) days prior to show opening.

GENERAL RESTRICTIONS - Electrical and other mechanical apparatus must be muffled so noise does not interfere with other Exhibitors. No combustible decorations, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. The use of items such as, but not limited to hay, straw, and grass are strictly prohibited. No helium-filled balloons will be allowed on premise. All packaging containers, excelsior and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or other cloth decorations, including tents within a booth must stand a flameproof test as prescribed by local fire ordinance, and must not otherwise interfere with the sprinkler system. Volatile explosive or other inflammable matter or any substances prohibited by the law or insurance carriers are not permitted on premises. Wheeled conveyances, including hand-trucks, dollies, and carts used for the stocking and moving of items during show hours are strictly prohibited. Distribution of material and samples other than professional literature and products is strictly prohibited without prior approval of the show management. Canvassing or distributing advertising matter or displaying of signs outside the Exhibitor's own space is not permitted. Solicitation of business or conferences in the interest of business by anyone other than exhibiting companies is prohibited. Distribution of any political materials is prohibited. All exhibits must conform strictly to the Rules and Regulations as indicated in the Contract for Space. Management reserves the right to restrict an exhibit, which might be considered undesirable. This restriction includes articles, conduct, dress of models, and printed matter of anything objectionable to Management as a whole. All points not specifically covered are subject to the decision of Management.

INSURANCE - Exhibitors wishing to insure their materials, goods and/or wares on display against theft, damage by fire, accident, loss or liability of any kind, must do so at their own expense. Management will provide security guard service throughout the entire period of the show. The furnishing of such services is in no case to be understood or interpreted by Exhibitors as guaranteeing them against loss or theft of any kind.

LIMITATION OF LIABILITY - Management, any of its staff members or the owners, employees, or representatives of the show site, will not be responsible for any loss, injury or damage, including that by fire and/or theft, which may occur to an Exhibitor or to his agents, or employees or to their property or wares, arising from any cause whatsoever, prior to, during, and subsequent to the period of the show. Each Exhibitor, by signing a contract for space expressly understands that he/she releases Management, Show Sponsors, and the show facility from, and agrees to indemnify each, against all claims for any loss, injury, or damages.

OFFICIAL SPONSORS - First Hawaiian Bank and other sponsors that are designated "official" sponsors will have exclusive right to advertise at the Made in Hawai'i Festival. No signage, banner, flyer, etc., from a company deemed to be a competitor of our official sponsor(s) is allowed to be exhibited at or within the Festival area. Violators will be asked to remove signs; failure to do so could result in termination of the exhibitor's contract and forfeiture of booth space.

QUALIFYING PRODUCTS - All products exhibited and/or sold at the Made In Hawai'i Festival must be in compliance with all applicable laws, including: HRS §486-119 Hawaii-made products. No person shall keep, offer, display or expose for sale, or solicit for the sale of any item, product, souvenir, or any other merchandise which is labeled "made in Hawaii" or which by any other means misrepresents the origin of the item as being from any place within the State, which has not been manufactured, assembled, fabricated, or produced within the State and which has not had at least fifty-one per cent of its wholesale value added by manufacture, assembly, fabrication, or production within the State. Management may request that any exhibitor whose products in the opinion of Management, do not meet the criteria as specified herein, or Rules established by any State agency, to remove such products immediately; provided, however the failure of Management to make such request or observe any noncompliance shall not create or give rise to any claim or cause of action against Management or any sponsors of the Made in Hawai'i Festival, including but not limited to First Hawaiian Bank and its affiliates in favor of any other person participating in the Made in Hawai'i Festival or create any defense in favor of any defaulting exhibitor. Management has the right to evict any exhibitor who refuses to comply with this request. Further, there will be no refund of fees paid.

RECEIPT OF APPLICATION AND PAYMENT OF FEES - Management will assign & confirm booth space to an approved and accepted Exhibitor through the "Payment and Information form" which is sent out to the exhibitor upon approval and receipt of deposits and/or payments. The Payment and Information form will credit the amount of deposit paid and show the balance due, upon receipt of the Contract for Exhibit Space properly filled out, accompanied by a deposit of \$215.00 per booth or each 100 square foot of area, or payment in full, on the rental for booth space or space applied for. The balance of the booth rental must be paid no later than July 5, 2011. Should the Exhibitor fail to comply with this rule, Management has full authority to cancel any or all booth space assigned to the Exhibitor. In such case, any advance payments shall be forfeited. Management reserves the right to pass on any new taxes required by law.

RELEASE INDEMNIFICATION - As a means of maintaining credibility for the Festival and the promotion thereof, each Exhibitor is asked to cooperate with Management to prove and verify that all products exhibited and/or sold meet the terms and requirements of "Qualifying Products" above. Exhibitor hereby agrees to waive, release and discharge any and all claims, actions, liabilities, demands or damages, whether at law or in equity, that Exhibitor may have or acquire against Management, any sponsor of the Made in Hawai'i Festival, including but not limited to First Hawaiian Bank and its affiliates, International Convention Events and Services and its employees, the City and County of Honolulu and its employees, as well as any other exhibitors, and their respective employees, agents, officers and directors, related to or arising out of any exhibitor's failure to comply with these Rules and Regulations. Exhibitor further agrees to indemnify, defend and hold harmless Management, all sponsors of the Made in Hawai'i Festival, including but not limited to First Hawaiian Bank and its affiliates, and all other exhibitors at the Festival, and their respective employees, agents, officers and directors, from and against any and all claims, losses, damages, liabilities, actions, causes of action, costs, expenses (including attorneys' fees and costs) or demands arising out of or in any connection with Exhibitor's exhibiting or selling items, products, or any other merchandise at the Made In Hawai'i's festival, including but not limited to Exhibitor's failure to comply with the Qualifying Products section herein.

RULES AND REGULATIONS (Additions)- It is expressly understood and agreed by Applicant that the Rules and Regulations of the show as issued or amended by Management are hereby made an integral part of the Contract and of the reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract.

SAMPLING / SELLING REGULATIONS - Exhibitors are prohibited from infringing on the rights of the Neal S. Blaisdell Center's food concessionaire. Therefore, food samples should be no larger than single bite-sized pieces and beverage samples no more than two (2) ounces. Products sold must be for home consumption and in multi-packs, not in individual serving sizes. Exhibitors are prohibited from selling or promoting products or services outside of their designated booth.

SPACE - The exhibit booth arrangement is explained through the descriptions in the exhibitor packet. Dimensions and location of each booth are believed to be accurate, but only warranted to be approximate & are subject to change.

SUBLETTING / SHARING SPACE- the subletting, assignment or apportionment of the whole or any part of contracted spaces or booths by any Exhibitor is prohibited. Sharing of the whole or any part of the contracted booth or exhibit space is allowed, but is limited to two (2) exhibitors per contracted booth or exhibit space. Any requirements over and above that which is part of the basic booth package as offered by Management are the responsibilities of the Exhibitor(s). For administrative purposes, each must fill in a separate application and submit together. A shared booth will be treated as a single entity although both exhibitors will be listed in the Festival Directory. Shared booths are subject to a \$215.00 surcharge. Organizations in multi-booth "pavilions" may not be subject to the surcharge.

TERMINATION OF SHOW - Should the premises in which the show is to be held become, in the sole judgment of Management, unfit for occupancy, or should the show be materially interfered with by reason of strike, labor dispute, picketing, boycott, embargo, injunction, war, terrorism, riot, emergency declared by any Government Agency, or any other act beyond the control of Management, the Contract of Exhibitor expressly waives such liability and releases Management of and from all claims for damages and agrees that Management should have no obligation except to refund to the Exhibitors a pro-rated share of the aggregate amount received by Management (as rental for exhibit space for said show, after deducting all costs and expenses in connection with the show including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the Exhibitor).

TRASH LIABILITY/RESPONSIBILITY - Exhibitors are responsible for trash generated during the operation of their exhibit. Post-Show clean-up of trade show exhibitors' area is the responsibility of each individual exhibitor for his/her booth space, or in any common area, of the exhibitor(s) who may have created the trash. Do not leave post show trash in your booth. All trash must be disposed of in trash bins provided behind Exhibition Hall and Arena. If Management has to clean the area, the Exhibitor will be charged at the rate of \$50.00 per person per hour. NBC trash receptacles that are placed throughout the exhibition area are for attendee usage only and not for the convenience of Exhibitors.

WITHDRAWAL - Withdrawal by an Exhibitor will not be accepted unless written notice of such withdrawal has been received by Management by July 15, 2011. No portion of booth space fees collected, including the deposit, is refundable in the event of withdrawal after July 15, 2011.