

## 2024 THE COWBOY CHANNEL COWBOY CHRISTMAS RULES AND REGULATIONS "Exhibit A"

- 1. **LOCATION OF BOOTH:** Las Vegas Events, Inc. (hereinafter referred to as "LVE" or "Show Management") shall have the right, in its sole discretion, to assign Booth Space. Show Management is not required to contact the Exhibitor prior to Booth Space assignment. Upon receipt of Booth Space assignment, the Exhibitor shall have ten (10) days to decline the Booth Space, thus forfeiting their opportunity to exhibit at Cowboy Christmas for the current year and all future Cowboy Christmas gift shows.
- 2. LOGOS: The official logo of the Professional Rodeo Cowboys Association (hereinafter referred to as "PRCA"), the word "ProRodeo", the abbreviation "PRCA", the official logo of the Wrangler NFR, the words "National Finals Rodeo", "National Finals" and the abbreviation "NFR", the abbreviation "WNFR", "ProRodeo.com", "Wrangler National Finals Rodeo", "Wrangler NFR", NFR Shield Logo and Wrangler NFR Shield Logo are all protected copyrights held by the PRCA and MAY NOT BE USED ON ANY ITEM(S) FOR SALE OR DISPLAY AT THE 2024 THE COWBOY CHANNEL COWBOY CHRISTMAS WITHOUT THE PRIOR WRITTEN APPROVAL OF (i) PRCA PROPERTIES, INC. AND/OR (ii) the official licensed product agency of the PRCA.
- 3. **INSTALLATION OF EXHIBITS:** All merchandise must be in place and the booth space otherwise set up by 5:00 pm, Wednesday, December 4, 2024. If the exhibitor is not in place currently, Show Management has the right to fill or reassign space, as necessary. The previous exhibitor forfeits all monies paid for said space.
- 4. **DISMANTLING OF EXHIBITS:** Exhibitor may commence dismantling of the Booth Space at 4:01 p.m. on Saturday, December 14, 2024. The booth space shall be evacuated, and all exhibits shall be removed by 9:00 a.m. on Monday, December 16, 2024. Anything left in the facility after this time will be disposed of by the Contracted Decorator and the exhibitor will be responsible to pay all costs involved in tear down and removal.
- 5. **EXHIBITION HOURS:** The Exhibitor shall keep the Booth Space sufficiently staffed, and otherwise prepared to conduct business with the public, from 9:00 a.m. 4:00 p.m. each day of the Show Term. Exhibitors shall provide all necessities to conduct business. YOU MUST BE IN YOUR BOOTH SPACE AND READY TO DO BUSINESS 10 MINUTES PRIOR TO THE DOORS OPENING.
- 6. **EXHIBITOR CREDENTIALS:** Exhibitor credentials will be issued at the time of check-in only. Credentials should always be visible during the Show.

## 7. USE OF BOOTH SPACE:

- a. Exhibitors must decorate the booth using a western/Christmas theme. Only products approved by Show Management during the application process will be allowed.
- b. LVE will provide one (1) 500-watt electrical outlet PER EXHIBITOR CONTRACT. LVE will provide Booth Space with a standard 8-foot-high white back drape and 3-foot-high white side divider wings, only if exhibitor chooses that option on the decorator order form.

- c. Aisles and/or public passageways must always be clear. Booth carpet/materials, merchandise and/or decorations MUST NOT spill over in carpeted aisle way or appropriate actions will be enforced by Show Management. This includes all furniture, clothing, clothing racks, waterfalls, lighting and lines for autograph sessions or signings. Any additional requirements, supplies, or equipment (including tables, chairs, special lighting, and electrical needs) must be acquired from the appropriate service contractor and paid for by Exhibitor.
  - i. **HANGING SIGNS:** Hanging signs are restricted to ISLAND BOOTHS 600 square feet and larger and The Cowboy Channel Cowboy Christmas Sponsors ONLY. \*\*To maintain clearer sight lines within the Halls, this update to hanging signage will allow aisle signs and overall show directory signage to better serve our goal of assisting The Cowboy Channel Cowboy Christmas guests and shoppers.
  - ii. **BOOTH SIGNAGE:** All standard/linear booths that have affixed signage MUST be one sided, the front side facing booth space ONLY. Said signage shall NOT exceed booth height limit of 10'. The back of the sign MUST be blank and tasteful. If signage does not meet show guidelines, you will be asked to remove from booth structure at the expense of Exhibitor.
  - iii. BOOTH BUILD RESTRICTIONS: Booth height restriction for back and side wall construction has been set at 10' in height. Your walls/structure must not exceed 10' in height, this includes lighting, merchandise and all decorations cannot exceed the 10' height limit.
- d. The exhibitor must set up and decorate the Booth Space in completed form no later than the deadline stipulated in Paragraph 3. All exhibits shall be constructed, decorated, and maintained in a professional manner. Any portion of the exhibit bordering another Exhibitor's booth must have the back side of that portion finished with paint or drape and must not carry identification signs or other copy that would detract from the adjoining exhibit. Exhibitors with any visible unfinished portions to their booth prior to show opening may incur charges to have these portions finished on-site. In the event Show Management in its sole judgment, determines that the Booth Space is not satisfactorily set up by the time designated in Paragraph 3 above, Management shall, in accordance with Paragraph 11 below, have the right, without prior notice, to take possession of the Booth Space, and permit its use by another Exhibitor on such terms and conditions as deemed appropriate.
- e. Exhibitor shall not dismantle or remove any portion of the Booth Space prior to the time indicated in Paragraph 4. If the Exhibitor does dismantle prior to the time indicated this will result in lost space privilege in subsequent shows.
- f. Exhibitor shall not obstruct the view of an exhibit with signs, merchandise, inflatables, etc., nor permit such objects to be placed or operated in any manner which, in the sole judgment of Show Management, is offensive or objectionable to the adjacent or surrounding Exhibitors, or to the Show.
- g. All signage must be approved by Show Management prior to hanging. Signage must not be objectionable to adjacent or surrounding Exhibitors. If signage is objectionable, signage must be taken down. Balloons or inflatables of any kind are not allowed. Individual signage outside the hall, in parking areas, walkways, concourse, etc. is not permitted.
- h. Exhibitors shall maintain responsible individuals in their Booth Space. Employees, agents, visitors, or guests of Exhibitors must be familiar with and abide by all rules governing Exhibitors.
- i. Exhibitor shall be responsible for the conduct of any employee(s), agents, visitors, or guests in or about Booth Space.
- j. Exhibitors shall always keep the Booth Space neat, clean, free of debris and safe for any foreseeable use or access by the public, Fire Inspectors, building personnel or others. Aisles and public passageways must always be clear Exhibitor must comply with all rules, regulations and requirements of the Fire Marshall, the Las Vegas Health Department, and/or any government entity having jurisdiction over the

premises.

- k. Exhibitor shall comply with all applicable statutes, laws, and ordinances and immediately upon notice of any violation thereof shall take appropriate steps to correct the same. Without limiting the foregone, the Exhibitor shall possess all required business licenses and shall also pay all sales taxes in a timely manner. THE STATE OF NEVADA DEPARTMENT OF TAXATION REQUIRES THAT ALL SALES TAXES BE PAID WITHIN TWO WEEKS FROM THE END OF THE SHOW.
- I. Absolutely no sound system, musical instruments, noise makers, loudspeakers, microphones, or other amplification or broadcasting devices of any kind may be used.
- m. Exhibitors shall not sell or display products except within the confines of the Booth Space. Solicitation of approved products or services is only permitted within your designated booth space. No roving is permitted.
- n. No demonstrators, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind or character will be allowed in the aisles or public passageways or attached to the walls, posts, doors, permanent fixtures, or surfaces of the building, neither inside nor outside. The exhibitor will be responsible for all repair or replacement costs.
- o. General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials of any kind or character shall be strictly prohibited. Such literature or materials strictly relating to the Exhibitor's product/service may be made available on the Booth counter space or otherwise within the Booth Space. Inflatables, balloons, hats, tee-shirts, posters, and similar items as well as adhesive materials designed to be stuck on walls, car bumpers, etc., shall not be distributed under any circumstances.
- p. Exhibitor shall not use the Booth Space for any political or religious purpose. Solicitation of funds for any political, educational, or charitable corporation or association or any other corporation, association, group, individual or cause of any kind or character shall be the discretion of Show Management.
- q. Exhibitors shall not conduct registrations or drawings of any kind without express written approval of Show Management.
- r. "For Sale", "% off" and "Discount" signage is **strictly prohibited**.
- 8. **RELEASE AND WAIVER:** Exhibitor assumes sole responsibility and liability for any and all claims, liabilities, injuries, damages, attorneys' fees, costs, losses, and expense regardless of whether at law or in equity (hereinafter collectively referred to as "Damages") suffered by Exhibitor or any agent, employee, other personnel, subcontractor, customer, prospective customer, client or guest of Exhibitor (hereinafter collectively referred to as "Exhibitor Parties"). PRCA, LVE, WNFR, LVCVA, and their agents, employees, officers, and employees (hereinafter collectively referred to as "LVE Parties"), shall not be liable for Damages suffered by Exhibitor Parties. Exhibitor hereby expressly releases, discharges, and waives any and all claims for Damages against LVE Parties arising out of or in any way related to the Booth Space or Show.
- 9. **BOOTH TRANSFER**: Under no circumstances shall an Exhibitor assign or otherwise transfer the Booth Space, location, or any portion thereof. Neither this Agreement nor any of the privileges granted herein may be assigned or otherwise transferred. Any attempted assignment or transfer by Exhibitor in violation of this Paragraph 9 shall be void. In the event the Exhibitor sells a majority interest in its business, this Agreement shall terminate and LVE may retain any Rental Fees paid by Exhibitor.
- 10. **INDEMNIFICATION**: Exhibitor shall indemnify, hold harmless and defend, LVE Parties against and from any and all Damages arising out of or in any way related to: any Damages whatsoever to any Exhibitor Parties; Exhibitor

Parties' work, use, occupancy, participation, or other activity at the Booth Space or Show; the conduct of Exhibitor Parties; business; any activity, work, or other thing done, permitted or suffered by Exhibitor Parties; any breach or default in the performance of any obligation under the terms of this Agreement; any product or service sold, leased, supplied or otherwise provided by Exhibitor Parties; any act or omission of Exhibitor Parties whatsoever; or, any negligent or intentional act or omission of LVE Parties arising out of or in any way related to the Booth Space or Show.

- 11. **INSURANCE REQUIREMENTS:** Las Vegas Events will obtain the Commercial General Liability Insurance policy with a minimum limit of \$1,000,000 (one million dollars) Per Occurrence providing Bodily Injury, Property Damage, and Personal/Advertising Injury coverage for any and all claims arising from the operations during the period of Saturday, November 30, 2024 Monday, December 16, 2024, for all Exhibitors. Damage and/or theft of Exhibitor's property and equipment is not covered by this third-party liability insurance. Any exhibitor that maintains a vehicle on the show floor during the show dates and hours will provide Las Vegas Events with a Commercial General Liability insurance policy which includes automobile liability.
- 12. **SALES TAX:** The state of Nevada requires Las Vegas Events to provide a list of exhibitors prior to the show. Each exhibitor must complete a 'One Time Sales Tax Report' and return the report and any tax collected to Las Vegas Events at the end of show. Las Vegas Events will then remit payment directly to the department. Your name or business name, address, federal information number of your business or social security number, the amount sold, and tax collection must be on the form. All Sales Tax forms must be received by Friday, December 27, 2024. Forms received after the payment deadline with be assessed with a \$250.00 penalty fee. The penalty fee will increase by \$250.00 for every fifteen (15) days that the form and payment is past due. Please note: If your company is exempt from collecting tax or if you have a state of Nevada business license, you are still required to return a completed form with your total gross sales amount listed to Las Vegas Events.
- 13. **SECURITY:** Exhibitor acknowledges and agrees that individual security for the Booth Space is the sole responsibility of the Exhibitor. LVE may, but is not obligated to, provide general security ("Security") for the Show in the form of security personnel or other related security techniques and procedures. Exhibitor shall not indemnify and hold PRCA, LVE, WNFR, and LVCVA, their agents, officers, and employees harmless from any and all liability, costs and expenses arising out of or in connection with any act or omission in any way connected to the Security provided either inside of the building or in assigned exhibitor parking areas.
- 14. **EXCLUSIVITY:** Except for the sale of products or items from the Booth Space otherwise permitted under this Agreement, during the Show term, Exhibitor shall engage in, or become a partner, officer, principal, employee, consultant, investor, creditor or stockholder, directly or indirectly, in any business proprietorship, association, firm, corporation or any other business entity which is engaged in the sale of any product of items otherwise offered for sale at The Cowboy Channel Cowboy Christmas, anywhere in the City of Las Vegas, Nevada or Clark County, Nevada without the prior written consent of LVE, which consent LVE may withhold in its sole and absolute discretion.
- 15. **BREACH OF CONTRACT:** In the event Exhibitor breaches any term or condition of this Agreement or is otherwise not in compliance with the terms of this Agreement, LVE may without prior notice (i) declare this Agreement terminated, (ii) immediately take possession of the Booth Space and permit its use to another Exhibitor, and (iii) retain any rental fees paid by Exhibitor. If LVE breaches this Contract, its liability is limited to the amount of the Rental Fee paid by the Exhibitor.
- 16. **PETS:** Exhibitors are not permitted to bring pets of any kind into the Las Vegas Convention Center. Service Animals for persons with disabilities are permitted in accordance with state and federal law. See "Service Animals" for rules on the admittance of Service Animals into the facility.
- 17. **SERVICE ANIMALS:** Under Nevada's disability laws and the ADA, a service animal is generally a dog that has been trained to perform tasks or do work for the benefit of a person with a disability. The tasks or work the animal does must be directly related to the person's disability. In addition to guide dogs and hearing dogs, examples of

service animals may include: (a) psychiatric service animals, which help handlers manage mental and emotional disabilities, by example, interrupting self-harming behaviors or providing calming pressure during anxiety; (b) Seizure Alert Animals; and/or Allergen Alert Animals. Neither the ADA nor Nevada's public accommodations law give people the right to bring pets or "emotional support animals" into public accommodations: animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional conditions. It is a violation of Nevada law to fraudulently misrepresent an animal as a service animal and may result in a breach of contract and/or state fine. The ADA and Nevada's public accommodations law allow a public accommodations to exclude your service animal if it is not housebroken, the owner fails to maintain control over the animal, the facility cannot accommodate the type, size, and weight of the animal, or the animal poses a direct threat to health and safety (for example, if your dog is aggressively barking, snapping at other customers or is out of control).

## 18. MISCELLANEOUS INFORMATION:

- a. LVE reserves the right to prohibit Exhibitor from conducting business or displaying any exhibits if, in LVE's sole judgment (1) it detracts from the general character of the Show; (2) the character of the business of exhibit, was not accurately represented prior to execution of this Agreement; (3) this Agreement was entered into under false pretenses; or (4) Exhibitor is in violation of any rules governing exhibitors, including rules set forth herein, by federal, state, or local law, regulation, mandate, order, or by restrictions set by the property owner. An Exhibitor ejected after the start of the Event for noncompliance with these rules shall not entitled to a refund of any portion of the price of the Exhibit Space.
- b. If an Exhibitor plans to change and/or add merchandise or exhibit material or change their intention regarding selling/taking orders for merchandise from that previously represented to The Cowboy Channel Cowboy Christmas, a written request must be submitted to, and approved by Show Management. Show Management shall reserve the right to approve or disapprove any such changes or additions. The exhibitor shall not sell or display any product which, in LVE's sole judgment, is offensive.
- c. Exhibitors shall abide by all the rules and regulations of the Show. The exhibitor and its employees will conduct themselves in a courteous manner while operating the Booth Space.
- d. The Cowboy Channel Cowboy Christmas reserves the right to adopt such other rules and regulations as it deems necessary, in its sole judgment, for the safe, efficient, and smooth operation of the Show. Exhibitors agree to abide by such additional rules and regulations.
- e. Exhibitor shall be bound by all terms of this Agreement. Cancellation of Booth Space after October 1, 2024, will result in a Cancellation Charge of 50% of the Total Price of the Booth Space, after October 15, 2024, will result in a Cancellation Charge of 75% of the Total Price of the Booth Space and after November 01, 2024, will result in a Cancellation Charge of 100% of the Total Price of the Booth Space.
- f. The Cowboy Channel Cowboy Christmas assumes no responsibility whatsoever for the collection of accounts from customers.
- g. LVE reserves the right to interpret all rules/regulations and has full discretion to settle and determine all matters, questions or differences arising out of, connected with, or incident to this Agreement (including, without limitation, the Rules contained herein), the Booth Space, (including, without limitations, its location) and the Show. All decisions of LVE and the Show Manager rendered hereunder shall be considered final.
- h. For the safety of children of Exhibitors, no one under the age of 16 will be allowed on the show floor at any time during move-in and move-out hours.
- 19. **FORCE MAJEURE:** LVE shall not be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, pandemics, or acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.

Revised 03/25/2024