

Exhibitor Refund Policy, Rules and Hold Harmless Agreement.

Latitude-88, Inc. REFUND POLICY:

All Cancellations Must Be Made in Writing via email to Qualify for a Refund in Accordance With Our Refund Policy Below. Email: exhibitors@latitude88.com

NOTE: New Cancellation Policy as of Jan. 1, 2023 - there will be a \$10.00 cancellation fee for every canceled booking that has been approved & processed.

Latitude-88, Inc. REFUND POLICY & HOLD HARMLESS AGREEMENT

- If you book our events and then cancel the booking greater than two times within a calendar year (January 1 through December 31), your booth deposits will be non-refundable and non-transferable going forward for all events in the future.
- **30 days or greater.** If you cancel your reservation 30 days or greater from the Friday set up day of the event you will get a 100% refund including deposits and paid in full amounts.
- **29 Days or less:** If you cancel or don't show up to the event 29 days or less from the Friday set up day, no refunds will be given including deposits or paid in full amounts. If you leave early from an event, no refunds whatsoever are given.
- **If you do not have the proper 35lbs per leg tent weights, show management reserves the right to not allow you to set up or to remove you from the event. You MUST have this weight requirement attached to each tent leg regardless of staking in the ground or metal grids attached to your booth.** If it is found that you are not present and your tent does not meet the required weight per leg mandate, show management reserves the right to lower your tent

for the safety of others products, to prevent injury, bodily harm or death from your tent. There are no refunds if you are dismissed for not complying with weight requirements.

- **Rain Or Shine:** Our events are rain or shine, we will not cancel based on a forecast or during rain alone. Show management reserves the right to cancel during an event in progress if deemed a safety hazard due to lightning, heavy winds, flooding or any other reason deemed "Unsafe." Show management determines the definition of Unsafe during the event. There are no refunds, no transfer of funds and no rain dates if an event is cancelled due to act of God scenarios as mentioned above that make it unsafe.
- **Adverse Weather and the Assumption of Risk:** For any event there is an inherent risk of adverse weather. There is an assumed risk of being a vendor / exhibitor, especially at outside events for both the vendor / exhibitor and Latitude-88, Inc. All events go on rain or shine, indoor and outdoor events. No credits or refunds will be issued if the show is affected by forces of nature beyond our control during the event taking place. Please check our website or contact the office for updates on cancellations resulting from severe weather such as hurricanes, tornado's, flooding, etc. Please note, we will not cancel a show unless informed by state, city or local officials that it will be in the best interest of safety for all or a collaborative decision by Latitude-88, Inc. If it looks like it is going to rain, unfortunately, we will not call a show prior to the event. It will be at the show coordinator's discretion on site at the time. We are a rain or shine event unless conditions on the ground are a safety concern. There are no refunds or transfer of funds if the event is cancelled while it's in progress due to Act of God scenarios like weather.
- **Behavior:** Exhibitors and Latitude-88, Inc. staff will always engage in professional behavior. Any exhibitor found to be aggressive, insulting or otherwise unprofessional will be asked to leave the event with no refunds.
- **Smoking:** Smoking of any products, including Marijuana is not allowed in exhibitor tents or within the event public walkways. Smoking must be done outside the perimeter of the booths. If you don't comply with the no smoking rule, you will be asked to leave with no refunds.

- **Illegal Drugs:** the use of illegal drugs, is strictly prohibited anywhere on the event grounds.
- **No Call – No Show:** If you are a "No Call - No Show" at any event, we terminate doing business with you for life and there are no refunds of any payments made for that event you did not show up for.
- **Not returning Sunday:** If you do not return on Sunday of an event, we terminate doing business with you for life and there are no refunds of any payments made for that event you did not show up for.
- **Leaving Early:** If you pack up and leave an event early on Saturday or Sunday before we close without event management being made aware, we terminate doing business with you for life and there are no refunds of any payments made for that event you did not show up for.
- **Credit Card Charge Back / Dispute:** If you file a credit card dispute for a legitimate payment to us after services have been rendered, we terminate doing business with you for life and possibly report you to law enforcement for fraudulent activity.
- **HOLD HARMLESS & INDEMNIFICATION AGREEMENT BETWEEN Latitude-88, Inc. AND Vendor/Exhibitor.** This Agreement shall be in place between Latitude-88, Inc. and Vendor/Exhibitor submitting this application and said terms shall apply to shows Vendor/Exhibitor is participating in with Latitude-88, Inc. indefinitely, regardless of how many events the Vendor/Exhibitor attends or until a revised edition is submitted. This agreement is effective from the date of submitting this application and its acceptance. This agreement shall remain valid until it has been edited with a revision. ("Vendor") agrees to the following: Vendor shall be responsible for all damages to persons or property, theft of property, adverse weather such as rain, wind, heat, cold, lightning, thunderstorms including their vehicles that occurs as a result of Vendor's or its officers, agents,

employees and/or servants' fault or negligence in connection with Vendor's participation in all Events. Further, Vendor shall indemnify and hold harmless Latitude-88, Inc., its officers, agents, employees and servants from any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any breach of this agreement, any suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of Vendor, its officers, agents, employees and/or servants in connection with all Events. The vendor/exhibitor will also hold harmless Latitude-88, Inc. from any financial loss, injury, death due to an act of God scenario resulting in cancellation of the event, i.e., but not limited to hurricane, tornado, earthquake, flooding, cold front resulting in extreme rain, lightening.

- I am aware of the nature of COVID-19 and the risk that I may be exposed to or contract COVID-19 by being on the Premises and engaging in the Activity. I acknowledge that I am voluntarily entering the Premises to engage in the Activity with knowledge of the danger involved. I hereby agree to accept and assume all risks of personal injury, illness, disability, or death related to COVID-19, arising from my being on the Premises or engaging in the Activity, whether caused by negligence of the Business or otherwise.

Show General Rules

- Subletting Booths is not allowed unless written permission is given by event management.
- Smoking any products including Marijuana is not allowed in booths or in public walkways. Smoking must be done outside of the show grounds.
- Selling and advertising must be inside your rented space.
- Driving vehicles on the event grounds during public show hours or outside of designated times that allow vehicle traffic is strictly prohibited.
- Advertising other events while attending a Latitude-88, Inc. event is prohibited.
- The tent weight requirement is mandatory and non-negotiable: If you do not have the proper 35lbs per leg tent weights, show management reserves the right to not

allow you to set up or to remove you from the event. You MUST have this weight requirement attached to each tent leg regardless of staking in the ground or metal grids attached to your booth. If it is found that you are not present and your tent does not meet the required weight per leg mandate, show management reserves the right to lower your tent for the safety of others products, to prevent injury, bodily harm or death from your tent. There are no refunds if you are dismissed for not complying with weight requirements.

- Loud music at your booth that hinders the business of your neighbors is not allowed.
- Selling of live animals is not allowed
- Selling anything illegal is not allowed
- Selling of guns/firearms and ammunition is not allowed
- Pets are your booth must be contained, not barking and not aggressive or you will be asked to remove it.
- Intoxication from alcohol or any other substance is not allowed. If this is the case, you will be asked to leave the event with no refunds.
- Behavior: Exhibitors and Latitude-88, Inc. staff will always engage in professional behavior. Any exhibitor found to be aggressive, insulting or otherwise unprofessional will be asked to leave the event with no refunds.
- No Call – No Show: If you are a "No Call - No Show" at any event, we terminate doing business with you for life and there are no refunds of any payments made for that event you did not show up for.
- Not returning Sunday: If you do not return on Sunday of an event, we terminate doing business with you for life and there are no refunds of any payments made for that event you did not show up for.
- Leaving Early: If you pack up and leave an event early on Saturday or Sunday before we close without event management being made aware, we terminate doing business with you for life and there are no refunds of any payments made for that event you did not show up for.
- Credit Card Chargeback / Dispute: If you file a credit card dispute for a legitimate payment to us after services have been rendered, we terminate doing business with you for life and possibly report you to law enforcement for fraudulent activity.
- Taxes: Collecting state and / or federal sales tax is the exhibitor's responsibility

- Not following any of the above rules, or commands on the ground during the event-by-event management, not following items in the hold harmless agreement, or in the refund policy can result in immediate removal from the event and possible civil and criminal prosecution.

- Lastly, be nice, respectful and enjoy yourselves!