

## **LAKES INTERNATIONAL COMIC ART FESTIVAL EXHIBITOR TERMS AND CONDITIONS**

1. The Lakes International Comic Art Festival (LICAF) is scheduled to run from Friday 9 October to Sunday 11 October 2020 in Kendal, Cumbria. The event is owned, produced and managed by Lakes Arts Festivals Ltd, 31 Parr Street, Kendal LA9 7DH. The Director is Julie Tait.

2. In this context, "The Exhibitor" refers to the company, collective, business entity, individual or its elected representatives, which has applied for exhibit space at LICAF. "LICAF" refers to both the Event and the representative organising body of Lakes Arts Festivals Ltd.

3. The contract to exhibit at LICAF shall become binding and effective only when payment for the exhibit space has been received, which must be no later than Friday 26 June 2020.

4. The Exhibitor assumes all risks associated with, resulting from or arising in connection with The Exhibitor's participation or presence at LICAF, including, without limitation, all risks of theft, loss, harm, damage or injury (including death) to the person, property, business or profits of The Exhibitor or The Exhibitor's employees, contractors, representatives, patrons, guests or invitees (collectively, the "Exhibitor Parties"), whether caused by negligence, intentional act, accident, act of God or otherwise.

The Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property and the Exhibitor Parties' property (whether or not stored in any courtesy storage area), including without limitation any subrogation claims by its insurer. Neither LICAF nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property and The Exhibitor Parties' property delivered by or to The Exhibitor.

5. Under no circumstances shall LICAF or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall LICAF'S maximum liability under any circumstance exceed the amount actually paid to LICAF by The Exhibitor for exhibit space rental pursuant to this contract.

6. LICAF, in its sole discretion, has the right to determine whether a prospective exhibitor is eligible to participate in the Event. LICAF reserves the right to restrict or remove any exhibit that LICAF, in its sole discretion, believes is objectionable or inappropriate. No adult materials may be displayed or sold without prior written permission of LICAF.

7. Exhibit space shall be assigned by LICAF in its sole discretion for the Event and for the event dates specified above only. Any such assignment does not imply that similar space will be assigned for future events held by LICAF. LICAF reserves the right to change the floor plan or to move The Exhibitor to another location prior to or during the Event if, in its sole discretion, it determines that to do so be in the best interest of the Event.

8. Cancellation: Exhibitors who cancel exhibit space more than 60 days prior to the opening day of the event, will be refunded in full unless the exhibit space cannot be re-allocated or re-let. Refunds for cancellations made less than 60 days prior to the opening day of the Event are at the sole discretion of LICAF. If the space can be re-allocated or re-let, LICAF will refund The Exhibitor in full. If the space cannot be re-allocated or re-let, The Exhibitor will be liable for payment.

10. If LICAF cancels the Event due to circumstances beyond the reasonable control of LICAF (such as acts of God, acts of war, governmental emergency, labour strike or unavailability of the Exhibit Facility) LICAF shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of LICAF'S liabilities to The Exhibitor.

LICAF reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If LICAF changes the name of the Event, relocates the Event to another event facility within the same town or county, or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be

held, no refund will be due to The Exhibitor; provided however, LICAF shall assign use of such space to Exhibitor pursuant to the terms of this contract.

If LICAF elects to cancel the Event other than for reasons previously described in this paragraph, LICAF shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of LICAF to The Exhibitor.

11. LICAF has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by The Exhibitor shall be deemed fully earned and non-refundable at the time of payment.

The Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, LICAF in its sole judgment may refuse to consider for participation in future events held by itself an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations.

Any amendment or modification to this contract must be in writing and signed by an authorized representative of LICAF.

The Exhibitor may not assign this contract or any right hereunder, nor may The Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of LICAF, which consent shall be in LICAF'S sole discretion.

12. Health and Safety procedures must be strictly observed within the Event Facility at all times.

13. Exhibitors agree to leave their space in the condition that they found it and preserve its up keep at all times during the Event.

14. Any and all matters pertaining to LICAF and not specifically covered by the terms and conditions of this contract shall be subject to determination by LICAF in its sole discretion.