

# **Heritage India Festival-Exhibitor Regulations**

Rushhi Entertainment, which has been at the forefront of ethnic marketing, is proud to present the **Heritage India Festival 2010**, offering sponsors and exhibitors an opportunity to interact with thousands of current and potential customers from an affluent South Asian demographic. Patrons will be able to enjoy shopping, entertainment and food from India in one central location. The shopping portion of the event will feature exhibitors from all over South Asia that will be selling ethnic goods and services. Exhibitors & Services will include leather goods, furniture, handicrafts, gifts, rugs, garments, Costume/Real Jewelry, home Furnishing/Décor Products, Herbal Products, Food Products, Corporate Services and much more. In addition, Top South Asian cuisine restaurant of the Washington Metro area will be featuring culinary delights from different parts of the sub-continent. This will include foods/beverages from different parts of India, Pakistan and other parts of South Asia. The event will also feature a live stage with tons of entertainment including fashion shows, beauty pageants, dance competitions and local talent performances.

**DAY/DATE/TIME:** Saturday, May 15, 2010 12:00 p.m. – 9:00 p.m.  
Sunday, May 16, 2010 12:00 p.m. - 7:00 p.m.

**VENUE:** Dulles Expo Center, North Hall  
4368 Chantilly Shopping Center  
Chantilly, VA 20151

**SET-UP DAY/DATE/TIMINGS:** FRIDAY, MAY 14, 2010, 5:00PM-10:00PM

1. **NO VENDOR WILL BE ALLOWED TO ANY SET UP ON SATURDAY/SUNDAY**
2. **FESTIVAL DOORS WILL OPEN 11:00AM FOR VENDORS ON THE DAY OF THE FESTIVAL**
3. No vehicles allowed inside venue for exhibitor set up and exhibitors will be responsible for taking their goods and merchandize to/from their booths.
4. Rushhi IS NOT responsible for carting/loading/unloading of exhibitor merchandize.

## Exhibitor Rules and Regulations

The following are the rules and regulations that need to be adhered to by every exhibitor/exhibitor participating in the Heritage India Festival 2010 to be held at the Dulles Expo Center in Chantilly, VA on May 15-16, 2010.

**1. EXHIBITOR PASSES:** Rushhi agrees to provide exhibitors with exhibitor passes as follows:

- a) Each exhibitor with a 10X10 booth will receive four (4) exhibitor passes and a 10X20 booth will receive Eight (8) passes valid for the Festival. The Passes and NON-Transferable and non-cashable. THESE PASSES WILL BE IN THE FORM OF HAND STAMPS WHICH WILL BE DONE ON SATURDAY MORNING.
- b) **Additional exhibitor passes may be purchased directly from Rushhi for \$5 per pass.**

**2. EXCLUSIVITY:** No exhibitor is permitted to sell food and alcoholic/non-alcoholic beverages unless expressly authorized by Rushhi.

**3. FOOD EXHIBITORS:** All Food Exhibitors must comply with all applicable Fire, Safety, Health and other applicable codes and regulations, and will be responsible for obtaining any necessary permits required by any of the local government authorities in each venue where the Festival will be held.

**4. BUSINESS LICENSES:** Each Exhibitor will have to provide Rushhi with information necessary for obtaining a temporary business license (including any fees associated with obtaining a temporary business license) OR will be responsible for producing a copy of a business license for each venue where Exhibitor exhibits. Exhibitors will be responsible for obtaining any tax identification numbers and paying all applicable taxes, license fees, or other charges that shall become due to any governmental authority in connection with their activities at any event.

**5. EXHIBITOR APPLICATIONS:** Rushhi reserves the right to deny any exhibitor application for any reason, in Rushhi's sole discretion.

**6. LIABILITY INSURANCE:** Exhibitors will be responsible for obtaining their own liability insurance for each venue in which they will be participating.

**7. PROHIBITED ACTIVITIES:** Exhibitors are NOT allowed:

- a. To use any kind of audio (P.A.) system including speakers, microphones, etc.
- b. To display a banner outside their booth space unless expressly allowed by Rushhi.
- c. To distribute any literature or souvenirs from outside the boundaries of their booth.

**8. COLLECTIONS OF UNPAID AMOUNTS:** If the exhibitor owes Rushhi any amount over and above any deposit paid to Rushhi and if exhibitor fails to pay Rushhi within thirty (30) days of receipt of an invoice, Rushhi will pursue any such unpaid amounts through appropriate means, including collection agencies. Exhibitor will be responsible for all costs of collection (including reasonable attorney's fees) incurred by Rushhi for any such unpaid amounts. Any collection actions by Rushhi instituted against any exhibitor shall not be subject to the arbitration provisions of paragraph 24 (Disputes) of this Agreement.

**9. REFUND POLICY FOR BOOTH FEES:**

- a. If an Exhibitor cancels:
  - a. SIXTY (60) or more days prior to the event: 50% refund of booth fee
  - b. Less than SIXTY (60) days prior to the event: NO REFUND of booth fee
- b. If Rushhi cancels an event for any reason, the full amount of booth fee will be refunded.

**10. NO RAIN CHECKS:** NO rain checks will be issued in case of any inclement weather on the day of any event

**11. PAYMENTS TO RUSHHI:** Exhibitors/Exhibitors shall make payments via check, cashiers check or money order made payable to "**RUSHHI INC.**"

**12. MAILING ADDRESS:** All payments along with a COMPLETED Booth Registration Application Form should be mailed to:

**Rushhi Entertainment Inc.  
Attn: Vendor Registration  
3448 Payne ST  
Falls Church, VA 22041**

**13. RETURNED CHECKS:** Any returned checks will be assessed a \$30.00 fee, in addition to any remedies for returned checks or dishonored instruments which may be imposed under the laws of the State of Maryland, which laws govern this Agreement. Any exhibitor whose check is returned or dishonored for any reason will only be permitted to register with payments made by certified check, and must submit an additional security deposit of \$500.

**14. FAMILY EVENT:** The Heritage India Festival is a community and family oriented event. Exhibitors are expected to honor the spirit of the event, and only exhibit items, which are generally accepted at family events. Rushhi reserves the right to deny any exhibitor application and/or take appropriate measures to ensure wholesome family fun.

**15. EXPULSION FROM EVENT:** Rushhi reserves the right to expel any exhibitor from the Festival for boisterous conduct, misrepresentations of display exhibits or items sold, illegal activity, failure to obey exhibitor rules and regulations, or failure to comply with any reasonable request made by Rushhi. Rushhi reserves the right to confiscate any and all property of exhibitors who have violated any of the above provisions and who refuse to leave the fairgrounds in cases of expulsion.

**16. VIOLATION OF RULES AND REGULATIONS:** Upon signing the Exhibitor application, exhibitor agrees that no legal recourse can be taken if exhibitor violates any applicable Festival rules or regulations. If an exhibit is discontinued because of a violation of any of the aforementioned rules and regulations, the exhibitor shall not be entitled to a refund of any monies paid to Rushhi and Rushhi shall not be responsible for any expenditures attendant to such termination.

**17. UNUSED SPACE:** Rushhi reserves the right, should any rented exhibitor's space remain unoccupied on the opening day, or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner in Rushhi's sole discretion. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in the contract for space rental should Rushhi not resell the space. When a exhibitor application is accepted and booth space is reserved with a deposit, the exhibitor becomes liable for full payment, and refunds will only be issued in accordance with Paragraph 9 above (Refund policy for booth fees).

**18. LIMITATION OF LIABILITY:** Neither Rushhi, nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the exhibitor, its personnel or its property from any cause whatsoever, whether such injury, loss or damage arises out of contract, tort or other claims. Under no circumstances will Rushhi be liable for lost profits or other incidental or consequential damages, whether or not the possibility of such lost profits or damages has been disclosed to Rushhi or could have been reasonably foreseen by Rushhi. Exhibitors shall obtain, at their own expense, adequate insurance to protect against any such

injury, loss, or damage.

Rushhi's liability related in any way to this Agreement shall not exceed the total of the booth fees and other amounts paid by Exhibitor to Rushhi, whether such liability arises from contract, tort or other claims.

Rushhi shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in the exhibitor's exhibit is deemed to be the invitee or licensee of the exhibitor, rather than the invitee or licensee of Rushhi. Rushhi shall not be liable for any injury to, or loss of, property of the exhibitor or injury to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the exhibitor. Exhibitors assume full responsibility and liability for the actions of their agents, employees or independent contractors, whether acting within or without the scope of their authority. Exhibitor further agrees to hold harmless and indemnify Rushhi and Festival Grounds' Owners from and against any and all claims, demands, suits, losses, damages, costs, expenses or liabilities in any way arising from any acts or omissions by Exhibitors, their agents, employees or independent contractors whether such agents, employees or independent contractors were acting within or without the scope of their authority.

**19. INTELLECTUAL PROPERTY LAWS:** Exhibitor expressly agrees and warrants that any items offered for sale at any Festival location are not pirated, illegal, or otherwise in violation of United States or international intellectual property or anti-piracy laws. Exhibitor agrees to indemnify Rushhi and hold Rushhi harmless for any violations by Exhibitor of United States or international intellectual property or anti-piracy laws. Further, Exhibitors who violate this provision are subject to summary expulsion from the Event, and shall be liable for any damages to Rushhi or any other party as a result of Exhibitor's violation of this Paragraph.

**20 ENTIRE AGREEMENT/WAIVER:** There is no other agreement between the Exhibitor and Rushhi except as set forth herein. The rights of Rushhi under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of Rushhi.

**21. UNENFORCEABILITY/WAIVER:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision, nor shall any waiver of any provision of this Agreement operate as a waiver of any other breach of such provision or of any other provision.

**22. INDEMNIFICATION:** By signing this application, exhibitor agrees to hold harmless and indemnify Rushhi from and against any and all claims, demands, suits, losses, damages, costs, expenses or liabilities in any way arising from negligent acts by exhibitor, its agents, employees, or independent contractors.

**23. EVENTS BEYOND RUSHHI'S CONTROL:** In the unlikely event that the Festival grounds are damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for Rushhi to permit any exhibitor to occupy the space assigned during any part or the whole of the period covered, then during such circumstances, Rushhi will not be liable for the fulfillment of this contract as to the delivery of space and the exhibitor shall be reimbursed a proportionate share of the space rental.

**24: DISPUTES/ APPLICABLE LAW:** The parties expressly agree that any dispute arising from or in connection with this Agreement (except for actions by Rushhi to collect monies owed by Exhibitor under Paragraph 13, or actions by Rushhi against Exhibitor for violations of Paragraph 19-Intellectual Property Laws) shall be settled by binding arbitration pursuant to the rules of commercial arbitration rules of the American Arbitration Association, which arbitration shall be commenced in Rockville, Maryland. All parties consent to the jurisdiction of Rockville, Maryland for resolution of all disputes arising out of this Agreement which are subject to binding arbitration. In any such arbitration proceeding, each party shall pay its own costs and expenses, including its legal fees and the arbitrators shall apportion the costs of the arbitration proceedings as they deem appropriate. The parties agree that the decision of the arbitrators shall be final and binding and may be confirmed in a court of competent jurisdiction.

For all disputes that are not subject to binding arbitration as set forth above, all parties irrevocably consent to the jurisdiction of the State and Federal Courts of Maryland for resolution of all disputes arising out of this Agreement that are not subject to binding arbitration.

This Agreement shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of Maryland except for its conflicts of laws principles.

## **Rules & Regulations Regarding Exhibits at the Festival**

All exhibitors are required to maintain their booths during the normal business hours of the Festival. Normal business hours for the Festival will be as follows:

**Saturday, May 15, 2010, 12:00 PM—9:00PM**

**Sunday, May 16, 2010, 12:00 PM -7:00PM**

1. Loading and Unloading – NO Motor vehicles will be allowed at the exhibit area for loading and unloading purposes. Set up can be done only during the following hours:
  - a. Unloading may begin at **5:00 pm** on Friday, May 14, 2010.
  - b. All Unloading has to be completed by **9:00pm** on Friday, May 14, 2010.
  - c. **Exhibitors arriving after these times will NOT be allowed to unload at the festival loading docks under any circumstances.**
  - d. **Rushhi reserves the right to re-claim ANY BOOTH that is not set-up on Friday, May 14, 2010.**
  - e. Tear down can only be done once the festival is closed after **7:00PM on Sunday, May 16, 2010**
2. Rushhi will use reasonable efforts to ensure that the exhibit area is locked during hours that the exhibit area is not open to the public, to the extent that such property can be locked or otherwise secured. However, exhibitors are solely responsible for their own exhibits and materials and should insure their exhibits against loss or damage from any causes whatsoever. All property of any exhibitor is understood to remain in their care, custody, and control in transit to, and from, and within the confines of the exhibit grounds. Rushhi will not be liable for the safety and/or preservation of the exhibit material from fire, accident, theft, or any loss or any other cause whatsoever.
3. Exhibitors are also responsible for the delivery, handling and removal of their own display and items to be sold.
4. All construction and dismantling of exhibits must be carried out during the times stipulated in the Loading/Unloading section. No exhibit may be erected after the Festival opens, or dismantled before the official breakdown time.
5. Removal of decorations and cleanup of booths is the sole responsibility of the Exhibitor

6. No makeshift or hand scribbled signage is allowed. All signage must be professional and identify the individual, company or organization occupying the booth. Signage for food exhibitors should include a Food Menu and Prices. Exhibitor materials, signs, and displays are prohibited in any area other than their assigned booth, unless approved in writing by Rushhi.
7. Rushhi assumes no responsibility or liability in case of loss, theft, damage or destruction of any signage or banners at the Festival.
8. Whenever possible, crates or packing boxes shall be stored under cover outside of public view. Rushhi assumes no responsibility for loss, theft, damage or destruction of packing boxes or crates.
9. Rushhi shall reasonable means to have all applicable power services installed in time for the opening of the Festival. However, Rushhi shall not be held responsible for late installation or any interruption in power services that may occur for any reason.
10. Exhibits shall be arranged so as not to obstruct the general view or hide the exhibits of others.
11. Exhibitors will have to list in the Exhibitor Application all items they intend to sell at the Festival. Rushhi will have the right to permit the sale of ONLY those items that have been listed in the Exhibitor Application. Exhibitors who fail to comply with this provision will be asked to leave the premises or discontinue the sale of items not listed in the Exhibitor Application.