

# A CENTURY OF PROGRESS



## *General Conditions* *and* *Rules and Regulations* *for* *Concessionaires* *“1934”*

ADMINISTRATION BUILDING, BURNHAM PARK  
CHICAGO, ILLINOIS  
CABLE—CHICAGOFAIR

FORM CS-2  
NOVEMBER 1, 1933

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and  
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"1934"

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FORM 122  
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**GENERAL CONDITIONS**  
and  
**RULES AND REGULATIONS**  
for  
**CONCESSIONAIRES**

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**SECTION I**

**SCOPE AND DEFINITIONS**

**1. Scope**

(a) These General Conditions and Rules and Regulations are intended for the guidance and information of Applicants for Concessions, and upon the acceptance by A CENTURY OF PROGRESS of any Application for a Concession these General Conditions and Rules and Regulations shall be and become a part of said Application the same as though written at length therein and shall govern the installation, maintenance, operation, disposition and removal of each concession. A CENTURY OF PROGRESS reserves the right to construe, amend or add to these General Conditions and Rules and Regulations and to issue others whenever it deems it necessary to do so.

(b) The entire agreement between a Concessionaire and A CENTURY OF PROGRESS is evidenced by and included within his Application for a Permit for a Concession, the acceptance thereof by A CENTURY OF PROGRESS and these General Conditions and Rules and Regulations as now constituted and as they may from time to time be amended or added to by A CENTURY OF PROGRESS, provided, however, that A CENTURY OF PROGRESS shall not make any such additions or amendments applicable to any Concessionaire in a manner contrary to the expressed conditions of the contract between him and A CENTURY OF PROGRESS for his concession.

**2. Definitions of Terms**

The following terms used in these General Conditions and Rules and Regulations are defined and shall have the respective meanings as follows:

(a) "A Century of Progress" means and designates A CENTURY OF PROGRESS, a Corporation not for pecuniary profit, organized and existing under the laws of the State of Illinois, and is herein referred to as A CENTURY OF PROGRESS.

(b) "Board of Trustees" means and designates the Board of Trustees of A CENTURY OF PROGRESS.

(c) "Executive Committee" means and designates the Executive Committee of the Board of Trustees of A CENTURY OF PROGRESS.

(d) "General Manager" means the General Manager of A CENTURY OF PROGRESS.

(e) "To the satisfaction of A CENTURY OF PROGRESS", "approved by A CENTURY OF PROGRESS", and other similar terms, mean to the satisfaction of or upon the approval of the proper officer or agent of A CENTURY OF PROGRESS designated by THE GENERAL MANAGER to secure compliance with the provisions of these General Conditions and Rules and Regulations.

(f) "Concessionaire" means and includes any person, firm, corporation or association whose Application for a Permit for a Concession has been accepted by A CENTURY OF PROGRESS, the Concessionaire being sometimes referred to herein as the Applicant.

(g) "Concession" means a privilege granted to an Applicant by A CENTURY OF PROGRESS to operate a business for profit within the Exposition Grounds. In general, concessions will be granted only to serve the convenience, comfort, or pleasure, or to provide for the amusement of visitors to the Exposition, Exhibitors and their employees, Concessionaires and their employees, and/or agents and employees of A CENTURY OF PROGRESS.



(h) "Exposition" means the exposition to be held by A CENTURY OF PROGRESS beginning on or about May 19, 1934 and ending on or about November 11, 1934, said exposition to be held on the park land and water area along the shore of Lake Michigan in Burnham Park, Chicago, Illinois. (See Section XII.)

(i) Where the pronouns "He," "His," "Him," etc., are used as referring to an Applicant or to a Concessionaire, these words refer to and mean the Applicant or the Concessionaire, as the case may be, whether such Applicant or Concessionaire is an individual, a partnership, or a corporation.

## SECTION II

### APPLICATIONS, PAYMENTS AND PERMITS FOR CONCESSIONS

#### 1. Applications

(a) Application for a Permit for a desired concession must be submitted on forms prescribed and furnished by A CENTURY OF PROGRESS and must be filed in quadruplicate.

(b) All checks, drafts or money orders tendered to A CENTURY OF PROGRESS in connection with any Application will be deposited by A CENTURY OF PROGRESS pending acceptance or rejection of said Application, and the depositing of any such check, draft or money order shall not be deemed or construed as an acceptance of the Application.

(c) A CENTURY OF PROGRESS will carefully consider all Applications with all convenient speed and will as promptly as possible either accept the Application in writing or decline to accept the Application, and in the event the Application is rejected will return to the Applicant any monies tendered to A CENTURY OF PROGRESS on account of said Application. A CENTURY OF PROGRESS reserves the right to reject any and all Applications.

(d) An Application is an offer which, upon acceptance by A CENTURY OF PROGRESS shall become a valid and binding contract between the Applicant and A CENTURY OF PROGRESS, but such Application confers no rights with respect to the desired Concession upon the Applicant and it in no way binds A CENTURY OF PROGRESS prior to the acceptance thereof by a duly qualified officer of A CENTURY OF PROGRESS, and the acceptance of such Application by A CENTURY OF PROGRESS confers no rights upon the Applicant unless he shall keep and perform each and every provision in his Application, including provisions contained in these General Conditions and Rules and Regulations.

#### 2. Location of Concessions

(a) Every Concession shall be located upon and limited to the place or places specified for it in the Application.

(b) Every Concession for Transportation Facilities, whether by land, air or water, and by whatever means, shall be limited to such routes and terminal facilities as may be specified by A CENTURY OF PROGRESS, and A CENTURY OF PROGRESS may temporarily suspend such transportation or reroute the same at any time A CENTURY OF PROGRESS so desires.

#### 3. Assignment

No Concessionaire will be permitted to assign or transfer the space allotted him for a Concession or the Concessionaire's interest in the Concession, or to install, operate or maintain any type of Concession other than that specified and described in the Application, without the consent in writing of A CENTURY OF PROGRESS first had and obtained. No subletting of any Concessionaire's space or any interest therein will be valid, but any and all operations in the Concession area shall be considered as the operations of the Concessionaire and the Concessionaire will be responsible to A CENTURY OF PROGRESS therefor.

#### 4. Patents and Copyrights

If a Concessionaire shall require in the construction, installation, equipment or operation of his Concession any patented, copyrighted or trade marked device or material, he shall, before making use thereof, procure the lawful right to use the same, and he shall, in any event, save and



keep harmless A CENTURY OF PROGRESS at all times from and against any and all claims for infringement thereof.

## **5. Operating Permits**

No Concession shall open for operations or operate thereafter without a written Operating Permit from A CENTURY OF PROGRESS, which Permit will not be issued unless the Applicant shall have satisfied the requirements of A CENTURY OF PROGRESS as to Insurance, Sanitation, Revenue Control, Building Regulations (including A CENTURY OF PROGRESS Building Code) and shall have paid to A CENTURY OF PROGRESS all amounts due. Each Concessionaire shall have his Operating Permit posted in a conspicuous place in his Concession.

## **SECTION III**

### **RELATIONSHIP BETWEEN CONCESSIONAIRES AND A CENTURY OF PROGRESS**

#### **1. Concessionaires not Agents of A Century of Progress**

No Concessionaire is or shall be an agent or a representative of A CENTURY OF PROGRESS, nor shall a Concessionaire at any time make any representation, either in advertising material, promotion material, orally, or in any other way, that he is an agent or a representative of A CENTURY OF PROGRESS.

#### **2. Concessionaires not Partners of A Century of Progress**

Notwithstanding any agreement between A CENTURY OF PROGRESS and a Concessionaire, whereby a percentage of gross receipts or income from a Concession shall be retained by A CENTURY OF PROGRESS, there is not and shall not be at any time any partnership relationship between a Concessionaire and A CENTURY OF PROGRESS. Any money or other thing of value that A CENTURY OF PROGRESS receives or may receive from a Concessionaire or Concession shall be deemed in the nature of a compensation for money expended or to be expended and for privileges granted; and the receipt of such compensation shall not imply any partnership relationship between a Concessionaire and A CENTURY OF PROGRESS.

## **SECTION IV**

### **FINANCING CONCESSIONS**

#### **1. Prospectuses and Circulars**

Every prospectus and/or circular or other matter designed to secure assistance in the financing of any Concession must bear on its face in bold type the statement:

*A CENTURY OF PROGRESS is not interested in any way in the sale or the distribution of the within mentioned securities.*

No representation or statement shall be made by any Applicant or by any of the Applicant's solicitors, agents, or employees to the effect or implying that A CENTURY OF PROGRESS is in any way interested in the financing of the Applicant's Concession, or in the sale or distribution of any securities in connection with such financing.

#### **2. Restrictions**

No Applicant for a Concession and no Concessionaire shall at any time adopt or use any method of financing or business or trade practice in connection with his Concession which is objectionable to A CENTURY OF PROGRESS.

#### **3. Exposition Representatives not to be Interested in Concessions**

No employee or agent of A CENTURY OF PROGRESS shall have any financial interest, directly or indirectly, in any Concession or in the financing thereof, or shall receive from any Concessionaire any money or benefits whatever, without the express authorization of the Board of Trustees of A CENTURY OF PROGRESS.

## SECTION V

### ADVERTISING AND EXPLOITING CONCESSIONS

#### 1. Restrictions on Advertising Matter

No advertising matter of any kind or description, whether designed to induce financial participation in a Concession, or to induce visitors to patronize a Concession, or to buy any article, material or service furnished by any Concessionaire shall contain any statement to the effect or implying that the Concession is an activity of or operated by A CENTURY OF PROGRESS. All such advertising matter must be submitted to A CENTURY OF PROGRESS before it may be used by a Concessionaire. A CENTURY OF PROGRESS may at any time direct that any method of advertising or any statement used in connection with advertising shall be discontinued, and the Concessionaire shall immediately comply with such direction.

#### 2. Names of Trustees, Officers or Employees of A Century of Progress Shall not be Used

The name of no trustee, officer, or employee of A CENTURY OF PROGRESS shall be used in any advertising matter or prospectus, nor shall any direct or implied statement be made that any such person is interested in any Concession. No statement shall be made which might mislead the public in regard to the relationship of a Concession or of a Concessionaire to the trustees, officers, or employees of A CENTURY OF PROGRESS.

#### 3. Limitation of Responsibility of A Century of Progress

A CENTURY OF PROGRESS shall not be held responsible in any way for any misunderstanding or claim of fraud which may occur or be made as a result of any statement or method used by an Applicant or a Concessionaire or by any representative or agent of an Applicant or a Concessionaire in connection with any prospectus or any other advertising matter concerning a Concession.

#### 4. Restrictions on Signs and Posters on Exposition Grounds

The use by a Concessionaire of signs and posters on the Exposition Grounds shall be limited to the space allotted to his Concession.

All plans and designs for signs and posters must be submitted to A CENTURY OF PROGRESS for approval before their erection or exhibition. Any signs or posters erected without first securing the approval of A CENTURY OF PROGRESS will be removed by A CENTURY OF PROGRESS and the expense thereof charged to the Concessionaire.

#### 5. Restrictions on Other Advertising on Exposition Grounds

All other means of attracting attention to a Concession, such as music, noise producing devices, solicitations by attendants, giving away souvenirs or other articles, are prohibited except where specific permission therefor is given in writing by A CENTURY OF PROGRESS.

The use of any means of attracting attention to a Concession shall be promptly and completely discontinued upon the order of A CENTURY OF PROGRESS.

## SECTION VI

### CONSTRUCTION AND DEMOLITION

#### 1. Drawings

The Concessionaire shall furnish in the manner required in Article 2 of this Section, at the Concessionaire's own expense, to A CENTURY OF PROGRESS for approval, on or before the dates specified in Paragraph 2. (e) of his Application, drawings, plans, specifications and engineering data showing in detail all construction work required for the Concession, including the utilities required, lettering of signs, colors, safety devices, fire hazards, and all other details pertaining to the construction and operation of the Concession.

If the drawings and specifications submitted by the Concessionaire are accepted in writing by A CENTURY OF PROGRESS, Concessionaire agrees that construction work shall be finished and



performed in accordance with said plans and specifications. No construction work will be done by the Concessionaire until and unless the plans therefor shall be approved by A CENTURY OF PROGRESS. A CENTURY OF PROGRESS reserves the right to reject any plans.

## **2. Information and Measurements**

A CENTURY OF PROGRESS will, upon request, furnish the Concessionaire with location plans and general instructions for preparation of drawings for approval, which instructions will show size of blue-prints and form of specification which will be accepted for approval by A CENTURY OF PROGRESS. The Concessionaire will examine the site or location for the Concession and shall be responsible for all detailed measurements and for location of utilities.

## **3. Construction**

No construction work will be done or performed by A CENTURY OF PROGRESS. The Concessionaire shall take the location specified in the Application in the condition the same may be on the date of the acceptance of his Application and shall do all construction, painting, equipping and/or renovating necessary to properly prepare the Concession for operation. All such work shall be done by and at the expense of the Concessionaire.

## **4. Time of Completion**

The Concessionaire shall have all construction work, painting, equipment and/or renovating complete and his Concession ready to operate on or before the 1st day of May, 1934.

## **5. Contractors and Subcontractors**

No Contractor or Subcontractor shall be engaged by any Concessionaire to perform work or furnish materials on the Exposition Grounds without the approval of A CENTURY OF PROGRESS. A CENTURY OF PROGRESS reserves the right to exclude from the Exposition Grounds any Contractor or Subcontractor.

## **6. Changes in Plans**

No changes in the plans for the construction of a Concession from those submitted to and approved by A CENTURY OF PROGRESS will be permitted, except on written authority of A CENTURY OF PROGRESS.

## **7. Liens**

The Concessionaire does by the signing of the Application covenant, stipulate and agree that there shall, during the term of his occupancy, be no mechanics' liens upon any buildings or improvements which may at any time be put upon or be upon said premises, and the said premises shall at all times remain free and clear from all mechanics' liens and free from any and all claims liable to ripen into mechanics' liens.

It is further agreed and notice is hereby given that no mechanics' or other liens shall in any way, manner or degree affect the claim of A CENTURY OF PROGRESS on such buildings or attach to its right in said premises.

## **8. Demolition**

(a) No portion of a Concessionaire's equipment or other property belonging to him or to any of his agents or employees shall be removed from the Exposition Grounds during or after the close of the Exposition without a permit in writing from A CENTURY OF PROGRESS, and A CENTURY OF PROGRESS may refuse to issue such permit until all obligations of the Concessionaire, whether to A CENTURY OF PROGRESS or to others, have been met and satisfied in full. In the event of failure on the part of the Concessionaire to meet and satisfy all such obligations, whether due to A CENTURY OF PROGRESS or to others, A CENTURY OF PROGRESS may, at its election, hold, use, sell or otherwise dispose of any property, goods or chattels belonging to the Concessionaire for the same purposes and in the same manner and with the same effect as provided in the event of abandonment of



property by the Concessionaire. The foregoing provision is made solely for the benefit and protection of A CENTURY OF PROGRESS and no rights shall vest in any third party on account thereof, and no claim may be advanced by any third party because of the same.

(b) Promptly after the close of the Exposition and after A CENTURY OF PROGRESS has given a Concessionaire a removal permit, as provided in paragraph (a) of this article, the Concessionaire shall, at his own expense, remove from the Exposition Grounds all his equipment, together with all other property belonging to him and his employees and agents, and shall demolish and remove all buildings and structures erected by him. Such removal must be completed on or before February 1, 1935, unless special permit in writing extending said time has been issued to the Concessionaire by A CENTURY OF PROGRESS. After the close of the Exposition, A CENTURY OF PROGRESS will issue with reasonable promptness the necessary orders governing the removal of the above described property, with which orders all Concessionaires must comply.

Any property belonging to a Concessionaire or to any employee or agent of a Concessionaire, or left by a Concessionaire or by any employee or agent of a Concessionaire on the Exposition Grounds, and not removed before said date of February 1, 1935, unless special permit in writing extending said time has been issued to the Concessionaire, shall be considered as abandoned by the Concessionaire to A CENTURY OF PROGRESS, and the same shall thereupon be and become the property of A CENTURY OF PROGRESS to be sold or disposed of by it in such manner as it may deem advisable for its own use and benefit.

(c) All buildings, booths, works and other structures constructed by or belonging to A CENTURY OF PROGRESS shall be and remain the property of A CENTURY OF PROGRESS and will be demolished by A CENTURY OF PROGRESS without further expense to the Concessionaire. All salvage, if any, from such demolition work shall be the property of A CENTURY OF PROGRESS.

## SECTION VII

### TRANSPORTATION OF MATERIALS AND SUPPLIES

#### 1. Transportation

Transportation of all equipment, materials, merchandise, property and supplies, unless otherwise provided for herein shall be done by and at the expense of the Concessionaire.

#### 2. Routes and Time

All transportation within the Exposition Grounds shall be by such means and over such routes and at such hours as may from time to time be prescribed by A CENTURY OF PROGRESS in its Traffic Regulations.

## SECTION VIII

### OPERATION OF CONCESSIONS

#### 1. Concessionaires to Furnish Materials and Labor and to Operate Concessions

Every Concessionaire shall, at his own expense, at all times provide all labor, materials and supplies necessary to operate his Concession, and shall operate his Concession in a manner satisfactory to A CENTURY OF PROGRESS.

#### 2. Hours of Operating Concessions

Subject to change, it is expected that the gates of the Exposition Grounds will be open for admission of visitors each day from 9:00 o'clock A.M. until 12:00 o'clock midnight, and to Concessionaires, their agents, employees, and representatives at all hours.

Special work for the conditioning and maintenance of Concessions, outside of routine work in connection with any Concession, may be performed by Concessionaires and their employees between midnight and 9:00 o'clock A.M., upon a written permit in each case from A CENTURY OF PROGRESS.

All Concessions and Concession Space must be in complete order each day at least thirty minutes before the hour of opening of the Exposition Grounds to visitors. No special work will be permitted during the hours when the Exposition Grounds are open to visitors, except in emergencies, and then only on authority from A CENTURY OF PROGRESS.

Every Concessionaire shall keep his Concession open for business and operations during each day when the Exposition is open to visitors during such hours as A CENTURY OF PROGRESS shall from time to time determine.

### **3. Conduct of Concessionaires and Employees**

Courtesy to the visitors of the Exposition, to other Concessionaires, Exhibitors and to all members, trustees, officers, agents and employees of A CENTURY OF PROGRESS will be required at all times. The Concessionaire and all persons in the Concessionaire's employ will at all times be required to give prompt obedience to the orders of A CENTURY OF PROGRESS and its authorized representatives in regard to the construction, installation, equipment and operation of the Concession and in regard to the enjoyment of the privileges of the Exposition Grounds.

### **4. Uniforms**

All attendants and other employees of Concessionaires who have direct relationship or contact with visitors to the Exposition shall at all times, while on duty, wear uniforms provided by the Concessionaires and approved by A CENTURY OF PROGRESS.

### **5. Admission to the Exposition Grounds**

All Concessionaires, their agents, employees and representatives, together with the personnel of Contractors and their employees who may be engaged on work for such Concessionaires, will be granted free admission to the Exposition Grounds at such times and under such restrictions as may be prescribed by A CENTURY OF PROGRESS. All requests for free admission to the Exposition Grounds must be submitted to A CENTURY OF PROGRESS in ample time to procure the necessary credentials to be issued. A CENTURY OF PROGRESS reserves the right to reject any application for free admission of any person to the Exposition Grounds for any reason satisfactory to A CENTURY OF PROGRESS. While a liberal construction will be placed on the requirements of Concessionaires and those in their employ, as above stated, these credentials will be restricted within reasonable limits.

All employees, agents and representatives of a Concessionaire must have written authority from the Concessionaire designating them as such, and they must carry out and perform any and all Rules and Regulations and Orders of A CENTURY OF PROGRESS.

### **6. Sound Producing Devices and Electrical Interference**

(a) All sound producing devices used by Concessionaires must be of such a nature and must be so operated as not to cause annoyance or inconvenience to visitors, Exhibitors or other Concessionaires.

(b) All electrical equipment used by Concessionaires must be so shielded or otherwise protected as not to cause interference with the equipment of A CENTURY OF PROGRESS or with the equipment of Exhibitors or other Concessionaires.

(c) All equipment used by Concessionaires must be of such a nature and must be so operated as not to give off smoke, noxious fumes, or other emanations objectionable to A CENTURY OF PROGRESS, Exhibitors or other Concessionaires.

(d) The decision of A CENTURY OF PROGRESS with respect to any of the matters or things referred to in this article shall be final and binding upon the Concessionaire, and all orders of A CENTURY OF PROGRESS with respect to any of such matters or things shall be promptly complied with.

### **7. Access of A Century of Progress to Concessions**

Such employees and representatives of A CENTURY OF PROGRESS as A CENTURY OF PROGRESS shall designate shall at all reasonable times have free access to every booth, tent, building, room,



structure, or place occupied or used by a Concessionaire, and shall have free admission to any exhibition given by a Concessionaire.

No free passes or reduced rates for admission to any Concession shall be granted by a Concessionaire except by direction of the President of A CENTURY OF PROGRESS, or the General Manager.

## **8. Inspectors and Auditors**

(a) A CENTURY OF PROGRESS will appoint and designate such Inspectors as it may deem necessary, and these Inspectors shall at all times have free access to and full right to inspect all buildings, structures, stock, service, machinery, mechanical devices, electrical appliances, and Exhibitions of all Concessions.

(b) A CENTURY OF PROGRESS will appoint and designate such Auditors and Representatives as it may deem necessary, and these Auditors and Representatives shall have free access at all reasonable hours to all books, records, papers, prospectuses, circulars, advertising matter, recording devices, and all other things having to do with the promotion, organization or operation of each concession.

(c) All Concessionaires shall render every reasonable assistance to aid such Inspectors, Auditors and Representatives in making inspections, examinations and audits.

## **9. Complaints**

If a Concessionaire is injured or aggrieved by any direction, ruling, or act of any officer, employee or representative of A CENTURY OF PROGRESS or by any Exhibitor or other Concessionaire, he shall make a statement thereof in writing within twenty-four (24) hours to the General Manager of A CENTURY OF PROGRESS. If he fails to make such a statement in writing within twenty-four (24) hours, his claim for relief from such injury or grievance shall be deemed to have been waived.

The ruling of the General Manager in all such cases shall be final and conclusive.

## **10. Persons and Matters Excluded from Concessions**

(a) Every Concessionaire shall at all times exclude from his Concession the following:

- (1) All intoxicated persons and all persons whose conduct, demeanor or language is boisterous, disorderly, or offensive to peace and good order.
- (2) All gambling devices and all gambling.
- (3) All intoxicating liquors, unless authorized by law and specific permission is granted in writing by A CENTURY OF PROGRESS to handle same.
- (4) All dangerous and offensive equipment, articles and preparations.
- (5) All nostrums, preparations, and articles whose ingredients are concealed.
- (6) All other persons, practices, equipment, merchandise and articles which A CENTURY OF PROGRESS may at any time designate in writing as being dangerous or detrimental to the safety, comfort or welfare of visitors to the Exposition, Exhibitors, or other Concessionaires, or incompatible with the purposes of the Exposition.

(b) Every Concessionaire shall at all times refrain from and shall prohibit within his Concession all criticisms, whether oral or otherwise, of all established governments, religions, peoples and customs.

(c) A CENTURY OF PROGRESS reserves the right to censor all shows, spectacles, tableaux and performances and to close any of the same which may be in the opinion of A CENTURY OF PROGRESS obscene, lewd, vulgar or offensive to good taste, or whose advertisement or ballyhoo is objectionable. The opinion of A CENTURY OF PROGRESS shall be final and conclusive.

## **11. Maintenance and Repairs**

(a) The Concessionaire will maintain and keep in repair, in a condition satisfactory to A CENTURY OF PROGRESS, the grounds occupied by his Concession, and all Construction Work erected thereon.

The decision of A CENTURY OF PROGRESS as to the necessity for such maintenance and repair work shall be final and conclusive upon the Concessionaire.



(b) It shall be the duty and obligation of each Concessionaire at all times to keep and maintain his Concession in good and operating condition so that there may be no interruptions in the operation of his Concession during the period of the Exposition.

The Concessionaire shall, at his own expense, promptly repair and/or replace any portion of his equipment which proves to be defective or which fails to operate in a manner satisfactory to A CENTURY OF PROGRESS.

(c) In the event of the failure of the Concessionaire to maintain his Concession and promptly repair and/or replace any defective parts, A CENTURY OF PROGRESS may make such replacements and/or repairs and charge the same to the Concessionaire, or may at its option close said Concession until such replacement and/or repairs are made. In the event of a continuation of the default for a period of 3 days, A CENTURY OF PROGRESS may declare the agreement terminated as provided in article 12 following.

## **12. Cancellation of Contract and Removal of Concession**

In event of a breach by the Concessionaire of any term or condition of the Application or of the General Conditions and Rules and Regulations comprising the agreement between the Concessionaire and A CENTURY OF PROGRESS, or of any covenant contained therein, A CENTURY OF PROGRESS may, at its option, terminate said agreement and may exclude the Concessionaire and all persons claiming under him from the Exposition Grounds. In such event all payments theretofore made by the Concessionaire shall be forfeited and retained by A CENTURY OF PROGRESS and all further monies then in the possession of A CENTURY OF PROGRESS which otherwise would have been due to the Concessionaire, and all buildings, structures, equipment, merchandise and personal property of every nature belonging to the Concessionaire and located upon the Exposition Grounds may be retained by A CENTURY OF PROGRESS and the value thereof at the time of said breach shall be applied to any indebtedness of the Concessionaire to A CENTURY OF PROGRESS and to the satisfaction of any damages A CENTURY OF PROGRESS may suffer by reason of any such breach and to the satisfaction in whole or in part of the claims of other persons against the Concessionaire, and A CENTURY OF PROGRESS shall not be liable for any loss or damage to the Concessionaire thereby. Title to all of said property, subject only to the duty of A CENTURY OF PROGRESS to account for the value thereof, shall vest in it as of the date of such breach and the same is assigned and transferred to A CENTURY OF PROGRESS by the signature of the Concessionaire to his Application. Upon taking over such property A CENTURY OF PROGRESS shall make an inventory thereof and shall appraise the same and thereafter it may use, sell or dispose of the same in such manner, for such price and to such persons, at public or private sale, as A CENTURY OF PROGRESS may determine. If any surplus of money shall remain in the hands of A CENTURY OF PROGRESS after payment and satisfaction in full of all of the above mentioned claims, indebtedness and damages and which would otherwise belong to the Concessionaire, such surplus shall be turned over to the Concessionaire by A CENTURY OF PROGRESS. The provisions hereof are cumulative only and in no way affect any other right at law or in equity which A CENTURY OF PROGRESS may have or assert against the Concessionaire upon the happening of any such breach.

A CENTURY OF PROGRESS reserves the right at any time to cause to be removed from the Exposition Grounds, at the expense of the Concessionaire, the Applicant's Concession or any part thereof, or any person, spectacle, exhibition, equipment, device, article, or other matter connected with his Concession which, in the judgment of A CENTURY OF PROGRESS, is for any reason unsatisfactory. The opinion of A CENTURY OF PROGRESS in this regard shall be final and conclusive.

## **13. Photographs**

(a) Photographs of a Concession or of parts thereof may be shown by the Concessionaire, and post-cards or other reproductions of such photographs may be distributed by the Concessionaire without charge, under such restrictions and regulations as may from time to time be issued by A CENTURY OF PROGRESS; but the showing or distribution of photographs or of reproductions thereof of any Exhibit, other Concession, or portion of the Exposition Grounds or buildings is prohibited, unless a special permit in writing is issued therefor by A CENTURY OF PROGRESS.

(b) Visitors will be permitted to use small hand cameras and motion picture cameras without tripods or other rests.

(c) Except as above provided, and for similar rights granted to Exhibitors, the right to take or cause to be taken photographs, and the publication, sale and distribution of photographs, post-cards, view books and folders, within the Exposition Grounds, is reserved exclusively to A CENTURY OF PROGRESS.

#### **14. Official Guides and Catalogues**

The publication, sale and distribution of Official Guides and Catalogues of the Exposition, and the manufacture, sale and distribution of souvenir medals and spoons are reserved to A CENTURY OF PROGRESS. Concessionaires may, however, at their own expense, subject to the approval of A CENTURY OF PROGRESS, publish for free distribution separate catalogues covering only their own Concessions.

#### **15. Miscellaneous Provisions**

(a) In the operation of all Concessions, Concessionaires must comply fully with the laws of the United States of America and of the State of Illinois, and with the Ordinances, Rules and Regulations of South Park Commissioners, and of other competent governmental authorities, as such Laws, Ordinances, Rules and Regulations may from time to time be in force and effect.

(b) All Concessionaires selling materials for human consumption shall at all times maintain pure, clean and wholesome stocks which must be kept free from all contamination and served according to the highest standards maintained by other dispensers of the same or similar materials. All such Concessionaires must carry with their Public Liability coverage the standard "Products Liability Coverage Endorsement" policy, protecting A CENTURY OF PROGRESS against claims for damages on account of bodily injuries or illness, including death, wherever occurring, as a result of consumption or use of any article or product manufactured or distributed by the Concessionaire.

(c) A CENTURY OF PROGRESS reserves the right to determine and fix the price of admission to each Concession, and to fix the price at which any article or service may be sold or rendered.

(d) Neither A CENTURY OF PROGRESS nor any of its members, trustees, officers, agents, or employees shall be liable for any misrepresentation or fraud on the part of a Concessionaire, or for failure on the part of a Concessionaire to deliver any article or render any service sold or contracted to be sold by the Concessionaire.

#### **16. Contractors and Subcontractors**

No Contractor or Subcontractor shall be engaged by any Concessionaire to perform work or furnish materials on the Exposition Grounds without the approval of A CENTURY OF PROGRESS. A CENTURY OF PROGRESS reserves the right to exclude from the Exposition Grounds any Contractor or Subcontractor.

#### **17. Empty Cases, Garbage and Refuse**

(a) All empty cases which the Concessionaire desires to preserve will be promptly removed by the Concessionaire from the Exposition Grounds.

(b) All refuse, garbage, wrapping materials, boxes and other waste materials shall be placed by each Concessionaire in receptacles to be furnished at the expense of the Concessionaire by A CENTURY OF PROGRESS, and will be removed and destroyed by A CENTURY OF PROGRESS at the expense of the Concessionaire.

### **SECTION IX**

#### **PROTECTION**

##### **1. Police and Fire Protection**

(a) A CENTURY OF PROGRESS will maintain a police force to direct traffic, give information and assistance to visitors and to preserve order. Members of this police force shall at all times have free access to all Concessions. In case of fire, accident, or disturbance in any Concession, the Concessionaire shall promptly report the same to the nearest police officer and to such other agency of A CENTURY OF PROGRESS as may be designated by A CENTURY OF PROGRESS.



(b) A CENTURY OF PROGRESS will maintain a fire fighting force.

(c) Each Concessionaire shall provide and maintain one fire extinguisher, of a type and size approved by A CENTURY OF PROGRESS, for each 400 square feet or fraction thereof of his Concession, and he shall instruct all his employees respecting the proper use of said fire extinguisher.

(d) Concessionaires may at their own expense employ watchmen to guard their property. Such watchmen will be subject to the rules and regulations prescribed for employees of Concessionaires, in addition to all rules and regulations governing employees of A CENTURY OF PROGRESS. If a watchman should not be satisfactory to A CENTURY OF PROGRESS, the Concessionaire shall, on written order of A CENTURY OF PROGRESS, exclude the watchman from the Exposition Grounds.

## **2. Fires and Lights**

No open fire or open flame lights or burners of any description will be allowed in the buildings or Exposition Grounds without special permission in writing from A CENTURY OF PROGRESS.

## **3. Substances Prohibited**

No Concessionaire shall use or permit to be stored in the area of his Concession any benzine, naphtha, turpentine, kerosene, illuminating oil, explosive, or other similar substance prohibited for such places in the standard policies of fire insurance companies doing business in the State of Illinois.

## **4. Protective Devices**

The Concessionaire shall place protective devices around all mechanical apparatus which might prove dangerous to employees or visitors. All electrical equipment shall be insulated or shielded for the protection of visitors and other persons. In the operation of all Concessions, the utmost care shall be exercised by the Concessionaire for the safety and convenience of the public.

## **5. Insurance**

(a) The Concessionaire shall at all times maintain at his own cost adequate insurance for protecting himself and also A CENTURY OF PROGRESS from any and all claims under the Workmen's Compensation Act of the State of Illinois, as now or hereafter during the Exposition and the period of its demolition may be in force, whether such claims arise from acts of the Concessionaire or by any contractor, subcontractor or materialman or anyone directly or indirectly employed by any of them. The Concessionaire shall also carry such other Public Liability and Property Damage insurance as will protect the Concessionaire and A CENTURY OF PROGRESS on account of claims for personal injury, including death, and/or damage to real or personal property sustained by any person growing out of any act or deed of the Concessionaire, or any contractor or subcontractor or materialman or any employee of the Concessionaire.

(b) The Concessionaire shall at all times maintain at his own cost insurance on his own property, adequate for protecting his Concession and A CENTURY OF PROGRESS from loss by fire and windstorm. All fire and windstorm insurance policies shall name the Concessionaire and A CENTURY OF PROGRESS, jointly, as the assured. All losses covered by insurance are to be adjusted by A CENTURY OF PROGRESS with the insurers, and payments of claims shall be made solely to A CENTURY OF PROGRESS.

The amount of the insurance to be provided by the Concessionaire as above specified, together with the form of policies and the companies in which the same may be issued, shall be submitted to A CENTURY OF PROGRESS and shall be subject to the approval of A CENTURY OF PROGRESS. All such policies of insurance or certificates thereof shall be delivered to A CENTURY OF PROGRESS, and the said Concessionaire shall produce with his insurance policies satisfactory receipts showing that all premiums have been paid thereon.

## **6. Liability for Injury or Damage**

A CENTURY OF PROGRESS shall in no event be held liable for injury, damage or loss sustained by the Concessionaire or others in interest with the Concessionaire, occasioned by or directly or indirectly attributable to any act or omission of the Concessionaire, or of any of the agents,



servants, employees or patrons of the Concessionaire, or caused by the negligence, wantonness or malice of any person or persons not at that time directly under the control of A CENTURY OF PROGRESS, or by any person in the employ of A CENTURY OF PROGRESS acting outside of his duties or in conflict therewith, or from fire originating in the structures of the Concessionaire or outside thereof and communicating thereto, or the bursting of any pipe or main, or by or from water, gas, or electricity from any source, or by the acts of rioters or the public enemy, or from any other cause beyond the control of A CENTURY OF PROGRESS.

## SECTION X

### UTILITIES

Water, sewage facilities, gas and alternating current electricity will be available at most points within the Exposition Grounds by comparatively short connections and at reasonable rates for service. Compressed air, steam and mechanical connections from shafts will not be available, except as it may be possible to arrange in special cases with A CENTURY OF PROGRESS.

Connections for the above utilities, as well as all maintenance thereof and repairs thereto, will be made at the expense of the Concessionaire by A CENTURY OF PROGRESS under a schedule of charges and pursuant to rules and regulations to be issued. Water and electric service will be furnished through the above connections at the expense of the Concessionaire.

## SECTION XI

### COLLECTIONS AND ACCOUNTING

#### 1. Collection of Gross Receipts and Weekly Settlements

All gross receipts from every Concessionaire will be collected by or deposited with A CENTURY OF PROGRESS at such times, in such manner, and by such agencies as it may determine. A CENTURY OF PROGRESS will keep a separate account of such receipts from each Concessionaire, which shall at all reasonable times be open to the inspection of the Concessionaire or his duly authorized representative.

A CENTURY OF PROGRESS will settle with the Concessionaire at such times as it may from time to time determine, provided that such settlements shall be made at least once in each week. On any such settlement, A CENTURY OF PROGRESS shall deduct from the amount which would otherwise be due and payable to the Concessionaire the Percentage Charge and all other sums which may be due A CENTURY OF PROGRESS from the Concessionaire, and it may deduct such further amount as it may determine to be necessary in order to protect A CENTURY OF PROGRESS against the claims of any and all persons for any act or omission of the Concessionaire. The balance of the gross receipts shall be paid to the Concessionaire.

#### 2. Cashiers and Ticket Sellers

A CENTURY OF PROGRESS may, in its discretion, appoint and designate Cashiers, Ticket Sellers and Ticket Takers, who shall collect all of the gross receipts and/or tickets derived from and/or used in the operation of Concessions, and, in the event of such appointment and designation, the cost to A CENTURY OF PROGRESS of such Cashiers, Ticket Sellers and Ticket Takers shall be paid by the Concessionaire to A CENTURY OF PROGRESS.

#### 3. Cash Registers, Turnstiles, Etc.

A CENTURY OF PROGRESS may require any Concessionaire at the Concessionaire's expense to install or use coin devices, cash registers, turnstiles, ticket choppers, duplicate tag devices, tickets or tags, or any other equipment or devices necessary or proper in the opinion of A CENTURY OF PROGRESS, for recording attendance, service or sales in connection with the Concession.

#### 4. Concessionaires' Accounting

Every Concessionaire shall keep books of account in such form as may be prescribed by A CENTURY OF PROGRESS, and the Concessionaire shall make such accounting and settlements with

A CENTURY OF PROGRESS in such manner, upon such vouchers and at such times as A CENTURY OF PROGRESS may from time to time direct.

#### **5. Payments by Concessionaires**

The Concessionaire shall promptly pay to all persons, firms and corporations, including A CENTURY OF PROGRESS, all amounts due for gas, electricity, light, water or other service, wages, materials, supplies, merchandise and commodities furnished to the Concessionaire or used in connection with the construction, installation, equipment, stocking or operation of the Concession, and all damages to persons or property due to any negligence, wantonness or malice of the Concessionaire, or of any person in the employ or acting in the interest of or under the direction of the Concessionaire. In case of default herein, A CENTURY OF PROGRESS at its option, and without waiving its right based upon such default to terminate the Concessionaire's rights in the Concession, may pay on account of the Concessionaire the amount or any part of any claim or claims against the Concessionaire, and its payment thereof shall establish between it and the Concessionaire the correctness of the amount so paid and the legal liability of the Concessionaire therefor, and the Concessionaire shall thereby be and become obligated to repay to A CENTURY OF PROGRESS the amount of any such payment at the date thereof, together with interest thereon at the legal rate from the date thereof until the same shall have been fully repaid together with all cost incurred and a reasonable attorney's fee to be fixed by the Court in the event of suit in the collection thereof. A CENTURY OF PROGRESS, at its option, shall have the right to make any such payment out of any or all funds belonging to the Concessionaire which it may have in its possession. The foregoing provision is made solely for the benefit and protection of A CENTURY OF PROGRESS and no rights shall vest in any third party on account thereof, and no claim may be advanced by any third party because of the same.

#### **6. Final Settlements**

Final settlement will be made with Concessionaires on or before December 31, 1934, or as soon thereafter as their accounts can be audited.

### **SECTION XII**

#### **DURATION OF EXPOSITION**

While it is the intention of A CENTURY OF PROGRESS to conduct an Exposition between May 19th and November 11, 1934, A CENTURY OF PROGRESS does not warrant and makes no guarantee or representation that said Exposition will be or remain open in whole or in part at or during any particular time, and A CENTURY OF PROGRESS reserves the right to change or postpone the date of opening, to change or postpone the date of closing, and to close the gates of the Exposition or any division, department, section or portion thereof at any time for any period.

