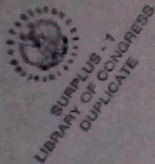


A
CENTURY
OF
PROGRESS



RULES AND REGULATIONS
FOR
CONCESSIONAIRES



A CENTURY OF PROGRESS

INTERNATIONAL EXPOSITION
CHICAGO, 1933

Rules and Regulations for Concessionaires

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ADMINISTRATION BUILDING, BURNHAM PARK
CHICAGO, ILLINOIS
CABLE — CHICAGOFAIR

FORM CSD-1
JANUARY, 1933

GENERAL INFORMATION RESPECTING
A CENTURY OF PROGRESS

1. Organization and Purpose

A CENTURY OF PROGRESS is a corporation, not for profit, organized in 1928 under the laws of the State of Illinois. The governing body of A CENTURY OF PROGRESS is a Board of Trustees with an Executive Committee empowered to act when the Board is not in session. Subject to the supervision of the Board of Trustees and the President, the administrative functions are under the control of a General Manager.

A CENTURY OF PROGRESS will organize and hold an International Exposition in Chicago in 1933 to celebrate the one hundredth anniversary of the incorporation of Chicago as a municipality. This Exposition will not only portray to its visitors the revolutionary changes the world has undergone in one hundred years, but it is expected that it will usher in a new period of architecture, construction, and lighting.

2. Location

The Exposition is being developed on nearly 600 acres of park land and water area lying along the shore of Lake Michigan, immediately in front of and adjacent to the business center of the City of Chicago. This land and water area is under the jurisdiction of South Park Commissioners, a municipal corporation, created in 1869 by an Act of the General Assembly of the State of Illinois.

An Act of the General Assembly of the State of Illinois, passed on the 18th day of June, 1929, authorized South Park Commissioners to permit the use of this land and water area by A CENTURY OF PROGRESS for the purposes of the Exposition. Pursuant to this Act, on the 16th day of April, 1930, South Park Commissioners passed an ordinance granting to A CENTURY OF PROGRESS broad and comprehensive powers for the occupation and use of this land and water area for the purposes of the Exposition.

All of the more important railroad and other transportation terminals in Chicago are within a few blocks of the Exposition Grounds. The main rapid transit arteries of the great boulevard system of Chicago converge at or near the site of the Exposition, and the Great Lakes passenger steamer docks are within ten minutes of the Exposition by taxi service or motor boats. Moreover, several air ports are readily accessible from the Exposition Grounds.

Probably no city in the world has more adequate hotel facilities than Chicago, many of the larger hotels being within easy walking distance of the Exposition Grounds. Nearly all the remainder may be reached within a half hour by the principal transportation systems.

Within the borders of the grounds of the Exposition are the Adler Planetarium, one of the finest astronomical exhibition buildings in the world, and Soldier Field, a permanent reinforced concrete stadium with a seating capacity of over 120,000 people. The Field Museum of Natural History and the Shedd Aquarium are located within one block of the Exposition Grounds, and the Art Institute of Chicago is located a few blocks to the north. The great value of these permanent structures and institutions to the purposes of the Exposition is obvious.

3. Duration

A CENTURY OF PROGRESS will open the Exposition on or before June 1, 1933, and close it on November 1, 1933.

4. Probable Attendance

The total attendance at former expositions held in the United States ranged from fifteen to thirty times the population of the city in which the exposition was held. On the basis of Chicago's present population of over 3,500,000 and the smallest of the ratios mentioned, it is reasonable to expect a total paid attendance at the 1933 Exposition of over 50,000,000. For example, the population of Chicago in 1893 was about 1,250,000 and the paid attendance at the exposition held in that year was 21,450,000. If the paid attendance at the 1933 Exposition should have the same ratio to the present population of Chicago, it would exceed 60,000,000.

5. Exposition Features

(a) An important feature of the Exposition will be the railway exhibits housed under the great dome of the Travel & Transport Building whose huge unobstructed interior is covered by the first roof suspended from cables.

(b) Near the Travel & Transport group will be the General Motors Corporation development, which will contain a complete assembly line for motor cars, and near these developments there will be the extensive building and exhibits of the Chrysler Sales Corporation.

(c) On Northerly Island, connected with the main land by three bridges, the Electrical Group, covering twelve acres of ground, will house a hitherto unapproached series of exhibits in the entire electrical field, including the generation and distribution of electrical energy for power and light, its uses in telegraph and telephone, and its marvelous recent developments in the field of the radio. A complete broadcasting station will be in operation during the Exposition.

(d) On the island there will also be the agricultural exhibits, which will include, in particular, a presentation of the dairy industry, financed, installed, and operated cooperatively by leading dairy companies.

(e) On the south end of the island there is planned an auditorium in which daily concerts will be given by an orchestra under the leadership of distinguished musicians.

(f) One of the largest and most distinguished buildings is the Hall of Science, which will be finished in the spring of 1932. Besides housing the basic and many applied sciences, it provides a great assembly hall, a mezzanine that will seat many thousands of visitors, and it contains a magnificent court opening on the lagoon. Its ramps, distinguished stairways, balconies, promenades, and faades are crowned by a huge tower in which the Deagan Company will install chimneys.

(g) In Soldier Field, a great stadium seating more than 120,000, there will be track meets, football games, rodeos, pageants, great choruses, and other events requiring such spacious accommodations.

(h) The lagoons, a mile in length, will be amply supplied with launches, gondolas, swan boats, and all the varied craft that will contribute to the pleasure of visitors. Swimming meets will be held in the lagoons, and fireworks visible from the romantic shores will illuminate the Fair at night. On the open lake there will be speed boats and larger craft.

(i) Plans have been formulated for providing restaurants ranging in price from simple lunch rooms to exotic centers of light and music and dancing.

(j) A large area in the center of the Exposition grounds has been set aside for an amusement zone. In this area there will be thrilling rides, colorful oriental life, pygmies and high jumpers from Africa, fire walkers from the South Sea Islands, as well as new and surprising features in the whole range of amusements. It is expected that all these, added to zoological gardens, a Hollywood, miniature trains, dirigibles and airplanes, will set new levels in providing entertainment and contributing to the lighter side of life.

6. Participation by the United States

The Congress of the United States has authorized an appropriation of \$1,000,000 for the purpose of providing suitable exhibits of the various activities of the Federal Government. It is expected that many of the numerous services of the Government to its citizens will be presented in new and dramatic ways.

7. Participation by States and Territories of the United States

Invitations have been sent to the States and Territories of the United States to participate in the Exposition. A considerable number of States, including Illinois, have already made appropriations providing for representation, and it is confidently expected that at least forty states will have separate exhibits.

The Federal and State exhibits will be housed in a distinguished group of buildings near the center of the island, rather than in competitive buildings scattered throughout the Exposition Grounds. By this arrangement the several states will be able most effectively to give expression to the parts they are playing in a country whose strength is due both to its physical diversity and its political unity.

8. Foreign Participation

The President of the United States, by authority of a Joint Resolution of the Congress, has invited the nations of the world to participate in the Exposition to be held by A CENTURY OF PROGRESS. A number of foreign governments have already accepted this invitation.

RULES AND REGULATIONS FOR CONCESSIONAIRES
SECTION I

SCOPE AND DEFINITIONS

1. Scope

(a) These Rules and Regulations are intended for the information and guidance of Applicants for Concessions and of Concessionaires at the Exposition to be held by A CENTURY OF PROGRESS, and to govern the making of Applications for Permits for Concessions, the granting of Permits therefor, and the installation, maintenance, operation and disposition of Concessions. A CENTURY OF PROGRESS reserves the right to construe, amend or add to these Rules and Regulations and to issue orders 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 Permit for a Concession issued to the Concessionaire, and these 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 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 in 1928 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) "Director of Concessions" means the Director of Concessions of A CENTURY OF PROGRESS.

(f) "Director of Works" means the Director of Works of A CENTURY OF PROGRESS.

(g) "Comptroller" means the Comptroller of A CENTURY OF PROGRESS.

(h) "Applicant" means and includes any person, firm, corporation or association submitting a Preliminary Statement or a Formal Application for the purpose of obtaining a Concession.

(i) "Concessionaire" means and includes any person, firm, corporation, or association to whom A CENTURY OF PROGRESS has granted a Permit for a Concession.

(j) "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 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.

(k) "Space and Privilege Charge" means a part of the consideration which the Concessionaire pays to A CENTURY OF PROGRESS for the right to operate the concession and for space in an exhibit or concession building, or for the use of land within the Exposition Grounds in connection with a concession.

(l) "Construction Work Charge" means the charge as fixed by A CENTURY OF PROGRESS for construction work required for a concession as provided in Section VI, Article 3, of Rules and Regulations for Concessionaires.

(m) "Fixed Charge" means a consideration which the Concessionaire pays to A CENTURY OF PROGRESS, consisting of the sum of the "Space and Privilege Charge" and the "Construction Work Charge."

(n) "Percentage Charge" means an agreed percentage of Concessionaire's gross sales which the Concessionaire pays to A CENTURY OF PROGRESS as a part of the consideration for a

(o) "Flat Charge" means an agreed sum of money in lieu of a percentage charge paid

by the Concessionaire to A CENTURY OF PROGRESS as a part of the consideration for a concession.

(p) "Concessionaire's Equipment" means materials, apparatus, devices, and other things not included in the construction work to be done by A CENTURY OF PROGRESS which are necessary to complete the concession.

(q) 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

PRELIMINARY STATEMENTS, APPLICATIONS, PAYMENTS AND PERMITS FOR CONCESSIONS

1. Preliminary Statements

Every Applicant for a Concession shall file in duplicate a Preliminary Statement with the Director of Concessions on forms which may be obtained from A CENTURY OF PROGRESS. A separate Preliminary Statement shall be filed for each different Concession desired, and each Preliminary Statement shall be accompanied by a general description of the nature of the desired Concession, together with plans, sketches, and data in duplicate.

2. Applications for Concessions

On the written permission of the Director of Concessions, and not otherwise, an Applicant shall be entitled to file with the Director of Concessions a Formal Application for a Permit for a desired Concession on forms prescribed and furnished by A CENTURY OF PROGRESS. Every Application must be filed in triplicate and be accompanied by a description of the Concession and plans, sketches and data as follows:

(a) A floor plan of the general layout of the desired Concession on the scale of one-quarter of an inch to the foot.

(b) Sketches, plans, and elevations of any building or other structure required to be erected in connection with the desired Concession on a scale of one-quarter of an inch to the foot, and in sufficient further detail to give the general aspect of the style and coloring of structures and a good idea of the decorations, together with the kinds and locations of the lights.

(c) Sketches, plans, and elevations on a scale sufficient to show the details of each and every mechanical device to be used in connection with the desired Concession, illustrating clearly all fire and other hazards and the safety devices contemplated in connection therewith.

(d) A statement of the daily quantities of water, electric energy, steam, compressed air, and gas required for the operation of the desired Concession.

(e) Drawings and specifications for required connections for electricity, sewage, steam, gas, compressed air, or other utilities essential to the operation of the Concession.

(f) The plans by which the Applicant has financed or proposes to finance the cost of the Concession, together with such other data as may be required by the Director of Concessions.

3. General Information and Requirements

(a) Every Application for a Concession shall be held to be an agreement on the part of the Applicant to accept, up to the amount of space applied for, any allotment of space for the Concession made by A CENTURY OF PROGRESS, and in any location; but the Applicant may specify a minimum amount of space which, if not allotted, will entitle him to withdraw his Application and to receive the return of all monies theretofore paid to A CENTURY OF PROGRESS on account of such Application.

(b) All Applications will be carefully considered by A CENTURY OF PROGRESS with all convenient speed, and allotments of space for those concessions for which permits will be given will be made by A CENTURY OF PROGRESS as early a date as is practicable.

A CENTURY OF PROGRESS reserves the right to refuse any Application for a Concession, and to allot any space to a Concession for which a Permit is granted.

4. Time of Filing Applications for Concessions

Unless otherwise specially arranged with A CENTURY OF PROGRESS, all Applications for Concessions which will require the construction of buildings or other outdoor structures or works must be filed on or before June 1, 1932. Applications for Concessions not requiring the construction of buildings or other outdoor structures or works may be filed up to and including December 31, 1932.

5. Location of Concessions

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

(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 designated in the Permit therefor, unless later modified by mutual agreement.

(c) Concessions for the sale of edibles, soft drinks, and other articles may be located either in Exhibits Buildings or elsewhere on the Exposition Grounds as specified in the Permit.

(d) Amusement Concessions will be located in an area on the Exposition Grounds set aside for such Concessions.

6. Charges for Concessions

Each Applicant for a Concession will be required to pay, on or before receiving a Permit for a Concession, a sum of money, depending upon the Concession, hereinafter referred to as the Space and Privilege Charge.

If a Concession occupies space in an exhibit building, the Fixed Charge includes the space charge for the space. Space for Concessions in exhibit buildings will be furnished with rough floor, standard ceiling, inside walls, and outlets for normal lighting requirements. Trunk lines for other utilities will generally be near concession spaces.

If a Concession requires special structures not in an Exhibits Building, then the Fixed Charge shall include all costs of such special structures as determined by A CENTURY OF PROGRESS, together with all other costs and considerations as above mentioned. That is to say, the Applicant for a Concession is required to provide the capital necessary for the acquisition, production, and demolition of his Concession.

In addition to the Fixed Charge paid in advance, A CENTURY OF PROGRESS will charge the Concessionaire a percentage of the gross receipts of his Concession, hereinafter referred to as *Percentage Charge*, but this Percentage Charge in general will not be made until after the gross receipts from the Concession equal the Fixed Charge paid by the Concessionaire. Thereafter, the Percentage Charge will gradually increase as the Concession becomes more and more profitable to the Concessionaire. The details of the Percentage Charge will vary from one Concession to another, depending upon the relation of the capital cost of a Concession and its operating expenses to its estimated gross receipts.

In certain cases a Flat Charge will be determined upon by mutual agreement which will be in lieu of and/or in addition to the Percentage Charge provided above.

7. Payments for Concessions

(a) Every Applicant shall accompany his Application with a Registration Fee in the amount specified in the permission of the Director of Concessions for filing an Application. The remainder of such Space and Privilege Charge shall be paid to A CENTURY OF PROGRESS on or before the issuance of the Permit for the Concession.

(b) In the event any Application for a Concession is rejected by A CENTURY OF PROGRESS, the said Registration Fee shall be returned to the Applicant. In the event the Application for a Concession is accepted by A CENTURY OF PROGRESS and the Applicant fails, refuses or neglects to accept the allotment of space made to him by A CENTURY OF PROGRESS and to fulfill the other conditions provided in these Rules and Regulations, and in the application for a Permit for a Concession, the said Registration Fee shall be forfeited and retained by A CENTURY OF PROGRESS as liquidated damages.

8. Issuance of Permits

Upon payment in full by the Applicant to A CENTURY OF PROGRESS of the Space and Privilege Charge for the Concession, as above provided, A CENTURY OF PROGRESS will issue to the Applicant a Permit for the Concession, subject to the terms and conditions of the Application for such Concession and to the provisions of these Rules and Regulations for Concessionaires.

9. Assignments of Permits; Subleases

No Concessionaire will be permitted to assign, transfer or sublet any portion of the space allotted him for a Concession or any portion of 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.

10. 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.

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, promotional 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 the Director of Concessions before it may be used by a Concessionaire. The Director of Concessions 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. Such signs and posters shall not be of such a character as to annoy or be objectionable to visitors, Exhibitors, or other Concessionaires.

All plans and designs for signs and posters must be submitted to the Director of Concessions before their exhibition, and in case they are disapproved by the Director of Concessions they shall not be shown or used.

5. Restrictions on Other Advertising on Exposition Grounds

All other means of attracting attention to a Concession, such as music, noise producing devices, solicitation by attendants, giving away souvenirs or other articles, shall be approved by the Director of Concessions, in writing, before they may be used, and they shall be of such a character as not to annoy or be objectionable to visitors, Exhibitors, or other Concessionaires.

The use of any means of attracting attention to a Concession shall be promptly and completely discontinued upon the order of the Director of Concessions.

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 the Director of Concessions for approval, on or before the dates showing in detail all construction work required for the Concession, including the utilities required, furnished by the Concessionaire, 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 the Director of Concessions, Concessionaire agrees that construction work shall be finished and performed in accordance with said plans and specifications.

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

Material and labor for all construction work necessary to provide for the Concession as described in the Application for a Concession, will be furnished and performed by A CENTURY OF PROGRESS at the expense of the Concessionaire. The cost of the construction work will be fixed by A CENTURY OF PROGRESS previous to the commencement of said construction work, such cost being based on the contract price of such work to A CENTURY OF PROGRESS, as pro rated and fixed by A CENTURY OF PROGRESS, plus (10%) ten per cent for overhead and supervision.

After approval by A CENTURY OF PROGRESS of plans, specifications, and drawings for a Concession, and upon payment by the Concessionaire to A CENTURY OF PROGRESS of the Space and Privilege Charge for the Concession and upon payment of the Construction Charge, as provided in the Application and in these Rules and Regulations, A CENTURY OF PROGRESS will furnish all the materials of standard grade and perform in a workmanlike manner all of the work herein referred to as construction work as shown and described in the drawings, plans, and specifications and as approved by A CENTURY OF PROGRESS. In general, charges for such construction work will include the following items, if deemed desirable by A CENTURY OF PROGRESS:

(a) Preparation of ground for the Concession, including grading and landscaping *except* where the Concession is located in an exhibit or concession building.

(b) The laying complete of all necessary sewers, conduits, water pipes, gas pipes, and electrical connections, and all other utility services *except* trunk lines.

(c) The construction and erection of all enclosures and fences, *except* where the Concession is located in an exhibit or concession building.

(d) The construction and erection of all buildings, works, and structures, necessary and desirable for operating the Concession. Where Concessions are located in exhibit or concession buildings, this item consists of counters, fixtures, and other construction necessary for the Concession.

(e) The cost of painting,—partitions will be furnished with a priming coat only.

(f) Workmen's Compensation and Public Liability Insurance on all construction work furnished by A CENTURY OF PROGRESS.

(g) Demolition and removal of the Concession, after the close of the Exposition together with the restoration of the ground occupied if the Concession is not located in an exhibit or concession building.

(h) Supervision of construction work and supervision of the installation of Concessionaire's equipment as provided in Article 4 of this Section.

In carrying out the Construction Work for a Concession in accordance with the drawings, plans and specifications of the Concessionaire, as approved, A CENTURY OF PROGRESS makes no representation or warranty that the Construction Work will perform satisfactorily the functions for which it is designed; and A CENTURY OF PROGRESS shall not be held liable for any loss or damage sustained by the Concessionaire by reason of such failure or for any expense that may be incurred by the Concessionaire in making changes to correct or remedy the failure of the construction to function as planned or desired.

4. Concessionaire's Equipment

The Concessionaire shall, promptly as the same is needed and so as to coordinate properly with the work of construction to be performed by A CENTURY OF PROGRESS, furnish, deliver and install at his own expense, under the supervision of the Director of Concessions, all Concessionaire's Special Equipment pertaining to his Concession, in accordance with Bill of Equipment approved by the Director of Concessions. Concessionaire's Special Equipment shall include and be defined to mean all materials, apparatus, devices, and all other things not included in the construction to be done by A CENTURY OF PROGRESS, which are necessary or desirable in the opinion of the Director of Concessions to complete the Concession and make it ready to operate.

5. Estimates for Payment

Unless otherwise agreed to by the Concessionaire and A CENTURY OF PROGRESS, payment for construction work will be due and payable on or before the first day of each month for such work as A CENTURY OF PROGRESS will undertake to have performed during that month. On or before the twentieth day of each month A CENTURY OF PROGRESS will furnish to the Applicant an estimate of the amount as fixed by A CENTURY OF PROGRESS due for construction work to be performed during the following month, and the Concessionaire agrees to pay to A CENTURY OF PROGRESS the said amount by the first day of the month immediately following the furnishing of such estimate.

6. Changes in Plans

No changes in the plans for the construction of a Concession from those attached to and a part of the Concessionaire's Application will be permitted, except on written authority of the Director of Concessions. No changes in such plans will be permitted which will result in increased cost of construction until the Concessionaire has paid to A CENTURY OF PROGRESS the additional cost that will be occasioned by such changes, as fixed by A CENTURY OF PROGRESS, which additional cost shall be added to and shall become a part of the Fixed Charge for the Concession, as specified in these Rules and Regulations.

7. Demolition

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 after the close of the Exposition without a permit in writing from A CENTURY OF PROGRESS, and no such permit will be issued 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.

(a) 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. Such removal must be completed on or before February 1, 1934, 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, 1934, 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 A CENTURY OF PROGRESS for purposes of the Concession, exclusive of the Concessionaire's Special Equipment, shall be and for purposes of 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 shall be the property of A CENTURY OF PROGRESS.

SECTION VII

TRANSPORTATION OF MATERIALS AND SUPPLIES

1. Transportation Service

(a) Transportation of all equipment, materials, property, merchandise and supplies for Concessions to and from railway freight houses, warehouses or other delivery points in Chicago, and to and from lake traffic docks in Chicago, and also in the Exposition Grounds, will be arranged for and furnished by A CENTURY OF PROGRESS and charged to the Concessionaire. All such charges must be promptly paid by the Concessionaire.

(b) All equipment, materials, property, merchandise and supplies for Concessions shall be accompanied by invoices, in duplicate, on forms to be furnished by A CENTURY OF PROGRESS, which must be delivered to the office of the Director of Concessions before delivery of the physical property on the Exposition Grounds.

(c) All equipment, materials, property, merchandise and supplies intended for delivery to Concessions shall be plainly marked with the name of the Concessionaire in care of A CENTURY OF PROGRESS and also with the name of the Concession.

2. Special Tags, Cards, and Labels

Special tags, cards, and labels for Concessions, if used, shall be clear, concise, easily read, and of a style in conformity with samples which will be furnished on request by the Director of Concessions. Any such tags, cards, and labels which shall be disapproved by the Director of Concessions shall not be used by the Concessionaire.

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 the Director of Concessions.

2. Hours of Operating Concessions

It is expected that the Exposition Grounds will be open to visitors each day from 10:00 o'clock A.M. until 11:00 o'clock P.M., and to Concessionaires, their agents, employees, and representatives from 8:00 o'clock A.M. until 12:00 o'clock midnight, but these hours are subject to change at the option of A CENTURY OF PROGRESS.

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 8:00 o'clock A.M., upon a written permit in each case from the Director of Concessions.

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 the Director of Concessions.

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 the Director of Concessions 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 Concessions 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 the Director of Concessions.

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, shall 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 the Director of Concessions 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

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.

(a) All sound-producing devices 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.

(b) All electrical 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.

(c) All equipment used by Concessionaires 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 the Director of Concessions 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 the Director of Concessions 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, the General Manager, or the Director of Concessions.

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 times 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 Director of Concessions 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 Director of Concessions in all such cases shall be final and conclusive unless the same shall thereafter be revoked or set aside by the General Manager of A CENTURY OF PROGRESS.

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.
- (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 the Director of Concessions 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.

11. Maintenance and Repairs

(a) A CENTURY OF PROGRESS will maintain and keep in repair, in a condition satisfactory to the Director of Concessions, the grounds occupied by each Concession, and all Construction Work erected thereon by A CENTURY OF PROGRESS. The cost of all materials and labor required in connection with any such maintenance and repair of said grounds and Construction Work shall be promptly paid, on demand, by the Concessionaire to A CENTURY OF PROGRESS.

The decision of the Director of Concessions as to the necessity for such maintenance and repair work and the cost thereof shall be final and binding 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 the Director of Concessions.

12. Cancellation of Permits and Removal of Concession Matters

A CENTURY OF PROGRESS reserves the right at any time to cancel the Permit issued to the Concessionaire in the event of a breach by the latter of any of the representations or warranties contained in his Application or in the event of his failure or refusal to carry out any of the terms, conditions or provisions of his Application, or of these Rules and Regulations or of any amendments thereof or additions thereto.

A CENTURY OF PROGRESS likewise reserves the right at any time to cause to be removed from the Exposition Grounds, at the expense of the Concessionaire, any Concession or part thereof, or any person, spectacle, exhibition, equipment, device, article, or other matter used in connection with the Concession which, in the judgment of the Director of Concessions, is for any reason unsatisfactory.

In the event of cancellation of Permit and/or removal from the Exposition Grounds of any thing, person or matter in connection with any Concession, all payments theretofore made by the Concessionaire shall be forfeited to and retained by A CENTURY OF PROGRESS, and A CENTURY OF PROGRESS shall not be liable for any loss or damage to the Concessionaire or for any expense incurred by the Concessionaire in connection therewith.

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) Foreign Commissioners will be allowed complete control of photography within their national sections.

(d) Except as above provided, and for similar rights granted to Exhibitors, the right to take or cause to be taken photographs 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 for the Exposition is reserved to A CENTURY OF PROGRESS. Concessionaires may, however, at their own expense, subject to the approval of the Director of Concessions, 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) Concessionaires will not be permitted to sell or distribute goods or articles imported from foreign countries until after customs and other duties have been fully paid.

(c) All Concessionaires selling materials for human consumption shall at all times main-

SECTION XI

COLLECTIONS AND ACCOUNTING

1. Collection of Gross Receipts and Weekly Settlements

All gross receipts from every Concessionaire will be collected by 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 or to his order.

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 derived from the operation of Concessions, and, in the event of such appointment and designation, the actual cost to A CENTURY OF PROGRESS of the salaries 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 the Director of Concessions, 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 the Director of Concessions, and the Concessionaire shall make such accountings and settlements with A CENTURY OF PROGRESS in such manner, upon such vouchers and at such times as the Director of Concessions 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 Permit for 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 costs 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.

6. Final Settlements

Final settlement will be made with Concessionaires on or before December 31, 1933, or as soon thereafter as their accounts can be audited.