

Terms and Conditions

AGREEMENT: This Agreement, properly completed and executed by Vendor, upon written acceptance by the Committee, shall constitute a valid and binding contract between the parties. In its sole discretion, the Committee may render interpretations and establish further regulations as deemed necessary in the interest of the general success of the Event. Vendor shall be bound by all conditions, rules and regulations stated herein or otherwise established by the Committee.

TERM: The Agreement shall be effective on the date it is signed by the Committee. This agreement shall be in effect only during the dates designated above for the Event. Neither party shall be obligated to extend or review this agreement beyond such dates.

ASSIGNMENT AND USE OF SPACE: In the sole discretion of the Committee, Vendor may be assigned space ("Location") for the event. The Committee reserves the right to assign Locations. In assigning Locations, the order in which Vendors submit properly completed and executed Applications and Fees, and whether Vendors meet other standards, may be considered. Submitting an Agreement does not ensure access to a Location for the event. Exhibitors must meet quality standards and exhibit categories.

Subject to the terms and conditions set forth herein, for the term set forth above, the Committee grants and Vendor accepts a non-transferable license for the Locations for the Vendor's use including the non-transferable right to sell/display the Products. Vendor may not grant sub-licenses without the Committee's prior written approval.

CONDUCTING BUSINESS: Vendor agrees to use the Location and conduct its business in an orderly and lawful manner and abide by all rules and regulations prescribed by the Committee.

Exhibit space must be neat and clean at all times. Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to exhibit columns, walls, floor, or other parts of an exhibit area without permission from the proper building authority. Cleaning of exhibit space shall be the responsibility of the Vendor. Fire proofed booth display materials required.

INSTALLATION AND DISMANTLING: Specific requirements as to the time for the installation and dismantling at the Location shall be set forth in a Vendor letter supplied to the Vendor for the Event. Such requirements shall be binding upon the Vendor as though fully set forth therein. Any Location not occupied, by the completion of installation of displays within the specific requirements, will be reassigned at the sole discretion of the Committee. The Committee may retain all or part of any deposit or fee paid for an unoccupied Location.

STAFFING: Vendor will keep Vendor's exhibit open and staffed adequately at all times during the Event.

GIFTS AND RAFFLES: No gifts, prizes, tickets, or coupons shall be distributed without prior written approval of the Committee; and if approved, only as provided under local ordinances and state law. No promotion, scheme or device involving the award of a prize, gift, or privilege, determined as the result of any contest, sweepstakes, raffle, promotion, or by chance, shall be undertaken by Vendor on the premises of the Event or otherwise related to the Event in any way, unless agreed upon by the Committee.

INSPECTION: Authorized representatives of the Committee showing proper credentials shall have access to the Location for reasonable inspection purposes at any time. In the sole judgment of the Committee, if a Vendor possesses or sells any improper materials, or engages in improper or unlawful conduct at the Event, the Committee will give Vendor notice to cease and desist such activity. If Vendor does not promptly comply, the Committee, at its option, and without further notice, may immediately terminate this Agreement and revoke the rights granted Vendor hereunder.

PAYMENT: The fee for the Event must accompany this contract and be received by the Committee no later than March 18, 2017

CANCELLATION: Vendor must deliver a written cancellation notice at least 14 days prior to the Event in order to receive a full refund and any fee paid. The Committee will not refund any fees within 14 days of the Event. The Committee is not liable for the non-delivery of the Location if non-delivery is due to any of the following causes: If the Location is damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, or any other causes beyond the Committee's control. If the Committee is unable to hold the Event for any of the reasons stated in this paragraph, the Committee will reimburse Vendor for fees paid to the Committee for the Event.

LIABILITY, INSURANCE AND INDEMNIFICATION: Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, co-venturer or representative of the Committee. Neither of the parties is authorized to contract any debt, liability, or obligation for, or on behalf of, the other party.

Vendor accepts full responsibility for all liability or damages to persons or property arising out of Vendor's use and occupancy of the Location, including without limitation the sale or promotion of the Products, and the Committee assumes no responsibility for damages that might occur to Vendor, its employees, agents, customers, licenses, or the property of any such persons by reason of such use, occupancy, or sales. Not less than 14 days prior to the Event, Vendor shall tender to the Committee a certificate of insurance evidencing the existence of Vendor's comprehensive general liability insurance policy which shall include contractual liability, products, and completed operations coverage, personal injury coverage, workers compensation, independent contractors and bodily/injury damages coverage.

Vendor further agrees to indemnify and hold harmless the Event, and the Committee and their respective officers, directors, agents, and employees from any and all damages or claims in excess of or not covered by the insurance required under the terms of this Agreement, which are caused directly or indirectly by the use or occupancy of the Location by Vendor or by the sale or promotion of the Products, including without limitation, injuries or damages to persons or property sustained by the public, Vendor's employees or agents, other vendors, concessionaires, or Event participants. Vendor further agrees to defend the Event and Committee from any and all such damages or claims with acceptable counsel. Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, co-venturer or representative of the Committee. Neither of the parties is authorized to contract any debt, liability, or obligation for, or on behalf of, the other party.

TAXES, LICENSES AND PERMITS: Sales and other taxes, when applicable, are the responsibility of the vendor. Vendor will obtain all licenses and permits that are or may be required by any public authority for the sale or display of the products.

AVAILABLE SERVICE: On behalf of the Vendors, the Committee has designated off exposition contractors to provide booth decorations, tables, chairs, and electricity. The Committee assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing contractors.

DEFAULT: If Vendor is in default under any provisions of the Agreement, or fails to adhere to the standards or supervisory directions established by the Committee, the Committee shall notify Vendor of such default or failure and Vendor shall promptly remedy such default or failure. The parties agree that certain defaults or emergencies may require immediate action. In the event that Vendor does not promptly remedy such condition, the Committee may terminate this agreement, Expel Vendor from the Location and relicense the Location to another party without further obligation to the Committee, provided that Vendor complies with the terms hereof regarding vacation of the Location.

In the event the Committee, through a default of its own, is in default of any provision of this agreement, or fails to meet with representations made herein. Vendor shall notify the Committee of such default or failure, and the Committee shall have a reasonable time to remedy such default or failure. In the event the Committee does not remedy such conditions within reasonable time, Vendor may terminate this agreement and vacate the Location without further obligation to the Committee, provided that Vendor complies with terms hereof regarding vacation of the Location.

If the provisions hereof are declared or adjusted by court of competent jurisdiction to be legal, invalid or unenforceable, it shall be deemed deleted here from without impairing the legality, validity, or enforceability of the remaining provisions hereof.

This agreement represents the entire agreement between the Committee and the Vendor. No promises, covenants, representations, or warranties of any kind, other than those expressly set forth herein, have been made to induce either party to enter this agreement. This agreement is personal to the parties and is not assignable, transferable, or renewable by Vendor, without prior written consent of the Committee.