



## Terms & Conditions

1. The Exhibitor acknowledges upon signing of this contract that he/she has read carefully the terms and has not relied upon any promise, statement or representation other than contained herein and hereby acknowledges receipt of a copy of this contract. Amarena Event Productions (AEP) herein grants a revocable license to use the exhibit space assigned subject to the terms and conditions set forth in the contract. Amarena management makes no representations or warranties except as expressly set forth herein.

2. **PAYMENTS** - Exhibitors with payments due will not be permitted to register or move in to the main exhibit area. Failure to meet the payment deadline as set forth in this agreement will constitute a breach of contract. This includes payments for the Exhibitor directory advertising, booth fees and any other invoices due to the Amarena Event Productions. All payments are to be made online. Payments by check must be received by Amarena Event Productions prior to 30 days of the scheduled show date.

3. **REGULATION** – Exhibitor agrees to abide by all pertinent City, State and Federal laws ordinances, fire and safety codes and by all pertinent regulations for the exhibit hall as provided to the Exhibitor.

4. **APPROVAL OF EXHIBIT** – AEP reserves the right to refuse any exhibit not keeping with the quality, dignity, principles and theme of the show. Merchandise and displays will be subject to AEP Management approval. Exhibitor agrees to adhere to generally accepted standards of good taste and to maintain the dignity of the show. AEP Management reserves the right to demand the alteration or deletion of any material or activity which it deems detrimental to the dignified image of the show/event.

5. **EXHIBIT DESIGN** – Exhibit must be designed, constructed and operated in good taste and in accordance with the best interest of the management. Displays whose size prevents setup in the event space is not the responsibility of AEP. It is the vendors responsibility to ensure the exhibit will fit the required space. No refunds are available if vendor cannot setup due to size of exhibit.

**COMPANY SIGNS/BANNERS** - The Exhibitor/Vendor understands that Company Banners will be the responsibility of the exhibitors.

6. **ELECTRICITY/COMMUNICATION** - The Exhibitor/Vendor understands that it is his/her responsibility to arrange for electricity, telecommunications, audio visuals and other amenities at least 4 weeks prior to the show. Information on in-house contractors will be provided in the Exhibitors' Package. Free Wi-Fi maybe provided for the event.

7. **EXHIBIT READINESS** – Exhibit will be set up, complete and clean at least one hour prior to the opening of each show day and will be open during all published show hours unless exhibit is approved by AEP Management as non-staffed exhibit. Exhibitor agrees to have personnel staff exhibit during all published show hours.

8. **SALES ACTIVITY** – Exhibitor agrees that all business activities; circulars, advertising matters, etc. may only be conducted and/or distributed within the exhibit space assigned to the Exhibitor.

Such materials may not be distributed in other areas of the show. Selling or order taking anywhere other than in the exhibit space or areas specifically designated for such activities is strictly prohibited. Exhibitor agrees that all cash sales made during the show will be duly reported in accordance with the Sales Tax regulations of the State and City in which the show is held.

9. **INSURANCE** – Exhibitor accepts total responsibility for his/her exhibit and its safety in relation to fire, robbery, accident or any destructive cause, and to the injury of the public which might occur within the confines of the exhibit.

10. **SECURITY** – Amarena Event Productions will exercise all reasonable diligence in protecting property of the exhibitors. AEP will not be responsible for articles lost by fire, theft or mysterious disappearance.

11. **REMOVAL OF QUESTIONABLE PERSONS** – CWM/AEP Management reserves the right to stop or remove any person or persons, including exhibitor personnel, who are in violation of the Terms and Conditions. Expelled Exhibitors shall not be entitled to any proration or refund of monies paid.

13. **SUBLETTING PROHIBITED** – Exhibitor agrees he will not sublet, reassign or apportion space in any way. Two or more entities from the same company may exhibit in the same place, with written approval by Management.

14. **BOOTH ASSIGNMENT** – CWM/AEP Management reserves the right to assign all space locations and to make changes prior to the show move-in as may deem necessary consistent with good management practice. Each booth is numbered, and exhibitor agrees to stay in the booth that is assigned to him/her. Booth switching, or take-over is prohibited. If for some reasons the booth is empty for two hours after the start of the event, Management will make the decision what to do with such booth's AEP Show Management reserves the right to ask individuals to leave the show or to pay in full for the stolen space.

15. **DAMAGES** – Exhibitor agrees that he/she will be fully responsible for the payment of any damage charges assessed by the Exhibit Hall for failure to observe the rules and regulations for exhibit construction and operation.

16. **EARLY DISMANTLE OF BOOTH /MOVE OUT** – Exhibitor agrees to stay the duration of the show and understands that this will be a disruption if he/she leaves early , they maybe banned from future shows or \$150.00 (One hundred and fifty dollars) will be charged to exhibitors who choose to DISMANTLE their booths before closing time. AEP Management or the exhibit hall will have a Storage Fee for materials not removed from the exhibit hall within the time designated and to sell unclaimed materials within thirty days.

17. **INDEMNIFICATION** – The Exhibitor indemnifies AEP and its Agent against all action, cost demands and claims of any nature that may arise by reason of the logos used at the event, in relation to infringement of copyrights, libels or any other cause of action.

**18. REFUND POLICY/SHOW CANCELLATION- REFUNDS ARE AVAILABLE 30 DAYS PRIOR TO SHOW. NO REFUNDS AFTER THE 31<sup>ST</sup> DAY. Should acts of God, strikes or any cause not within the control of AEP Management make it impossible for the show to be held or particular exhibit area to be used by the Exhibitor then AEP its officers and employees are jointly released from any and all claims which may arise in consequence thereof. AEP shall determine the refund to the Exhibitor, a proportionate share of applicable payments for exhibit space received in accordance with accountable expenses incurred or a transfer for funds to future events. In no event shall AEP be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes. Show dates, Times and Venues are subjected to change. Exhibitors will be notified of any changes that will be made.**

19. **NATURE OF SHOW** – Exhibitor understands that the event is to be used for Promotions and Networking Purposes. Sales are not guaranteed.

20. **ALTERATION OF AGREEMENT** – It is mutually agreed that no amendments, alterations or violations of this agreement shall be valid unless made in writing and signed by both AEP Management and the Exhibitor.

21. **AUDIO VISUAL EQUIPMENT/MUSIC** – The use of audio visual equipment shall be permitted only in the exhibit space allotted to the exhibitor and in such intensity that it does not interfere with the activities of neighboring exhibitors. Exhibitors who wish to use any form of music (tapes, records, CDs, radio) must do so with modified sound equipment.

22. **NOISE & ODORS** – Any device that projects sound must be tuned to conversation level. Noisy or obstructive work will not be permitted during exhibit hours nor will displeasing odors from displays.

23. **DRESS CODE** – Exhibitor agrees to dress in a business- like manner, one that will exemplify the company and the dignity of the Amarena Event Productions.

24. **UNION LABOR AND WORK AGREEMENTS** – When Applicable, Exhibitor hereby agrees to abide by all agreements made between the unions, CWM/AEP Show Management, its agents and the exhibit facility.

**TERMS & CONDITIONS – MUST BE READ BEFORE THE SHOW DATE AND AGREED UPON.**