



# 2010 CONTRACT CONDITIONS



## 1 – MANAGEMENT

The Atlantic Coast Exposition will be conducted under the direction of IMI Association Executives Management, 2501 Aerial Center Parkway, Ste. 103, Morrisville, NC 27560; 919.459.2070.

## 2 – CHARACTER OF EXHIBIT

Each Exhibitor agrees to exhibit only products of his own manufacture or exclusive distribution in the food service and vending industries, except as may be permitted by the Management. The products of any manufacturer who is not a member of NCVA, SCVA or VAMA, or represented by an Exhibitor in the current year's exhibit, are prohibited by the Management for use or display.

## 3 – BOOTHS

Standard booth equipment supplied by Management consists of a rear background of curtains on a frame, two side dividers of curtains on frames and a one-line name sign. No exhibit will exceed the height of 8 feet except where permitted by the Director. Side rails may not exceed the height of 36 inches.

## 4 – INSTALLATION OF EXHIBITS

Booths in the exhibit hall will be set up and ready for Exhibitors by 2:30 p.m. on Friday, Oct. 15, 2010, the final set-up day. All installations of exhibits must be complete by the opening of the exhibit.

Booth equipment shipped to the exhibit hall by Exhibitors will be delivered from the receiving area to their respective booths by the official general contractor. The cost of this service will be paid by the Exhibitor.

## 5 – EXHIBIT HOURS

**Exhibitors are required to have personnel at the Exhibit space during all open Exhibit hours.**

Exhibitors will be allowed on the floor 30 minutes before the exhibit opens to stock and clean the exhibit, unless prior arrangements have been made with Management.

## 6 – DISMANTLING OF EXHIBITS

**Exhibitors will not be permitted to dismantle exhibits or do any packaging prior to 3 p.m., Saturday,**

**Oct. 16, 2010, the day the current exhibit closes.** Any Exhibitor who violates this rule will receive a "first offense" warning letter. A subsequent offense will result in a \$1,000 fine. All exhibits must be packed and ready for shipment from the exhibit hall no later than 8 p.m., Saturday, Oct. 16, 2010.

## 7 – LIABILITY

Neither IMI Association Executives, North Carolina Vending Association, South Carolina Vending Association, nor Virginia Automatic Merchandising Association, their affiliates, their Executive Directors, other employees thereof; Embassy Suites, nor its representatives or employees; Carolina Tradeshow Decorators, nor its representatives or employees, will be held responsible for any injury, loss or damage that may occur to the Exhibitor, or the Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract, and the Exhibitor signing this contract expressly releases all of the aforesaid from and agrees to indemnify each of them against any and all claims for such loss, damage or injury.

## 8 – UNCONTROLLABLE EVENTUALITIES

In case the premises to be used by the Exhibitor shall be destroyed by fire or the elements, or by any other cause, or in case any other circumstances shall make it impossible for Management to permit the said premises to be occupied by the said Exhibitor for use herein specified, then and thereupon this agreement shall terminate. Except for this assumption of risk by the Exhibitor, booth rental would be substantially greater. In consideration of the lesser payment agreed upon, the Exhibitor shall and hereby does waive any claim for damages or compensation. It is agreed that Management reserves the right to retain such part of the payments made by Exhibitors for the booth space as would be necessary to cover all expenses incurred by Management incidental to the opening of the exhibit up to the time of any cancellation.

## 9 – INSURANCE

Exhibitors should arrange their insurance to provide adequate coverage. Those desiring insurance in connection with the Atlantic Coast Exposition will obtain it at their own expense. Management reserves the right to request proof of certificate of insurance on demand.

## 10 - DISPLAYS

Each Exhibitor agrees not to display, show, demonstrate or exhibit vending machines, food service equipment, accessories, component parts or supplies anywhere in the convention city, including hotel rooms, suites or public areas, during the dates of the current year's exhibit, other than in the official exhibit area as dictated by the contract application and/or his regularly established sales office. No goods or equipment may be displayed in the exhibit hall except within the limits of the exhibit space contracted for with the Management and assigned to the Exhibitor.

**Exhibitors are prohibited from showing a product or program that aids in defrauding customers, customer's clients or the government.**

All music is strictly prohibited on the exhibit floor. Exhibitors agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, employees, or subtenants.

Models shall be attired only in conventional clothes and must be acceptable to the Director and in good taste for a family-focused event.

The display of art of nudes or semi-nudes is prohibited in Exhibitors' booths.

No combustible decorations, such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All decorations and booths must be of flame proofed materials.

## 11 – SOLICITATIONS OR DEMONSTRATIONS

The taking of photographs or tape recordings by anyone in the exhibit hall is prohibited except in the case of official photographers, the news media or with the written consent of the Exhibitor in whose booth the photos or recordings are being made.

**All samples distributed must be of a size to fit within the confines of the official convention sample bag.**

The Management reserves the right to forbid the distribution of any souvenirs or other material which in its opinion may be objectionable.

Exhibitors will not be permitted to use strolling entertainment or moving advertisements. Specifically prohibited are shopping bags and containers of any type. Exhibitor activity is restricted to leased space only.

## 12 – ENTERTAINMENT DURING CONVENTION HOURS OR SANCTIONED EVENTS

Exhibitors expressly agree not to entertain during the official hours of the exhibit and other scheduled activities. This will prohibit Exhibitors from holding private functions for convention attendees during exhibit hours, educational programs and all social and recreational activities listed in the official convention program.

## 13 – DAMAGE TO PROPERTY OF OTHERS

Any damage caused by the Exhibitor to the exhibit hall or to the property of other Exhibitors must be paid for in full by the Exhibitor or Exhibitors causing such damage.

## 14 – SHIPMENT & RECEIPT OF GOODS

The official shipping /drayage contractor for the 2010 ACE exhibit is Carolina Tradeshow Decorators, Charlotte, NC. Shipping forms and pricing will be provided in the official 2010 Exhibitor Toolkit. Exhibitors also may access this information on the Web site at [www.atlanticcoastexpo.com](http://www.atlanticcoastexpo.com) in July.

## 15 – PENALTIES

Failure to have the exhibit space fully operational with appropriate staffing during all open exhibit hours could result in an early breakdown penalty.

Exhibitors are cautioned against permitting the use of official Convention-Exhibit badges by anyone other than authorized company personnel. A fine of \$1,000 will be assessed against any company that permits such use of official badges. If any company permits such use of its badges in more than one instance, the Convention Committee will report the matter to the Boards of Directors of the sponsoring associations for appropriate action.

## 16 – FAILURE TO OCCUPY SPACE

Any space not occupied by 2:30 p.m., the first day of the Exhibit, will be forfeited by the Exhibitor, and this space may be resold and reassigned without refund, unless arrangements for delayed occupancy have been approved by the Management. In no event will there be any refund of booth rental paid by the Exhibitor.