

# SPICE of LIFE

Food & Fitness Fest

MARCH 17 & 18, 2012 • TD CONVENTION CENTER • GREENVILLE, SC

## EXHIBITOR RULES AND REGULATIONS



Upon acceptance of this application, the Exhibitor shall be bound by the rules and regulations set forth herein. All decisions regarding allocation of space, payment, character of exhibits, and all operations of the event shall be made by Event Management.

**Assignment of Space:** Space will be assigned on a first-come, first-served basis in the order in which applications are received. Space will not be assigned without application and deposit.

**Booth price includes:** 8' back drape, 3' side drape, ID sign, listing in festival program, listing and link on [www.SpiceOfLifeFest.com](http://www.SpiceOfLifeFest.com), exhibitor badges, 4 complimentary passes, and an option to purchase additional discounted tickets.

**Booth price DOES NOT include:** carpet, electricity, tables, or chairs. These will be available for an additional charge (see "Exhibitor Kits/Badges" in the next column) or you can bring your own. **Electricity** can be ordered through TD Convention Center by calling 864-255-5875.

### EXHIBITING RULES

- No exclusives on products or services are offered at Spice of Life.
- Only companies with products and services that meet Event Management's approval are allowed to exhibit.
- Event Management has the right to refuse potential exhibiting companies not deemed appropriate for the event.
- Spaces are assigned on a first-come, first-served basis, but every effort is made by Event Management to give Exhibitors their preferred location.
- Space may be changed by Event Management for the benefit of the Exhibitors or the event itself.
- Exhibitors must be set-up and ready an hour before the opening of the event.
- All exhibits must be staffed during all hours of the event.
- Exhibits may not be broken until the official close of the event. No exceptions!
- No fuels, explosives or combustible materials are permitted. All display items must be flame-proof.
- All Exhibitors must stay in their assigned space to conduct business, and are not allowed to solicit customers from another Exhibitor's space.
- Exhibitors that do not abide by these rules will not be allowed to exhibit in the future.

### DEPOSIT AND PAYMENT TERMS

- A **50% deposit on the exhibit space rental fee must be submitted with this application and the balance must be paid by 2/11/12.**
- If the balance is not paid at time due, Exhibitor shall forfeit the exhibit space, all deposits made, and must promptly pay Event Management the balance of the entire amount due.
- If Event Management rejects the application of the Exhibitor, the deposit will be promptly refunded.
- The Exhibitor is contractually liable for any legal fees or costs associated in fulfilling the terms of this contract.
- Upon acceptance of this agreement by Event Management, this shall be a legally binding agreement between the Exhibitor and Event Management.
- If Exhibitor must cancel its space for good and sufficient reasons, after its application has been approved and accepted, and written notice of such cancellation is delivered to Event Management, Exhibitor is obligated to pay the agreed upon rental costs as follows:

1. **Cancellations received 5 months prior to event date will be refunded the full deposit paid less a \$50 cancellation fee.**
2. **Cancellations received 148-60 days prior to event date will be refunded 50% of deposit paid, less a \$50 cancellation fee.**
3. **No refunds will be given for cancellations received 60 days prior to event date.**

There is a \$25 fee for returned checks and Exhibitors with any returned checks must pay balance by credit card or cashiers check only. Any payment made after 2/11/12 must be credit card or cashiers check.

### OTHER IMPORTANT INFORMATION

**Security:** Overall security will be provided 24-hours during the event. From the beginning of set-up to the end of breakdown, Event Management is not liable for the loss of any material by any cause.

**Subleasing of Space:** Subletting of space is prohibited. This includes no renting or sharing exhibit space with another company or individual. Non-exhibiting companies will not be allowed to display products, brochures flyers or signs anywhere in the event.

**Height restrictions:** Standard exhibit space will be 10' x 10'. Exhibitor space may not exceed 8' height in back and a maximum of 4' on each side unless approved by Event Management. Booth set-up cannot obstruct neighboring booth space.

**Exhibitor Kits/Badges:** Exhibitor kits with forms for ordering discount booth furniture packages, electricity, and other pertinent event information will be e-mailed and posted on the event's website approximately 6-8 weeks prior to the event. No extra badges will be given for those lost or stolen. (Additional badges may be ordered for \$5 each.) Badges will be picked up during move-in. Badges will be issued with the company name only, as it appears on the Exhibitor Application and Contract.

**Sale of Merchandise:** Exhibitor is responsible for obtaining all local, county, and state licenses and business licenses, which may be needed in order to sell or display merchandise or services. The Exhibitor is solely responsible for reporting appropriate sales taxes after the event. Please contact the South Carolina Department of Revenue at 864-241-1200 for information regarding sales tax rates, forms and instructions.

**Food Sampling:** If you plan to offer food sampling at your booth, you will be required to complete a food sampling form. Please contact TD Convention Center for details.

**Waiver of Liability:** Event Management shall not be responsible for any damage or injury that may happen to the Exhibitor or its agent, employees, or property from any cause whatsoever except the gross negligence or willful misconduct of Event Management or its employees arising out of Event Management duties and responsibilities under this agreement.

**Liability Insurance:** Bulk space exhibitors (500 sq. ft. & above) will need to submit proof of liability insurance with JBM & Associates listed as additionally insured.

**Disruption of Event:** In the event that the exhibit space shall not be available for uses herein specified due to war, government action or order, act of God, fire, strike, labor disputes or any causes beyond the control of Show Management, this agreement shall be terminated and Exhibitor hereby waives any claim for damages or compensation should the agreement be terminated. If for unforeseen circumstances, date, location, or name of event must be changed for the benefit of Event Management, this contract will still remain in effect.

**Photos and Videos:** Event Management reserves the right to use pictures and videos taken during the Event of display areas, special features, exhibit personnel and attendees.

**PLEASE KEEP THIS SHEET FOR FUTURE REFERENCE.**