

2019 Sweets & Snacks Expo Terms of Application

IMPORTANT:
Please read the
terms listed
below.

These rules and regulations and the Display Regulations are a bona fide part of the contract for exhibit space for **NCA's Sweets & Snacks Expo** which is managed by the National Confectioners Association, hereinafter referred to as Show Management, the Show's owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general

success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. **Sweets & Snacks Expo** serves as a forum for leaders of the confectionery and snack industry to exchange the latest product information available in a professional atmosphere. Show Management reserves the right to decline, prohibit, suspend, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products and conduct. Show Management's decision and interpretation shall be accepted as final in all cases.

1. Valid contract for space: Applicants for exhibit space are required to execute the Application-Contract for NCA's **Sweets & Snacks Expo**. To be valid, each contract must convey payments as stated on the Space Application-Contract. By reserving space online and verifying the sale by checking the verification box constitutes agreement of these rules and regulations and the Display Regulations.

2. Space assignment: Booth assignments will be made at the 2018 Sweets & Snacks Expo, in accordance with NCA's Priority Point System and the Principles of Floor Plan Design. For contracts submitted after May 24, 2018, the point system will not apply and booth assignments and changes will be made on a first-come, first-served basis.

3. Payment of space: Please see Step 2 on the space application and contract for payment details. Space will revert back to Show Management for any outstanding balances. Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such non-compliance, re-assign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required herein. Further, all payments as stated herein shall be payable at Show Management's principal place of business as stated in this contract. It is expressly agreed by the exhibitor that if they fail to pay space rental at the times specified above, Show Management shall have the unilateral right to reassign booth location or to take possession of said space, without refund, and lease same or any part thereof, to such parties and upon such terms and conditions as it deems proper.

4. Cancellation, space reductions and refunds: All cancellation and space reductions must be received in writing. Cancellations and space reductions received in writing through August 17, 2018 will receive a refund, less 50% processing fee of the deposit amount. **No refunds will be made for cancellations and space reductions after August 17, 2018 and the exhibitor is fully responsible for the full payment of the space contracted for, regardless of cancellation or reduction.** Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rented. In the event of cancellation, space reverts back to Show Management for use at its sole discretion. Show Management's ability to resell the space shall not affect the refund schedule.

5. Qualifications for Exhibiting: The Expo is a trade show for the confectionery, cookie/biscuit and snack industries. Show Management defines qualifying items as those traditionally considered to be candy, cookies/biscuits and snacks. These items must also be traditionally merchandised in the confectionery (candy), cookie/biscuit, and snack aisles. The items below are those considered eligible by this definition, and these items must comprise 75% of merchandising and products in the booth. Show Management reserves the right to make the final determination regarding what items may or may not be exhibited. Items that may be exhibited:

candy • chocolate • gum • nutrition bars • meat snacks • fruit snacks
• salty snacks • nuts • breakfast snack bars • granola bars • cookies/biscuits
popcorn • merchandising products for retail as determined by show management

All exhibiting companies must represent the confectionery industry in a positive manner. Any exhibiting company that engages in any activities that detract from, or are detrimental to, the NCA, the Sweets & Snacks Expo, or the confectionery category in general will be subject to disciplinary action by the Sweets & Snacks Expo Committee. Exhibiting company activities that are subject to this rule could include: booth activities at the Expo, public relations, advertising or marketing campaigns that are detrimental to the Expo or the candy industry. Such actions could include, but are not limited to, expulsion from the Expo, loss of priority points, or denial of participation.

6. Use of space, subletting space: No exhibitor may assign, sublet or apportion his space to or with another business entity or individual. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of business. Should any item from a non-exhibiting firm be required for operation of a display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. All exhibitors must be prepared to present Show Management, upon request, written evidence of broker, distributor or official representative relationships with all companies exhibiting within their booth. Sharing space with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in eviction.

7. Operation of exhibits:

a. Bags may not be distributed on the Show Floor.

b. Selling: Exhibitors may display, discuss, explain and demonstrate products or services but may not make any sales which result in the direct exchange of moneys or the use of credit cards in the exhibit hall. However, exhibitors may take orders for products/services for future delivery.

c. An exhibitor who plans to use raffles, lotteries, or games of chance as a merchandising tool requires prior Show Management approval.

d. Noise and Sound: Musical instruments, audio equipment, and other noise-making devices or amplifying equipment shall be operated only at a level which will not interfere with other exhibitors. Show Management shall be the sole judge of what constitutes appropriate sound levels.

e. Music Licensing: Exhibitors are responsible for all applicable ASCAP/BMI licensing fees.

f. Demonstrations, distribution of literature, samples, materials and sales activities: These activities are permitted only within the confines of an exhibitor's rented space. Samples or souvenirs may not be sold and may not be distributed in a manner which in the judgment of Show Management blocks the aisles or in any way handicaps other exhibitors or impairs the flow of attendees.

g. Booth representatives: All representatives, including models or demonstrators must be properly registered, wear badges and be properly and modestly clothed. Scanty or revealing attire is not permitted. So-called "barkers" and "pitchmen" are strictly prohibited. Exhibitor registration will permit entrance to the exhibit hall during move-in, show hours, move-out, and all exhibit hall functions.

h. Use of propane and helium balloons is prohibited. Also prohibited is the popping and distribution of popcorn, unless porter/cleaning is ordered by the exhibitor.

8. General regulations and public policy: Each exhibitor is charged with knowledge of and adherence to all Federal/State/County/City laws, ordinances and regulations pertaining to qualifying products, promotion, and paraphernalia in addition to health, fire prevention and public safety, while participating in the exposition. Any use of cooking equipment and/or open flame must be approved by the local fire marshal. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building. All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment must be Underwriter Laboratory approved. An exhibitor who makes any claim or advertises at the Expo in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy may, at the sole discretion of Show Management be required to discontinue such claim or advertising.

9. Exhibitor's authorized representative: The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations and Display Regulations. Each exhibitor is required to have a single booth contact.

10. Non-liability: It is expressed, understood and agreed by each and every contracting exhibitor, his agents, and guests that neither the NCA Sweets & Snacks Expo owners, management, nor its employees or contractors shall be liable for loss or damage to the goods or properties of exhibitors. At all times such goods and properties remain in the sole possession, custody and control of each exhibitor. On signing the Application-Contract, the exhibitor releases and agrees to defend and to indemnify NCA, Sweets & Snacks Expo, its owners, managers, officers and directors, sponsors, employees and agents, and hold them harmless from any suit or claim including attorney fees for property damage or personal injury by whomsoever sustained, including exhibitor and its agents or employees, on or about the exhibitor's display space or arising out of exhibitor's participation in the Show. In the event of show cancellation, or disruption of the show for any cause, including but not limited to partial or total destruction of the premises by fire, hurricane, act of God, strikes, authority of law, acts of terrorism, war, or any other cause beyond the control of Show Management, Show Management assumes no liability for the loss of business or fulfillment of the contract for space. Show Management will reimburse the exhibitor pro rata on amounts paid in, less any and all legitimate expenses incurred by Show Management at Show Management's discretion, due to show cancellation.

11. Insurance: The exhibitor agrees to obtain the following insurance coverage and furnish a certificate of insurance to Show Management upon request: **Commercial General Liability including contractual liability and products and completed operations of \$2,000,000 each occurrence for bodily injury and property damage, and Worker's Compensation/Employers' Liability coverage in full compliance with Federal and State laws. The National Confectioners Association must be added as an additionally insured to this policy.**

12. Attorney's fees: Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges and expenses including attorneys' fees.

13. Non-waiver: Show Management shall not be deemed to waive any of its rights unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

14. Use of certain property: Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

15. Americans with Disabilities Act (ADA): Exhibitors must be in full compliance with the Americans with Disabilities Act.

16. Social functions/special events: Any social function or special event must be approved by Show Management. Social functions are allowed only during non-exhibit hours and must not conflict with any special events which may be scheduled by Show Management. Exhibitors wishing to hold hospitality functions are requested to coordinate the scheduling of these events with Show Management.

17. All sales are subject to exhibit space availability and prior sale. Applications for exhibit space will be processed in the order submitted and processed. Applicants should be aware that applications are accepted at several locations and submitted to a single processing entity. NCA will make every reasonable effort to accommodate exhibitors' requests, and will use its best efforts in the event of double-booking or prior sale.