



# UPSTATE WOMEN'S SHOW

AUGUST 24-26, 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 Show shall be made by Show 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 show program, listing and link on [www.UpstateWomensShow.com](http://www.UpstateWomensShow.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 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 the Upstate Women's Show.
- Only companies with products and services that meet Management's approval are allowed to exhibit.
- Management has the right to refuse potential exhibiting companies not deemed appropriate for the Show.
- Spaces are assigned on a first-come, first-served basis, but every effort is made by Management to give Exhibitors their preferred location.
- Space may be changed by 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 Show.
- All exhibits must be staffed during all hours of the Show.
- Exhibits may not be broken until the official close of the Show. 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 8/06/12.
- If the balance is not paid at time due, Exhibitor shall forfeit the exhibit space, all deposits made, and must promptly pay Management the balance of the entire amount due.
- If 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 Management, this shall be a legally binding agreement between the Exhibitor and 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 Show Management, Exhibitor is obligated to pay the agreed upon rental costs as follows:

1. **Cancellations received 5 months prior to Show date will be refunded the full deposit paid less a \$50 cancellation fee.**

2. **Cancellations received 148-60 days prior to Show 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 show 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 8/06/12 must be credit card or cashiers check.

### OTHER IMPORTANT INFORMATION

**Security:** Overall security will be provided 24-hours during the Show. From the beginning of set-up to the end of breakdown, 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 Show.

**Height Restrictions:** Standard exhibitor 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 Management. Booth set-up cannot obstruct neighboring booth space. Absolutely no "tents" will be allowed in the Show! If you have a special exhibit, you may submit a picture to Show Management for approval.

**Exhibitor Kits/Badges:** Exhibitor kits with forms for ordering discount booth furniture packages, electricity, and other pertinent Show information will be e-mailed and posted on the Show's website approximately 6-8 weeks prior to the Show. 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 Show. 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.

**Waiver of Liability:** 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 Management or its employees arising out of Management duties and responsibilities under this agreement. Exhibitor agrees to hold JBM & Associates harmless from any and all injury or damage and a waiver of subrogation applies.

**Liability Insurance:** All Exhibitors must send JBM & Associates, by August 6, 2012 a copy of their certificate of liability insurance, with JBM & Associates listed as additionally insured for the Upstate Women's Show, August 24-26, 2012. No Exhibitor will be allowed to move-in without liability insurance. Minimum Liability limit of \$1,000,000 is required. Product liability should be included as applicable.

**Disruption of Show:** 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 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 Management, this contract will still remain in effect.

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