

# 2019 Regional Exhibit Contract | Saratoga Springs, NY

September 11-12, 2019



## Exhibitor Contact Information

Company Name		
Website	Contact Name	
Company Name to be listed in Program Guide		
Address		
City	State	Zip
Phone	Fax	E-mail

By signing below, we agree to abide by the 2019 ANFP Regional Expo Terms and Conditions (see page 2), and we represent that the individual signing this Exhibit Contract is duly authorized to execute this Contract on behalf of the Company named above.

→ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized By  
Please print clearly

### Are you an ANFP Corporate Partner Member?

Yes  No

### Please checkmark the main category that applies to your company:

- Beverage Manufacturer     Consulting     Education  
 Food Products     Foodservice Distributor     Foodservice Equipment  
 Meal Delivery Systems     Nutritional Products     Paper Products  
 Sanitation     Smallwares     Software  
 Other (please list) \_\_\_\_\_

### We do not wish to be located near the following companies\*:

\*Although ANFP attempts to accommodate requests regarding placement, we cannot guarantee any particular placement.

## Tabletop Exhibit Rates

		Corporate Partners	Non-Members
One Regional Meeting	6' Tabletop	\$650	\$950
	2 Tabletops	\$1,250	\$1,850

## Sponsorship Opportunities

Extend your brand exposure by becoming a Regional Meeting sponsor. This is an affordable opportunity with wide-ranging, valuable impact! Event sponsorship includes:

- Preferred placement of tabletop exhibit in Expo
- Podium recognition by event chair live at event
- Logo inclusion on meeting print and online ads
- Logo inclusion with link on meeting homepage
- Sponsor recognition with logo in onsite program book and on event signage
- VIP lunch invitation for exhibit staff

### Sponsorship Investment (please select your choice below)

Sponsorship of One Regional Meeting: \$600

## Payment Information

Please record subtotals from **Table Top Exhibit Rates** section here to calculate total costs.

2019 REGIONAL MEETING TABLETOP COST	
<input type="checkbox"/> Saratoga Springs Regional Meeting Tabletop	\$
Saratoga Springs Regional Meeting Sponsorship Total	\$
<b>GRAND TOTAL</b>	\$
<input type="checkbox"/> Check or money order payable to ANFP	\$
<input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express	
Card#	*CVV#    Exp. Date    /
Name on Card	
Signature	
Billing Address	
City	State    Zip

\*CVV# is the three- or four-digit number on the front or back of your credit card

### Please make check payable to Association of Nutrition & Foodservice Professionals.

406 Surrey Woods Drive | St. Charles, IL 60174 | 800.323.1908 | www.ANFPonline.org

## Payment and Cancellation Terms

1. Payment in full is due 60 days prior to each selected event. Companies who have not paid in full will not be allowed to exhibit at the event.
2. Cancellations will be accepted in writing up to 45 days from event date. Refund will include fees paid, less a \$100 processing fee.
3. No refunds will be given for cancellations made within 45 days of the event date.
4. Transfers between regional meetings will be accepted, in writing up to 2 weeks prior to event date. A transfer fee of \$50 will apply.

# ANFP Regional Expo 2019 Contract Terms and Conditions

## Information

### 1. ANFP

"ANFP" or Expo Management means Association of Nutrition & Foodservice Professionals acting through its Officers, Directors, committees, Agents or Employees in the management of the Expo.

### 2. WHO MAY EXHIBIT

The Expo is for firms offering products, equipment, and services which are related to the foodservice industry. Application for exhibit space must be accompanied by a complete description of products or services to be exhibited. ANFP reserves the right to decline any application for space if in its sole judgment the product or services to be shown or demonstrated are unrelated to ANFP purposes. In addition, ANFP reserves the right to not sell exhibit space to any for-profit or non-profit organization whose programs, products, and/or services, in whole or in part, compete with ANFP programs, products, and/or services.

### 3. APPLICATION FOR SPACE

All applications for space must be submitted on the contract form provided by ANFP. Mail, fax, or e-mail application along with total booth costs to: Association of Nutrition & Foodservice Professionals, 406 Surrey Woods Dr., St. Charles, IL 60174. Attn.: Expo Manager. Fax: 630.587.6308 E-mail: jrogers@ANFPonline.org

### 4. EXHIBITOR SERVICES

The following services will be provided to Exhibitors at no additional charge:

- One 6' table (draped 3 sides), 2 contour chairs, 1 wastebasket
- General lighting
- Listing in the official Program Guide
- Exhibit badges for 2 personnel per table
- Admittance to educational sessions when wearing badge

### 5. USE OF SPACE

• All exposed parts of displays or equipment must be finished or covered in a workman-like fashion so they will not present an unsightly appearance when viewed from adjoining booths or aisles.

• Exhibits not conforming to this rule will be covered at the discretion of Expo Management, with the cost of the covering to be borne by the Exhibitor.

• Expo Management reserves the right to control sound levels on any sound making equipment used by Exhibitors.

• Flashing lights and other distracting or annoying materials are prohibited.

• All structural work, such as extra shelving standards, display racks, signs, spotlights, etc., must be approved, and all decorations, drapery and other fabrics must be flame proofed before being used in the decoration of an exhibit.

• Expo Management reserves the right to restrict demonstrations or entertainment which is objectionable or disruptive to the overall character of the Expo. Demonstrations and/or entertainment using models, professional demonstrations, or company personnel must be carried out within the boundaries of decorum both in content and in costuming.

• **SUBLETTING BOOTH SPACE:** Exhibitors may not assign, sublet, or apportion all or any part of the space allotted to them to any other company, and may not advertise or display goods and services other than those manufactured, distributed, or sold by them in the regular course of their business.

• If Exhibitor's space remains unoccupied on opening day, or if any space is forfeited for failure to pay or any other reason, ANFP reserves the right to rent such space to any other Exhibitor, or use such space in any manner it sees fit. This clause does not, however, entitle the Exhibitor to any

refund or affect the original Exhibitor's obligation to pay the full amount of the rental.

### 6. SELLING IN THE EXHIBIT AREA

• All demonstrations and other sales activities must be confined to the limits of the exhibit booth.

• Distribution of circular or promotional material may be made only within the booth(s) assigned to the Exhibitor presenting such material.

• Non-exhibiting firms will not be permitted to canvass, solicit, hold conferences, or distribute literature or other promotion devices during the Expo.

### 7. ATTENDANCE/BOOTH PERSONNEL REGISTRATION

• Only individuals or firms who have contracted and paid for space assignments are allowed to exhibit. Each Exhibitor shall furnish ANFP with the names of its representatives. For each tabletop purchased, each Exhibitor is entitled to badges for two (2) representatives.

• False certification of individuals as Exhibitor's representatives, misuse of Exhibitor's badges or any other method or device used to assist unauthorized persons to gain admission to the Expo floor will be cause for expulsion of Exhibitor and/or removal of exhibit without notice and without refund.

• Representatives of non-exhibiting firms who are prospective exhibitors may attend the Expo on a prearranged basis with the Expo Manager and are restricted to visiting privileges only.

• No minor younger than 18 years of age will be admitted. Those 18 and over must be a registered attendee.

• ANFP reserves the right to refuse to admit and to eject from the Expo hall or from any space therein any objectionable or undesirable person or persons, and the Exhibitor, for himself, his employees and agents, hereby waives any right and all claim for damages against ANFP.

### 8. CARE AND SAFETY

• The Exhibitor must, at his expense, neatly maintain and keep in good order the exhibit space contracted for. At the conclusion of the Expo, the Exhibitor must surrender space occupied in the condition as received by the Exhibitor.

• Flammable or other dangerous fluids, substances, material, equipment or other items, the use of which is in violation of city, county or state laws or regulations, may not be used in any booth. The Exhibitor must use flame-resistant decorative material.

• All materials, installations, and operations of Exhibitor must comply with the requirements of all inspection and other governmental authorities having jurisdiction and all applicable laws, ordinances, and regulations.

### 9. PAYMENTS, CANCELLATIONS AND REQUESTS FOR REFUNDS

Payment in full is due 60 days prior to each event. No booth assignments will be made until payment in full is received.

• All cancellations and requests for refunds must be made in writing.

• Refunds of fees paid, less a \$100 processing fee, may be given at ANFP's discretion up to 45 days before the event.

• No refunds will be made within 45 days of event.

• Companies with delinquent invoices due to ANFP may be denied space at the Expo until outstanding balances have been paid in full.

### 10. CANCELLATION OF EXPO

ANFP, its employees and its agents, will not be liable to hold the Expo as scheduled due to events such as fire, any act of God, public emergency, strike, any law or regulations of public authority, or other reason beyond ANFP's control which make it impossible or impractical to hold the Expo. A

cancellation of the Expo shall cause the return of payment(s) for exhibit space, less a proportionate share of actual expense incurred in conjunction with the production of the Expo. ANFP shall have no further obligation to Exhibitor.

### 11. INSURANCE

• All property of the Exhibitor is understood to remain under the Exhibitor's custody and control in storage, in transit to or from, and within the confines of the Expo Hall, even though it may at any time be under the temporary control or direction of ANFP or its service contractor.

• Exhibitor shall carry comprehensive general liability coverage, including premises, operations, and contractual liability coverage and workers' compensation insurance, in full compliance with all federal and state laws and sufficient to cover Exhibitor's responsibilities and obligations herein.

• No later than 4 weeks prior to the Expo, Exhibitor shall deliver to ANFP certificates of insurance evidencing such coverage and naming ANFP, and as required, the facility and other required parties, as an additional insured. Exhibitors who do not submit a certificate of insurance naming ANFP and other required parties as an additional insured will not be allowed to set up exhibits. Nothing in these rules shall be construed as limiting, in any way, the extent to which Exhibitor may be held liable for damages to persons or property resulting from Exhibitor's or its subcontractors' performance under this agreement.

### 12. LIABILITY AND INDEMNIFICATION

• The Exhibitor is responsible for all damages to the Expo Hall and for the defense and payment of any and all claims, demands and suits on account of any alleged injury or death to individuals, damage to property occurring in the Exhibitor's booth space or elsewhere because of the negligent acts or omissions of the Exhibitor, its officers, employees, agents, licensees, invitees, or contractors.

• Exhibitor acknowledges and agrees that neither ANFP, nor its service contractors, the facility, their agents, contractors, nor employees are liable for injuries to any person or for damage to property owned or controlled by the Exhibitor, from any cause whatsoever by reason of Exhibitor's use, occupation, or enjoyment of display space or any person thereon with the consent of Exhibitor, and Exhibitor agrees to indemnify, defend, and hold harmless ANFP and the facility from and against any and all liability, costs, expenses, claims, and demands whatsoever caused by the negligence or breach of obligations by Exhibitor or its employees, guests, invitees, subcontractors, agents, or representatives.

### 13. ACCESSIBILITY

Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by the Americans with Disabilities Act, as amended ("ADA") and with any regulations implemented by the ADA; and (ii) that it shall indemnify and hold harmless ANFP from and against any and all claims and expenses, including attorneys' fees and litigation costs, that may be incurred by or asserted against ANFP, its officers, directors, agents, or employees on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

### 14. COPYRIGHT

Exhibitor represents and warrants that it will not violate any copyright, trademark, or other intellectual property right of others and that it shall comply with all copyright restrictions including but not limited to all requirements to obtain necessary licenses to use any music performed in its exhibit space. Exhibitor is responsible for the payment of all royalties and fees for the use of such music. Exhibitor indemnifies and holds harmless ANFP, its officers, directors, agents, and employees from and against any claims of

infringement of a third party's proprietary rights or any breach of this paragraph.

### 15. CONTRACTS, PERMITS, TAXES

Exhibitor is responsible for acquiring and paying the costs of any and all permits, taxes, and contracts required for its exhibit by authorities having jurisdiction over the facility.

### 16. VIOLATIONS

• Exhibitor shall comply with all rules and regulations of the facility, which are incorporated herein by reference.

• ANFP reserves the right to restrict exhibits which because of noise, method of operation, side-show tactics, materials, or any reason, become objectionable, and to prohibit or evict an exhibit which in the opinion of Expo Management may detract from the general character of the exhibit as a whole, including but not limited to persons, things, conduct, printed matter, or anything of a character which Expo Management determines is objectionable to the Expo.

• ANFP may at any time without notice to Exhibitor enter and take possession of the space occupied by the Exhibitor and/or remove all persons and goods at the Exhibitor's risk, and the Exhibitor shall pay all of such expenses and all damages which ANFP may incur and forfeit all monies paid or due ANFP on account thereof.

### 17. SOCIAL FUNCTIONS

• Reservations for suites at the hotel must be approved in advance by ANFP.

• Social functions in hotel suites at Regional Meetings must be terminated prior to midnight.

• All social functions are to be handled on an individual basis only; they must not include blanket invitation to official bodies within ANFP and may be issued only to ANFP Regional Meeting registrants. Exhibitors must make clear that these are not official ANFP functions.

• Any social functions scheduled by an Exhibitor must not be scheduled during hours of ANFP Regional Meeting or Expo activities.

### 18. GENERAL

These Rules and Regulations are incorporated into and part of the Exhibit Contract between Exhibitor and ANFP. ANFP reserves the right to interpret all matters and questions not covered by these Rules and Regulations. These Rules and Regulations may be amended at any time by ANFP and all amendments shall be equally binding to all parties affected by them as originally given by ANFP.

### 19. GOVERNING LAW

All disputes arising from this Contract will be governed by and construed under Illinois law without regard to conflicts of laws. Any disputes arising out of or related in any way to this Agreement including but not limited to actions seeking equitable relief, shall be brought exclusively in the courts of the state of Illinois located in the City of Chicago, or the United States District Court for the Northern District of Illinois.

### 20. PHOTOGRAPHY & FILMING

Professional photographs, audio, and video will be captured during the Conference. Attendees hereby grant ANFP and its representatives permission to photograph and/or record them at the Conference, and distribute (both now and in the future) the Attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.