

It's All About Me

I A A M

VENDOR TERMS AND CONDITIONS

INFO@ITSALLABOUTME.AGENCY

1. **TERMS AND CONDITIONS:** The following terms and conditions are part of the vendor's contract and each vendor shall be bonded by such rules and regulations set forth herein.
2. **PRODUCTS SOLD:** All products / services displayed and or sold from exhibits must be listed on application & pre-approved by show management. A photograph of unusual items or displays is required for approval. All exhibits must be professional in appearance. No hand made signs are allowed. When approved, a space contract will be sent. Only those products/ services listed on this application and pre-approved by show management will be allowed in show. Only one business per space.
3. **VENDOR SPACE:** Vendor space - demonstrations, sales, solicitations, and use of circulars or promotional materials must be kept within the vendor's assigned space. Materials promoting other events, as well as products and/or materials not related to the exhibiting company, are prohibited. Advertising, circulars, catalogues, folder, or devices shall not be distributed or placed in the aisles, registration areas, or other public show areas. Vendor's may not conduct or solicit business beyond the confines of their exhibit. (This includes but not exclusive to mascots and costumed company representatives).
4. **STAFFING:** Vendor areas, must be staffed throughout show hours. Staff must be ready and at vendor staff 15 minutes prior to opening of show and must stay to the end time of the event. NO leaving early under no circumstance. If Vendors are found to break down early, they will not be invited back and will be charged a \$75 penalty fee. Spaces must remain staffed the entire show times – recommended to have at least 2 people at each booth in order to allow for breaks. No more then 3 staff allowed at each 10x10 booth area.
5. **SPACE ASSIGNMENT:** Assignment of space final determination is made by Show Management, and assignments may be made or changed at any time when determined by Show Management, such change is in the best interest of the show.
6. **Uses For Badge Use:** Vendor badges may be picked up at registration. Each badge gains admission for one vendor. All vendors MUST wear a badge while on the

IT'S ALL ABOUT ME . AGENCY

show floor. Lost badges will not be replaced. Additional badges must be purchased for \$10. Badges may be worn only by individuals working in an exhibit.

7. **FOOD:** The sale, sampling or distribution of food or beverages for consumption on premises must be approved by Show Management. No food or beverage may be brought in or delivered to the venue with the exceptions of previously approved sample products distributed at exhibits. Food products sold from exhibit spaces must be packaged in bulk form and sealed for off-premise consumption. If you are sampling a food or beverage, the sample size must not exceed four (4) ounces of liquid and/or three (3) ounces of food. Each exhibitor sampling food must fill out the sampling form. Also, NO outside food or drink allowed inside the venue for consumption for staff at vendor spaces.
8. **SECURITY:** General security and door guards are provided in the exhibit areas from the beginning of Move-In to the completion of Move-Out.
9. **CANCELLATION POLICY AND REFUNDS:** Cancellation within 48 hours of space request and confirmation will receive a full refund of monies received, with no cancellation fee. All other cancellations MUST be in writing, emails are acceptable, verbal cancellation not accepted. Cancellations received six (6) months prior to the show date will be refunded the full amount paid at the time of cancellation, less a \$100 cancellation fee. Cancellations received between three (3) and six (6) months prior to show date will be refunded one half (1/2) of monies paid. Cancellations received at ANY time during the three (3) months prior to the show date will receive NO refund. Failure to setup within move-ins times will result in forfeiture of exhibit space and all monies paid to date. Exhibit space can be reassigned at Show Management's discretions.
10. **TERMINATION OF SHOW OR CONTRACT:** Show Management reserves the right to terminate the show if materially interfered with by reason of act of God, unanticipated construction making the building unsuitable, fire, strike, injunction, embargo, act of war, Coronavirus or any variance, any other emergency, or any other act or event not the fault of Show Management during the period of time the availability of the said premises is critical to successful production of the show. It is expressly agreed that such a termination shall not constitute a breach of contract. Should any contingency interrupt or prevent the holding of the show, Show Management will return such portion of the amount paid for space as may be determined to be equitable by Show Management after deduction of such amounts as may be necessary to cover expenses related to termination, including a reserve for claims connection with the show. If for any reason Show Management determines the location of the show should be changed, or the dates of the show postponed, no refunds will be made, but Show Management shall assign to the exhibitor, in lieu of the original space, such other space as Show Management deems appropriate, and the exhibitor agrees to use such space

under the same Rules and Regulations. The Show and/or Show Management shall not be financially liable, or otherwise obligated in the event the show is cancelled, postponed, or relocated, except as provided herein. Show Management reserves the right to cancel the contract without further obligation at any time prior to Show opening by rescinding all future obligations under the contract. Show Management may cancel the contract for cause if (a) exhibitor has failed to pay the total space rental 60 days prior to show opening: (b) exhibitor fails to perform material term or condition of the contract: (c) exhibitor refuses to abide by all rules and regulations established by Show Management for the show.

11. **SUBLETTING OR TRANSFER OF SPACE:** No vendor shall transfer or sublet the whole or part of space allotted. Show Management may grant permission for such action but shall be under no obligation to grant such permission.
12. **NOISE:** Vendors which include the operation of equipment, radios, musical instruments, public address systems, A/V equipment, or any noise-making machines must be arranged inside the space, so that resulting noise does not disturb adjacent exhibitors and their guest. Use of microphones must be approved by Show Management.
13. **RAFFLES, PRIZES, LOTTERIES:** Drawings or contests of any kind must comply with local, state, and national guidelines. Every vendor is charged with knowledge of national, state, and local laws governing games of chance, lotteries, raffles, and the like. Winners of contests promoted at the show must be selected at the show, and winner's names provided to Show Management. Any advertising or promotion which involves attracting show guests to a vendor's location by any inducement which might be construed as a lottery, is strictly prohibited.
14. **USE OF IMAGES:** It's All About Me reserves the right to use photographs and video taken of exhibitor, exhibit personnel, exhibitor's space or feature stage presentations. These photographs/ videos may be used only to promote It's All About Me events.
15. **NOT ALLOWED:** Illegal merchandise or services prohibited by law are not allowed in the show. This includes by not restricted to, unlawful reproductions of brand name merchandise. Merchandise and displays containing socially or otherwise objectionable graphics, symbols and/or language are not permitted. Acceptability is determined by Show Management. No helium balloons, popcorn, stickers, enclosed exhibits or tent coverings larger than 10'x10' area, straw, combustible materials.
16. **COMPLIANCE WITH LAWS:** Vendors shall not engage in any display, publication, performance, or other activity which conflicts with any applicable law, regulation, rule or ordinance, nor shall vendor, or its representative or employees, engage in any lewd display, publication or performance. Vendor will be responsible for

IT'S ALL ABOUT ME . AGENCY

obtaining ALL necessary governmental permits and licenses. Vendors are charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, customs, and public safety, while participating in any exhibition (show) produced by It's All About Me. Compliance with such laws is mandatory, and the sole responsibility of the vendor. If you are unsure of or unfamiliar with local laws, please request website link of same from Show Management.

17. **FIRE AND SAFETY LAWS:** Material and decorations used in exhibits must be flame resistant. Electrical wiring and equipment must conform with National Electrical Code Safety Rules. Vendors are responsible for complying with all Federal, State and City laws. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits is forbidden but not limited to vaping. Crowding will be restricted. No vendors shall bring into the facility any combustibles.
18. **CLEAN UP:** Each vendor is responsible for removal of their boxes, pallets, and/or containers, etc. from the building. Vendors who do not remove their trash will be subject to a \$50 fine. Vendor agrees that Show Management, without incurring any liability for damage or loss, has the right to dismantle and pack property that has not been removed prior to established move-out day and time. Such dismantling and packing will be at the sole expense of the vendor. Vendor agrees, with respect to any exhibit material or property of the vendor for which shipping arrangements have not been made, that Show Management shall have the right and authority to clear such property from the exhibition premises, designate carrier(s) for its return, send it to public or private storage, or otherwise dispose of it, without incurring any liability, therefore. Cost of such removal, return storage, and other disposition shall be charged to and paid by the vendor.
19. **VEHICLES:** Any vehicle in the exhibit hall must conform with fire regulations. (a) battery cables must be disconnected (b) gas tanks must be taped shut or have a lockable gas cap and must contain no more than a quarter tank of fuel (c) exhibits must work with Show Management to coordinate Move-In and Move-Out. Exhibitors are responsible for all spotting fees levied by the show decorator.
20. **DAMAGE TO FACILITIES:** Vendor will be charged for any building and/or grounds damage caused by exhibitor, exhibit personnel, or sub-contractors of the exhibitor. Additionally, vendor will be charged for removal of paint, oil, grease, adhesive tapes, floor abrasives, or for excessive debris left in the exhibitor's space.
21. **USE OF SHOW GUEST REGISTRATIONS:** Any names or data collected by an exhibitor as the result of a drawing, contest, or any other activity conducted at the show may be used only by ONLY that vendor and only for purposes relating to products demonstrated, sold or promoted at the show. An exhibitor accepting space in the show

IT'S ALL ABOUT ME . AGENCY

specifically agrees not to sell or give away any of the names collected at the show to any other individual or organization.

22. **NO GUARANTEE OF ATTENDANCE:** Show Management does not guarantee specific volumes or levels of attendance at the Event. Vendor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.
23. **LIMITATION OF LIABILITY:** It is expressly understood and agreed by the vendor that he/she will make no claim of any kind against Show Management for any loss, damage, theft, or destruction of goods or exhibit; nor for any injury that may occur to himself or his employees while in the exposition facility; nor for any damage of any nature, or character whatsoever, and without limiting the foregoing, including any damage to his business by reason of the failure to provide space for an exhibit or removal of the exhibit; or for any action of Show Management in relation to the exhibit or exhibitor. The exhibitor shall be solely responsible to his own agents, employees and to all third persons. Including invitees and the public for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance or control of said leased space or exhibit and for negligence or grievances otherwise relating thereto. Exhibitor is also held responsible for his or her agents and employees performing on show stages. Exhibitor does hereby indemnify and hold harmless Show Management against any and all such claims as may be asserted against it. The vendor agrees to hold It's All About Me and facility harmless and blameless and will make no claim for any reason whatsoever, including negligence, against Show Management, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, not for any injury to it or its employees, agents, or invitees while in the Facility.
24. **PARKING:** Parking is available and subject to a fee based on the facility charge. This charge is strictly enforced and set by the venue.
25. **TAXES:** Taxes must be collected on all sales
26. **VENDOR GUEST RETURN/EXCHANGE POLICIES:** Forms of payment accepted as well as return and/or exchange policies must be posted and show guests must be informed purchase is a final sale item. Vendors should also provide receipts outlying polices for exchanges/returns and final sales.
27. **DISCLAIMER OF RESPONSIBILITY:** To the extent that Show Management does not have control over parking, food concessions, loading and unloading areas, or any and all other facilities and services used in, at, or in conjunction with the show, including equipment owned by the facility or show decorator, Show Management expressly disclaims responsibility for any aspect thereof. Show Management shall, to the best of its ability, serve as the liaison between the vendor and any such third party.

IT'S ALL ABOUT ME . AGENCY

Vendor agrees not to deal directly with any such third party without first notifying Show Management.

28. **AGREEMENT ACCEPTANCE AND UNWRITTEN RULES:** Upon acceptance of the Application/Contract by Show Management, it shall be a legal binding contract, provided that each party may cancel within the conditions of the contract. Show Management reserves the right to make and publish show rules and regulations for the conduct of the exhibitor, and the show generally. Further, Show Management reserves the right to make changes, amendments and additions to these rules and such further rules and regulations as it considers necessary for the good of the show. Any matters not specifically covered herein, or in the application/agreement or show prospectus, are subject to decision by Show Management, and its decision on any matters which may arise thereunder shall be final.

29. **ADDITIONAL RULES AND REGULATIONS:** Additional rules and regulations pertaining to specific shows may be included within the exhibitor kit available to each exhibitor.

Signature _____

Date _____

Printed Name: _____

Company Name: _____

Street Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____