



International Cake Exploration Societé

43rd Convention and Show

Cincinnati, Ohio

July 26 - 29, 2018

VENDORS CONTRACT PROVISIONS, RULES and REGULATIONS

1. Exhibits shall be of a nature which promotes the common interest of the International Cake Exploration Societé (ICES), including products or services which are used by the members of ICES for business purposes or which are otherwise directly related to that interest. The judgment of the Show Directors as to whether a Vendor or an exhibit satisfies this requirement, and in this and other respects hereinafter referred to, shall be final.
2. All exhibits, demonstrations and other activities by a Vendor shall be confined to their exhibit booth(s). **No Vendor shall assign, sublet or share the whole or any part of the booth space allotted.**
3. Any exhibit, device, material or activity, including balloons, sounds, fumes or odors, which, in the judgment of the Show Directors, is unethical, in bad taste, annoying or otherwise offensive to Vendors, the Convention-Show or the industry is prohibited.
4. No alcoholic beverages or unlawful substances will be allowed in the booths or exhibit area at any time.
5. If sampling any edible items, the Vendor must apply for permission from the Convention Center through the Show Directors.

SPACE ASSIGNMENTS

6. The Show Directors reserve the right to shift space assignments after the contract has been signed if they find it necessary.

PAYMENTS AND CANCELLATIONS FOR EXHIBIT SPACE

7. Payment as described on contract based on cost upon booth selection must be attached to the contract application payable to the show for which the contract applies. Monthly payments of \$100.00 are required as scheduled per contract. Cancellation must be in writing. Upon cancellation, the canceling vendor will relinquish any rights to use or disposition of cancelled booth space. Cancellation of booth space will result in forfeiture of all or any portion of payment made.
 - a. Initial payment of \$200.00 is due at time of booth selection for either a single or corner booth upon submission of application
 - b. Each additional booth (excluding corners) will require an initial payment of \$150.00 with submission of application.
 - c. **Monthly payments of \$100.00 will be processed on existing credit card on file on the 15th of each month until complete amount due has been paid.** If payment is not made, the remaining balance will be due within 30 days or the booth may be subject to cancellation with no refund.
 - d. If notice of cancellation is received no refund will be paid. Booth Payment Plan Contracts **are non-refundable.**
8. The booth space will include: back wall and side dividers, one sign, one table draped and covered, two chairs and a trash can. All other furnishings, equipment, facilities, etc. will be provided by the Vendor at its own expense and responsibility. You may request electrical service through the pipe and drape company, **TEX EXPO/AEX.**

HANDLING AND STORAGE

9. **Duke Energy Convention Center (DECC)** will not accept or store exhibit materials or empty crates. However, for a predetermined charge **TEX EXPO/AEX** will accept any materials you wish to send, and store them in their warehouse. They will also transfer those materials to the Center for you. Upon receipt of your contract, your name will be passed on to AEX and in turn they will contact you with prices and information on this service. AEX will not store perishable items.

LIABILITIES

10. The Vendor represents and warrants to ICES, its officers, directors and representatives, the cooperating local association(s) and their officers, directors and representatives, (the "ICES Parties") that no materials used in connection with Vendor's exhibit violate the intellectual property rights, whether in patent, trademark, copyright or otherwise ("IP Rights") of any other party. Vendor releases the ICES Parties from any and all claims for injury, loss or damages caused by or relating to any claims that any other party has violated Vendor's IP Rights. Vendor releases the ICES Parties from any and all obligations for or liability relating to policing or determining whether any materials used by any vendor violate any of Vendor's IP Rights. Vendor releases the ICES Parties from any and all obligations for and liability relating to failing to take any action to prevent the infringement or violation of any of Vendor's IP Rights and releases the ICES Parties from any and all claims of contributory infringement as to any of Vendor's IP Rights. Vendor further agrees that although the ICES Parties shall not have any obligation for or liability relating to determining if any infringement or violation of any party's IP Rights has occurred, or any obligation for or liability relating to failing to prevent or protect any party from damages for infringement or violation of such party's IP Rights, Vendor releases the ICES Parties from any and all actions it may take relating to excluding Vendor from exhibiting at or participating at the Show in connection with any claim(s) that Vendor's materials violate the IP Rights of any party. The Vendor agrees that ICES, the Show Directors, the cooperating local association(s), and officers, directors, committees, agents, employees, and the State and Local governments, hotel/convention center (a) will not be held responsible for any damage to or the loss or destruction of Vendor's property, or injuries to the Vendor, their representatives, agents, or employees, all claims for such loss, damage, destruction or injury, being expressly waived by the Vendor; and (b) will be indemnified and held harmless by the Vendor for any claims for injury to any of Vendor's representatives, agents, or employees and for any claims by other persons for injury, loss or damage caused in whole or in part by the Vendor or its representatives or employees. Each Vendor should carry an insurance rider policy to cover exhibits and samples against destruction, loss and/or damages. Third party and liability coverage should be discussed with your insurance broker.
11. ICES, the Show Directors, the cooperating local association(s) and their officers, directors, committees, agents and employees will not be liable for failure to hold the Convention & Show as scheduled. Payments for booth space will be returned in that event, except that any actual expense incurred in connection with the Show will be deducted if the Show is cancelled after the time specified for payment of the balance of the cost of assigned space, due to fire, or any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority, which makes it impossible or impracticable to hold the Show.
12. Any and all sales tax required to be collected by any city, state and/or federal government will be the sole responsibility of each vendor. Sales Tax permits must be submitted along with the applicable tax payment to the government entity by each individual ICES vendor. Vendors will not be required to provide sales records to ICES Show Management. Any Vendor who does not comply with local, state or federal tax laws will be found to be in violation of ICES policy and will not be allowed to participate in future shows until compliance is complete.



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SECURITY

13. Security will be provided in the exhibit area on a 24-hour basis beginning at 8 a.m., Thursday, July 26, 2018 until 7 p.m. Sunday, July 29, 2018.

ADMISSIONS

14. The Show Directors will have sole control over admissions of persons. In addition to two gratis vendor registration badges, two staff badges will be given with each booth rented. Staff badges will grant admission to the Vendor area /Cake Room only. Additional staff badges (one (1) per booth) may be purchased for \$15 each during on-line registration. Demonstration tickets will only be sold to registered attendees. Vendors and their representatives must wear their official badges at all times while on the vendor floor. The badges are issued for your protection and identification. They must NOT be loaned or given to other persons. Violators will be barred from the premises. All persons visiting the vendor area will be admitted according to the rules and regulations of the Convention and Show, as issued and amended by the ICES Show Directors.

15. The Vendor will abide by all other provisions of said rules and regulations and with the fire regulations and all other regulations, governmental agencies and the hotel/convention center.

16. All exhibits must be completely set up by 8 p.m. on Thursday, July 26, 2018. Vendors will not be permitted to dismantle their exhibits or do any packing prior to 5 p.m. on Sunday, July 29, 2018. Any breakdown or dismantling prior to 5 p.m. on Sunday, July 29, 2018 will result in a penalty fee of \$200. Cooperation of all Vendors is earnestly requested.

17. Attendees will not be allowed to enter the Vendor Area during the final 15 minutes prior to closing each day.

Form 137 - Rev 08/17