

2009 SE Regional Fruit and Vegetable Trade Show

*Sponsored by the:
Georgia Fruit and Vegetable Growers Association,
South Carolina Peach Council*

Exhibit General Terms and Conditions

1. **LOCATION** - The Trade Show will be held at the Savannah International Trade Center in Savannah, Georgia, USA.
2. **SPACE ASSIGNMENT** - **Deadline for receipt of contract and payment is August 15, 2008.**
Booths will be assigned in the following order:
 - 1) 2008 Southeast Regional Fruit and Vegetable Exhibitors who have submitted a booth contract and payment by August 15, 2008 and wish to maintain their same location.
 - 2) Exhibitors at the 2008 Southeast Regional Fruit and Vegetable Convention who have submitted a booth contract and payment by August 15, 2008 but wish a different location will be allowed to select a new location as space becomes available using the priority point lottery system.
 - a) Exhibitors receive one (1) point for each year they have exhibited since the 1999 GFVGA Winter Conference (or the 1998-99 SE Peach Convention). Exhibitors will also receive one-half (1/2) point for each year they have participated as a Trade Show Sponsor and/or a Silent Auction Donor. Maximum Priority Points available for the 2009 Convention is fifteen (15) points. All companies with 15 points who wish a different location will be placed in a lottery. After all companies with 14.5 points are placed, a lottery will be held for companies with 14 points. This will be followed by a lottery for companies with 13.5 points, etc.
 - b) Companies requesting three or more booths will be placed first, based on number of priority points earned.
 - c) As the companies are selected by lottery drawing, they will be contacted via fax with a floor plan map of available booth locations. Three exhibitors will be faxed the map at the same time, and given at least 24 hours to select a location.
 - d) Companies that did not exhibit at the 2008 SE Regional Fruit and Vegetable Conference and submit a booth contract and payment by August 15, 2008 will be allowed to select a booth location based on the priority points lottery system described above.
 - 3) Exhibitors at the 2008 Southeast Regional Fruit and Vegetable Conference who do not submit a booth contract and payment by August 15, 2008 will forfeit their 2008 booth location and lose the opportunity to have their current location.
 - 4) After all companies filing a contract and payment by the August 15, 2008 deadline have a booth placement, if booths are still available those companies having submitted a contract after August 15, 2008 will select a booth based on date of receipt of **the contract and the payment**. No booth will be placed after August 15, 2008 without full booth payment.

3. BOOTH PRICES

\$600 for each 10 x 10 foot

\$650 for corner booths (booths with two sides open to an aisle)

\$5.25 per sq. foot for bulk floor space (minimum 200 square feet required)

4. **PAYMENTS** - Full payment of booth fees must be submitted with the contract. No applications will be processed without proper payment. Payments drawn off non-U.S. Banks under \$6, must be paid by credit card.
5. **CANCELLATION** - Exhibitors are eligible to receive a full refund (minus a \$100 processing fee per booth) for booth cancellation prior to December 1, 2008. There will be no refund of booth fees after December 1, 2008. Request for refund must be made in writing.
6. **BOOTH RENTAL INCLUDES** - Standard booths are 10' wide and 10' deep, with a 10' high back drape and 30" side rail drapes. Each booth will include an exhibitor name sign, one six-foot draped table, two chairs and a wastebasket.

Carpet and Electricity are **NOT INCLUDED** in the booth package. Additional equipment can be secured at the exhibitor's expense from the official decorating firm designated by GFVGA. A complete Exhibitor Service Kit will be mailed to all registered exhibitors after October 1, 2008.

7. **EXHIBITOR PERSONNEL** – Each 10x10 booth will receive two (2) complimentary registrations to include two (2) tickets for Friday Lunch and two (2) tickets for Saturday Lunch. If additional registrations and lunch tickets are required, they can be purchased at a later date.

Registration forms will be provided to register Booth Personnel. **All booth personnel must register in order to participate.** Your contract **does not** automatically register you for the conference.

8. **SET UP** - Booths must be installed on Thursday, January 8, 2009 from 8 AM. to 5 PM . Booths not set up by 5 PM, Thursday January 8, 2009 will be considered vacant and space will be assigned to waiting list companies.
9. **TEAR DOWN** - All exhibits must stay in place until 2:30 PM Saturday, January 10, 2009. **No booth materials will leave premises prior to tear down. Any exhibitor taking down prior to 2:30 PM on Saturday may lose their booth location in the 2010 Show and may be excluded from participating in future shows.** General exhibit take down will be held Saturday from 2:30 PM until 12:00 AM.
10. **SOLICITATION** - Solicitation by non-exhibitors is prohibited. Any person, representing a non-exhibitor, identified soliciting in common areas of the convention center, will be asked to vacate the premises.
11. **EXHIBIT RESTRICTIONS** – GFVGA reserves the right to accept or reject any exhibit space application. The exhibition is a closed trade show designed to provide a showcase for equipment, goods and services used or sold by the southeastern fruit and vegetable industry. GFVGA will refund the deposit of any prospective exhibitor whose Exhibitor Application is not accepted by GFVGA.

GFVGA reserves the right to refuse rental of display space to any company whose display of goods or services is not likely to be, in the opinion of GFVGA, compatible with the general character and objectives of the exposition.

The GFVGA reserves the right to restrict exhibits which, because of noise, method of operations, or any other reason are deemed objectionable, and may also prohibit or evict any exhibit which, in the opinion of the Executive Committee of GFVGA, may detract from the general character of the show. In the event of such restrictions or eviction, the GFVGA is not liable for any refunds, rentals or other exhibit expenses.

- 12. USE OF SPACE** - No exhibitor may assign, sublet, or apportion the whole or any part thereof, of space allotted nor exhibit therein any goods other than those manufactured or handled by the exhibitor in the regular course of his/her business, nor permit any representative of any other firm to solicit business, take orders, or sublet in his/her space.
- 13. FIRE CODES** - Fire regulations will be in accordance with the Savannah Fire Department, Savannah, GA. If exhibiting a fuel-powered piece of equipment or machinery - fuel tanks must be less than one quarter filled and taped closed. All battery leads must be disconnected.
- 14. SIZE LIMITATIONS** - Built-up exhibits or other construction cannot exceed 8 feet on (2.4meters) background wall height. If your display or equipment will not fit within a 10'(deep) x 10'(wide) space, you will need to purchase an additional booth, or you will be asked to modify the exhibit. To create an island, exhibitor must purchase a minimum of 20' x 20'. Exhibits will not be permitted to protrude into the aisles or significantly impede the visibility of neighboring exhibitors. Services, such as electric, gas, phones, and air are available through the show decorating services.
- 15. THE GENERAL RULE OF THE SHOW: BE A GOOD NEIGHBOR** - No exhibits will be permitted which interfere with other exhibits, impede access to them, or impede free use of the aisle. Booth personnel, including demonstrators, receptionists, and models are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with GFVGA, no part of the Savannah International Convention and Trade Center or its grounds may be used by any organization other than GFVGA for display purposes.
- 16. MUSIC AND AMPLIFICATION** - Due to ASCAP and BMI licensing requirements and U.S. copyright laws, no copyrighted music, live or recorded, will be permitted in the exhibit hall unless the exhibitor using the material has purchased the appropriate license. Exhibitor agrees to indemnify, defend, and hold harmless GFVGA from any liability arising due to use of copyrighted music by Exhibitor.
- This rule includes background music and audiovisual presentations. The use of amplification, recordings, videos, slides, or other audiovisual devices is permissible; however, the sound volume of any such device must not exceed that of normal conversation voice level or be objectionable to neighboring exhibitors.
- 17. PALLET JACKS** - Exhibitors may use their own hand pallet jacks for set up and tear down. No power pallet jacks are permitted.
- 18. RENTAL EQUIPMENT** - Furniture, special decorating, art, and sign work may be secured from the Official Show Decorating Contractor. Skilled labor for the installation and dismantling of displays may be secured from the Official Show Decorating Contractor. Order forms covering all of these materials and services will be forwarded to each exhibitor in advance of the Trade Show. The Show Decorating Contractor will be available to exhibitors throughout the show to assist with any problems or alleviate any concerns that might arise.
- 19. SELL OUT/WAITING LIST** - After all booths have been assigned, a waiting list will be established based on the remaining exhibitor contracts and the date of receipt. Upon the cancellation of a booth, the first name on the waiting list will be contacted. Securing a place on the waiting list is highly recommended. Companies on the official waiting list will be considered as an "exhibitor for 2009" for purposes of preference in assignment of 2010 booth spaces and will have all the rights and privileges to reserve 2010 booth space as other exhibitors who had booths at the 2009 show.

In the event of a “no show” by a registered exhibitor by 5:00 PM on January 8, 2009, the waiting list will be used to give companies the opportunity to utilize the empty space. Set up for waiting list companies will occur between 5:00 PM and midnight on Thursday, January 8, 2009.

20. SHIPPING INFORMATION - Please consign and make shipments of display materials per instructions received from the Official Show Decorating Company. Whether by common Carrier or Air Freight, **SHIPMENTS MUST BE PREPAID.** Copies of bills of lading or notice of shipment should be promptly forwarded to the Official Show Decorating Company. Personnel to assist in handling display materials will be available at the established rate through the Decorating Company. Personnel for electrical work, carpentry work, etc. will be available through the Savannah International Trade Center at established rates. Please indicate your needs for any such labor in advance.

21. SHOW CANCELLATION OR POSTPONEMENT – In the event that the Trade Show is postponed due to any occurrence not occasioned by the conduct of GFVGA or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, terrorism, or the act or conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement.

In the event that such occurrence results in cancellation of the Trade Show, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this contract shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by GFVGA in connection with the Trade Show. No monies will be returned should the dates or location of the show be changed by GFVGA, but exhibitor will be assigned space that the exhibitor agrees to use under these same Terms and Conditions. GFVGA shall not be financially liable in the event the show is interrupted, cancelled, moved, or dates changed except as provided herein.

22. LIABILITY - It is expressly understood and agreed between exhibitors and the Georgia Fruit and Vegetable Growers Association that the GFVGA shall be under no liability for loss of, or damage to goods or property of exhibitors, or personal injury to the exhibitor or exhibitor’s employees. Exhibitor hereby agrees to protect, defend, indemnify and save GFVGA, its officers, directors, employees, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney’s fees arising out of or caused by the exhibitor’s installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of GFVGA and its employees and agents.

23. INSURANCE – Exhibitor shall obtain and keep in force, during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance insuring the liability set forth in this Exhibitor Contract, in an amount not less than \$ 1,000,000 combined single limit for personal and property damage. Exhibitor acknowledges that GFVGA does not maintain insurance covering exhibitor’s property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance insuring any losses by the Exhibitor.

THESE REGULATIONS are incorporated by reference to the Exhibitor Contract. All points not covered are subject to the decision of the Executive Committee of the GFVGA, in its sole discretion, which reserves the right to amend these regulations as necessary.