

## **2022 BUSINESS EXPO CONTRACT**

THIS IS AN EXHIBITOR CONTRACT, made and entered into by and between The Chamber, Gadsden/Etowah County, One Commerce Square, Gadsden, AL 35901 (the “Chamber”), and the undersigned individual or business entity (“Exhibitor”).

### **RECITALS:**

1. The Chamber is sponsoring a trade show (the “Expo”) at 210 at the Tracks on August 18th, 2022.
2. The Expo will fall within the hours of 10 am and 4 pm
3. Exhibitor desires to have an exhibit on display at the Expo
4. The Chamber and Exhibitor wish to set forth the terms and conditions under which Exhibitor may participate in the Expo

### **TERMS:**

In consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Chamber and Exhibitor hereby agree as follows:

1. Terms and Conditions of Agreement- The terms and conditions of this Exhibitor contract shall include the provisions set forth in the following Appendices which are incorporated by reference in and made a part hereof and are hereinafter collectively referred to as the “Agreement”.
  - a. Appendix I- General Terms and Conditions
  - b. Appendix II- Business Expo Equipment
2. Acceptance- Exhibitor acknowledges that by signing and submitting the Exhibitor Contract to the Chamber, Exhibitor is merely submitting a request for exhibit booth space that is subject to the approval of and acceptance by the Chamber, and that this Agreement shall not bind the Chamber unless and until it is signed by a duly authorized employee or officer of the Chamber. The Chamber shall indicate such approval and acceptance hereof by returning to Exhibitor a copy of the Exhibitor Contract signed by a duly authorized Chamber officer. Exhibitor further agrees and acknowledges that it will accept whatever exhibit booth space which may be assigned to it by the Chamber in accordance with and governed by the terms and conditions of the Agreement, regardless of whether or not such exhibit booth space is among Exhibitor’s choice.
3. Amendments- This Exhibitor contract, together with the Appendices listed in Paragraph 1 above, constitute the entire agreement between the parties hereto with respect to the subject matter thereof, and no amendment, modification, or revision of the Agreement shall have any force or effect unless it is executed in writing, expressed to be an amendment hereof, and accepted and executed by duly authorized representatives of both parties hereto. Any such amendment shall take precedence over the provisions of the Agreement so amended and any inconsistent earlier amendments hereof.

IN WITNESS WHERE OF, the parties hereto have read and executed this Agreement by their duly authorized officers and the Agreement shall take effect on the date set forth below the signature of an employee or officer of the Chamber.

## 2022 BUSINESS EXPO GENERAL TERMS AND CONDITIONS

### Appendix I to Exhibitor Contract

These General Terms and Conditions are Appendix I to the Exhibitor Contract between the Chamber and Exhibitor, together with all of the Appendices thereto, and are incorporated into the Exhibitor Contract.

#### 1. EXPO EXHIBIT BOOTH SPACE

- a. Character of Exhibits- The Chamber may rent an Expo exhibit booth space to any Exhibitor which the Chamber, in its sole and absolute discretion, determines is of interest to business, industry, or of educational value to the community.
- b. Request for Exhibit Booth Space- Exhibitor hereby agrees and acknowledges that the Chamber will only allow booth space to said Exhibitor if the Chamber approves the Exhibitor contract, which when submitted, constitutes merely a request for booth space. The Chamber hereby reserves the right to deny a request without explanation.
- c. Assignment of Booth Space – The assignment of booth space will be made in the order in which the Chamber receives and approves completed Exhibitor Contracts, including full and complete payment. The Chamber shall have and retain the power, in its sole and absolute discretion, to assign and, if necessary, reassign exhibit booth space to Exhibitor and all other Expo Exhibitors at any time, for any reason.

#### 2. RENTAL FEES AND PAYMENT FOR EXPO EXHIBIT BOOTH SPACE

- a. Rental Fees and Equipment
  - i. *Members*- If Exhibitor is a Chamber Member with no outstanding accounts at the time the contract is completed and submitted then:
    1. End Cap Booths - the rental fee is \$800 for each space.
    2. Premier Booths- the rental fee is \$450 for each space.
    3. General Booths – the rental fee is \$350 for each space.
    4. Restaurants- the rental fee is \$150 for each space.
  - ii. *Non-Members*- If Exhibitor is not a member of the Chamber at the time the contract is completed and submitted then:
    1. End Cap Booths – not available to non-members.
    2. Premier Booths – not available to non-members.
    3. General Booths – the rental fee is \$550 for each space, pending availability.
  - iii. *Equipment*- The above rental fees include both rentals of exhibit booth space as well as the *equipment* listed in Appendix II. Additional equipment is available through the Chamber for an additional fee.
- b. Payment
  - i. *Due Date*- Exhibitor shall pay the Chamber and submit their contract before 5:00 p.m. on July 19, 2022 to be advertised in the Chamber Expo Booklet. Payments must be made in full at the time the Exhibitor contract is turned in.
  - ii. *Discount*- If Exhibitor is a Chamber member with no outstanding accounts and submits their contract before 5:00 p.m. on June 14, 2022, an early registration discount of \$50 will be offered for End Cap, Premier, General and Restaurant booths.
  - iii. *Payment Type*- Exhibitor shall pay by credit card, cash, or check. Exhibitor shall make all checks payable to The Chamber, Gadsden/Etowah County.

- iv. *Refunds*- In the event the Chamber does not approve the Exhibitor Contract or there is no remaining Exhibitor space, the Chamber shall refund to Exhibitor any and all deposits and payments submitted by Exhibitor to the Chamber for such space in full settlement of any rights hereunder.

### 3. CANCELLATION

- a. Exhibitors Cancellation and Refund Policy- In the event Exhibitor wishes to cancel any or all of the exhibit booth space Exhibitor has requested, Exhibitor shall contact the Chamber immediately to express its desire for such cancellation.
  - i. *Full Refund*- In the event Exhibitor notifies the Chamber of such desire for Cancellation and such notice is received by the Chamber on or before 5:00 p.m. July 12, 2022 the Chamber shall credit or refund to Exhibitor the full amount received by the Chamber from the Exhibitor
  - ii. *Partial Refund*- In the event Exhibitor notifies the Chamber of such desire for Cancellation and such notice is received by the Chamber on or before 5:00 p.m. July 19, 2022 the Chamber shall credit or refund to Exhibitor 50% of the amount received by the Chamber from the Exhibitor
  - iii. *No refund*- In the event Exhibitor notifies the Chamber of such desire for Cancellation and such notice is received by the Chamber after 5:00 p.m. on July 26, 2022, the Chamber shall not credit or refund any amount of payment to Exhibitor.
- b. Cancellation by Chamber and Forfeiture- In the event of any of the following:
  - i. Exhibitor's failure to make payment in full for requested exhibit booth space by the dates set forth in paragraph 2 above; or
  - ii. Exhibitor's failure to comply with any of its obligations set forth below in Paragraph 4; or
  - iii. Exhibitor's failure to occupy its exhibit booth space by the time established at expo training and on expo directions to vendor and on expo directions to vendor on the day of the Expo unless approved by the Chamber.
- c. The Chamber shall have the authority to cancel all of the Exhibitor's reserved exhibit booth space for noncompliance of aforementioned; Exhibitor shall forfeit to Chamber any and all deposits and payments made to the Chamber for said space and equipment; and the exhibit booth space reserved for Exhibitor shall be deemed returned to the Chamber for use as it sees fit. If Exhibitor does not comply, Exhibitor will lose registration benefits for next year's Expo and may be subject to additional charges to participate in next year's Expo.
- d. Force Majeure- In the event the Expo is cancelled, delayed, or relocated, irrespective of the reason for any such cancellation, delay, or relocation, in whole or in part, as the result of a riot, strike, civil disorder, act of God, or any other cause whatsoever which is beyond the control of the Chamber, Exhibitor shall still be responsible for full payment of all rental fees owing to the Chamber by virtue of the Chamber's approval and assignment of exhibit booth space and equipment to Exhibitor under the Exhibitor Contract.

### 4. OBLIGATIONS OF EXHIBITOR - By submitting a signed copy of the Exhibitor contract to the Chamber, Exhibitor hereby agrees to comply with and/or perform all the following obligations in the event Exhibitor Contract is approved by the Chamber:

- a. Exhibitor shall design, construct, and operate its exhibit in good taste and in such a manner as to not obstruct the viewing by Expo spectators of other Exhibitor's booths. The Chamber shall have the sole and absolute discretion to determine whether Exhibitor's display is in good taste.

- b. In constructing and operating its exhibit, Exhibitor shall not post, tack, nail, screw, or otherwise attach an item to any columns, walls, floors, or any other part of the building or furniture which are rented or leased from the Chamber.
- c. **The Exhibitor shall set up on on the day before the Expo or on the day of the Expo during times as designated per vendor for load-in.**
- d. Exhibitor shall operate its exhibit at all times during the hours the Expo is open. Exhibitor shall not remove its exhibit, or any part thereof, prior to the closing of the Expo without receiving consent of the Chamber; provided, however, Exhibitor shall immediately close and remove its exhibit, or any portion thereof, upon the request of the Chamber. **If Exhibitor removes any portion of their booth before the end of exhibit hours on the day of the Expo, they will forfeit registration benefits for next year's Expo.** Exhibit can be removed on the day of the expo immediately following the close of the event or on the following day beginning at 8 a.m., however all exhibit items must be completely removed by 10:00 a.m. on the following day.
- e. Exhibitors may take orders, but any sales or transactions during the Business Expo must be done in accordance with the rules and regulations of the City of Gadsden.
- f. Exhibitors shall confine all its publicity, and promotional activities to its assigned exhibit booth space, including distribution of souvenirs, printed matter, and any other articles.
- g. Exhibitor shall not use any "carnival tactics" or haggling in operating its exhibit and shall not use amplifying equipment of any type whatsoever without prior consent from the Chamber. If such consent is obtained, Exhibitor's use of amplifying equipment shall be in a manner which shall not interfere with the exhibits of neighboring Exhibitors.
- h. Exhibitor's exhibit must be contained within the confines of the exhibit booth space rented by Exhibitor. Exhibitor must occupy the entire exhibit booth space rented by it, and Exhibitor shall not assign such space, or any portion thereof, to any other firm, or organization
- i. Exhibitor shall comply with all applicable Gadsden regulations and ordinances governing the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment, as applicable, as well as provisions of the applicable fire code. Exhibitor shall not obstruct the view of or access to fire safety equipment.
- j. Exhibitor shall not use any open flame, butane gas, oxygen tanks or similar items without receiving prior consent of the Chamber. Exhibitor shall not under any circumstances, use propane or helium tanks.
- k. Exhibitors do not have access to onsite kitchen facilities.
- l. Exhibitors preparing food must submit the proper licensing permits and insurance forms to the Chamber with their Exhibitor Contract as required by the health department.
- m. Exhibitor shall not throw trash or any other material in the aisle space or on the floor or otherwise take any action which detracts from the appearance of the exhibits or the Expo, or which will endanger or inconvenience Expo spectators or other Exhibitors at any time.
- n. Exhibitor shall only use water if said water is self-contained and within the limits of their exhibit space. Exhibitor is solely responsible for any and all clean-up and damage that may occur from their use of water.
- o. Exhibitor shall immediately close and remove its exhibit, return all exhibit equipment provided by the Chamber and vacate the rented event facility no later than the times established for load-out on the day of the event and/or the day after. Provisions may be made prior to the event for large equipment and displays by applying for permission from The Chamber.

5. **Special Obligations of Restaurant, Beverage, or Food Provider Exhibitors** – Food and beverage exhibitors are required to provide a minimum of 500 samples to be given out free of charge during the Expo. Exhibitors accepting these terms and conditions will be required to turn in all valid food licensing certificates and follow all health department protocol given to them. If the Chamber feels that the Exhibitor does not comply with the above requirements the Chamber shall reserve the right to refuse payment.
6. **Indemnification and Release** - Exhibitor shall pay all costs and expenses arising from, and hereby expressly releases the Chamber and the rented event facility from any and all liability for, any injury, damage, or loss to any person or property which may arise from Exhibitor's rental and occupation of exhibit booth space at the Expo. Exhibitor further hereby agrees to hold and save the Chamber and the rented event facility harmless from any loss or damage arising out of or in connection therewith, including, without limitation, the damaging or defacing by Exhibitor, its employees, agent or guest, or Exhibitor's booth space and/or its surrounding area or any other damage to the Expo premises or exhibit equipment or fixtures provided by the Chamber. In such event, Exhibitor shall pay to the Chamber such sum as is required to repair, replace, or restore to original condition the damaged or defaced item or premises. Exhibitor shall, at its own cost and expense, obtain all necessary insurance coverage to enable it to meet its foregoing obligations. **EXHIBITOR FURTHER RELEASES AND DISCHARGES THE CHAMBER AND THE RENTED EVENT FACILITY FROM ANY AND ALL LIABILITY FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY THAT EXHIBITOR MAY SUSTAIN WHILE PARTICIPATING IN THE EXPO.**
7. **Non-Waiver** - The failure of the Chamber to enforce at any time any of the provisions of these General Terms and Conditions, the Exhibitor Contract or any Appendix thereto ( the "Agreement"), or to exercise any of its rights in respect hereto, shall not be considered to be a waiver of any such provision or right or in any event affect the validity of the Agreement, and shall not preclude the Chamber or prejudice it from enforcing or exercising the same or any other rights it may have under the Agreement, irrespective of any previous action or proceeding taken by it hereunder.
8. **Notices** - All notices or any other communications which either party desires or is required under this agreement shall be addressed to the contact person indicated and at the address given for such person
9. **Interpretation of Agreement** - The Chamber shall have the sole and absolute discretion to make and implement any reasonable interpretations of the provisions of the Agreement as may appear necessary or in the best interests of the Expo and/or Expo spectators and Exhibitor hereby agrees to abide by any and all such reasonable interpretations made by the Chamber immediately upon receiving notice thereof from the Chamber.

## **2022 BUSINESS EXPO EQUIPMENT**

### *Appendix II to Exhibitor Contract*

The equipment the Chamber has agreed to provide to the Exhibitor as well as the equipment the Chamber has agreed to provide for an additional price are Appendix II to the Exhibitor Contract between the Chamber and Exhibitor, together with all of the Appendices thereto, and are incorporated into the Exhibitor Contract.

#### Booth Rental includes:

- One (1) 2'X6' standard booth table
- Two (2) folding chairs
- One (1) waste receptacle
- Floor plan/exhibit layout in vendor packet

#### Additional Price:

- Electricity: ..... \$50.00
- Electronic (PDF) List of Attendees: ..... \$50.00
- Extra Table: ..... \$25.00
- Tablecloth: ..... \$10.00

**CHAMBER USE ONLY**

\_\_\_\_Booth Number \_\_\_\_ Total Due \_\_\_\_ Paid \_\_\_\_ Paid Date \_\_\_\_ Food Licensing

Notes:

**2022 BUSINESS EXPO CONTRACT**

**EXHIBITOR:** Completion of form indicates agreement to and compliance with contract and all terms and conditions.

BUSINESS NAME

BUSINESS ADDRESS

PRIMARY CONTACT (DAY OF EXPO)

CELL PHONE NUMBER

EMAIL ADDRESS

OFFICE PHONE NUMBER

SIGNATURE OF EXHIBITOR

TITLE

PRINTED NAME

DATE

<b>BOOTH TYPE (# AVAILABLE)<sup>1</sup></b>	<b>CHAMBER MEMBER PRICING<sup>2</sup></b>	<b>NON-MEMBER PRICING<sup>3</sup></b>	<b>ADDITIONAL ITEMS</b> <i>*Check all that apply</i>	
Stage Booth	\$1500	N/A	Electricity	\$50
End Cap	\$800	N/A	List of Attendees	\$50
Premier Booth	\$450	N/A	Extra Table	\$25
General Booth	\$350	\$550	Table Cloth	\$10
Restaurant Booth <sup>4</sup>	\$150			
Hospitality Suite Sponsor	\$300 + food cost (includes booth)		<b>Early Bird Discount</b>	<b>-\$50</b>

TOTAL \$ \_\_\_\_\_

*please fill in correct total*

<sup>1</sup> General, Premier and Restaurant Booths are 8'x8', End Cap Booths are 8'x16'.

<sup>2</sup> A \$50 early bird discount is available for member contracts received on or before June 14, 2022 for End Cap, Premier, General & Restaurant Booths.

<sup>3</sup> Booth space for non-members is subject to availability. Chamber members will receive priority.

<sup>4</sup> Restaurant booths must provide 500 food samples.