

## IDDBA Rules & Regulations

Exhibit rules and regulations have been formulated in the best interest of all exhibitors. Regulations are a part of the agreement between the exhibitor, your agents, IDDBA and IDDBA's contractor and/or agents. Regulations outlined in this document, the exhibitor service kit and on-line rules and regulations are all part of the contract between the exhibitor/their agents and IDDBA. Any failure on the part of the exhibitor/their agents to comply with the regulations represents a default and termination of the contract. The exhibitor will forfeit the amount paid for space rental regardless of whether or not the space is re-sold.

Any matters not specifically covered are subject to decision by the IDDBA. The IDDBA reserves the right to make such changes, amendments, and additions to the rules at any time it considers appropriate. Signature on the exhibitor application and payment constitutes company agreement to abide by IDDBA rules and regulations.

### **Booth Assignment**

- Assignments will be based on the date of receipt of the application and check. Space WILL NOT be assigned until the signed application and full payment are received in the IDDBA office.
- IDDBA reserves the right to make any changes to exhibit space or the floor plan at any time.

### **Exhibitor Service Kit**

- Shipped to each exhibiting company in March
- Additional copies for EAC's are available. A request can be made on the EAC notification form, which must be sent to IDDBA by the deadline date.

### **Exhibitor Eligibility (also see Subletting)**

- Companies that are source suppliers of dairy, deli or bakery products or "front of the house" equipment are eligible to participate in this event.
- Brokers are eligible to exhibit their own services, but not those of their clients or principles.
- Exhibitor must show goods manufactured or sold/distributed by them in the regular course of business. These items must be found on the exhibitor's Website, print pieces and pricing information. Only these items may be listed in the show program.
- Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in an exhibitor's display.
- IDDBA Show Management reserves the right to approve or reject any exhibit space application and to make any changes at any time to the exhibit space assignment or the floor plan.
- IDDBA Show Management reserves the right to refuse services to any company or individual, for any reason, at any time.

### **Exhibitor Responsibility**

- The signature on the application and payment constitutes company agreement to abide by the cancellation policy and all rules and regulations (IDDBA, GES, George R. Brown Convention Center, Health Department, Fire Department officials, regulatory agencies, etc.).
- Exhibitors must take all necessary precautions to protect property and personnel in the exhibit hall, comply with all sanitation/food safety rules and fire regulations.
- Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention regulations, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility of the exhibitor.

### **Failure to Hold Exposition**

If, for any reason, IDDBA's Dairy-Deli-Bake 2010 is cancelled or deferred, or any contingency prevents the holding of the show, the exhibitor/their agents waive all claims for damages or recovery of payments made.

### **Uncontrollable Eventualities**

The International Dairy-Deli-Bakery Association™, George R. Brown Convention Center, GES Exposition Services®, and their subcontractors do not guarantee or insure exhibitors against damage or loss by fire, water, storm, weather, strikes, earthquakes, acts of war, acts of God, terrorism, or any other contingency.

### **Indemnification**

The exhibitor will indemnify and hold harmless the International Dairy-Deli-Bakery Association™, the George R. Brown Convention Center (GRBCC) and GES Exposition Services®, their agents and subcontractors from any and all damages and liability for anything whatsoever arising from or out of the occupancy of space by the exhibitor or the exhibitor's agents or employees, and from any loss or damage arising from any fault or negligence by the exhibitor, or the above named groups, or any failure on the exhibitor's part to comply with any of the covenants, terms, and conditions herein contained, or otherwise, whether or not it be caused by or due to the failure of the above named or their agents or employees to perform any of these covenants herein, expressed or implied.

Any reference to the George R. Brown Convention Center or GRBCC in this document also includes all governing agencies in Houston, TX.

### **Liability**

It is expressly agreed that the International Dairy-Deli-Bakery Association™, the George R. Brown Convention Center, GES Exposition Services, and subcontractors for the above mentioned organizations will not be liable for any injury, profit loss, or loss of or damage to goods or property (including refrigerated or frozen product) of exhibitors on consignment, or otherwise, prior to, during or subsequent to the time of exhibiting, for any reason.

Exhibitors are responsible at all times for their own property, personal safety, actions, product liability, booth security, and adequate insurance, before, during, and after the event.

### **Subletting of Exhibit Space**

- Subletting is not permitted; no exhibiting company shall sublet or share its exhibit space with another business, division, or firm.
- Booth space is to be used solely by the company whose name appears on the exhibit application/ contract and it is agreed that the applicant will not assign, or apportion the whole or any part of the space allotted.
- Only one company or division may exhibit per 10'x10' of booth space rented.
- IDDBA reserves the right to refuse service, exhibit space, registration, and/or admission to any person or company, at any time.

### **Cancellation or Downsizing Policy**

Any request to cancel or downsize booth space and/or request for refund/credit due to an exhibiting company's cancellation of booth space must be submitted to IDDBA in writing.

- If the request to cancel or downsize is received before January 15, 2010, 90% of the booth fee will be refunded.
- If the request to cancel or downsize is received between January 15, 2010 and February 15, 2010, 50% of the booth fee will be refunded, even if space is resold.
- No refund or credit will be made if the request to cancel or downsize is received after February 15, 2010, even if the space is resold.

The cancelling exhibitor waives any claims and IDDBA assumes no responsibility for having included the name, address, telephone, fax and Web address of the cancelled exhibitor, product description, product categories in the show program, brochures, press releases, advertisements, or other materials concerning the show, regardless of when IDDBA received written notice of the cancellation.