



Arlington Park Racetrack
Arlington Heights, IL
November 13 & 14, 2010

Contractual Terms and Conditions

- 1. CONTRACT** – This application, properly executed by Exhibitor shall upon written acceptance by Great American Cooking Expo (GACE) constitute a valid and binding contract. GACE has sole discretion as to exhibitor participation.
- 2. SPACE ASSIGNMENTS** – GACE shall use its best efforts to locate the Booth in an acceptable area and to provide physical separation from competitors. Notwithstanding the above, GACE reserves the right to change Booth location assignments as it deems necessary.
- 3. TYPES OF EXHIBITS** – Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event. Interpretation to the meaning and intent of this restriction shall be the sole prerogative of GACE. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in such schedule. Sales of food packaged goods at the Event is permitted and encouraged. Alcohol packaged goods can be sold as orders ONLY. No alcohol packaged goods can be exchanged at venue location.
- 4. EXHIBIT SPACE RENTAL RATES** – Exhibit space rental inside or outside the Venue, if applicable, includes only what is described in the registration form.
- 5. EQUIPMENT** – Booth equipment included with exhibit space rental and provided by Exhibitor or Venue shall be returned at the end of the Event, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment. If equipment is returned damaged, Exhibitor shall reimburse equipment provider for amount of damage.
- 6. EXCLUSION** – GACE shall have the right to exclude or to require modification of any Booth display or demonstration, which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the exposition. GACE shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.
- 7. ASSIGNMENT AND SUBLEASE** – Exhibitor shall not sublet the Booth or any equipment provided by GACE, nor shall Exhibitor assign this lease in whole or in part without prior written approval from GACE. Any successor or assignee of Exhibitor shall have no right to exhibit without the express written consent of the management in its sole discretion.
- 8. DEMONSTRATIONS** – No demonstrations or solicitations shall be permitted outside of Exhibitor's Booth, and no signs or placards may be displayed on persons or otherwise outside such Booth without the prior written consent of GACE.
- 9. COMPLIANCE** – Exhibitor assumes all responsibility for compliance with all pertinent ordinances, permits, regulations and codes of duly authorized Local, State and federal governing bodies concerning rules and regulations and the display rules and regulations issued by GACE and/or Venue.



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10. CANCELLATION OR POSTPONEMENT OF EXPOSITION – In the event that the Event is postponed due to any occurrence not occasioned by the willful or negligent conduct of GACE or Exhibitor, whether such occurrence by an Act of God or the common enemy or the result of war, riot, terrorist act, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, 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 the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be refunded to Exhibitor, less a pro rata share of expense actually incurred by GACE in connection with the Event. GACE shall not be liable for any loss or damage to Exhibitor which may be caused by or associated with any postponement or cancellation of the Event.

11. LIABILITY – This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between GACE and Exhibitor. Exhibitor shall indemnify, defend, and hold harmless GACE, its parent corporation, Venue, their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach by Exhibitor of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of Exhibitor to comply with any applicable laws, statutes, ordinances; regulations or rules and regulations of the Venue; (c) any act or omission or negligence of Exhibitor or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against GACE and/or Venue as a result of or in connection with Exhibitor's Booth which claim does not result from the gross negligence of GACE or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by Exhibitor for publication in a publication owned by GACE or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any product of Exhibitor's sold or provided as samples to third parties by Exhibitor or by GACE as par of such party's responsibilities under this Agreement. The foregoing indemnities shall survive the termination of this Agreement.

12. SECURITY/INSURANCE – Each exhibitor is required to have A Certificate of Liability Insurance naming The Great American Cooking Expo and its affiliates as additionally insured and to include Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

13. UNIONS – Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with Venue or with authorized contractors employed by GACE.

I hereby declare that I have read, understood, and agree to be bound by the foregoing.

GACE
BY _____

(EXHIBITOR)
BY _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____