

2024 CABDA Midwest Bicycle Expo

Exhibitor Terms and Conditions

All exhibits and exhibitors are subject to the following terms and conditions. The word "Management" refers to CABDA Expo, LLC acting through its officers and agents. The words "Exhibition", "Show" "Event" and "Expo" refer to CABDA East Bicycle Expo. "Site", "Venue", and "Facility" refers to the properties at which the Expo is taking place as detailed on the Exhibitor Information Website. And "Premises" refers to the space used by the Exhibitor (i.e. the exhibit booth).

1. Eligibility, Payment, Pricing, and Cancellation:

a) Exhibitor's participation in the Event is contingent upon Exhibitor paying in full the applicable fees set forth in the application.

b) All prices are in U.S. Dollars. Booths are sold in 100 sq foot (10'x10') sections. Corner locations (when available) will also be charged a \$150 fee per corner. Discounts are available for early registration, exhibitor booth size, and for exhibitors participating in all three expos. Cancellation at one of these events will result in the full booth pricing being applied for the remaining events. Likewise, an exhibitor's failure to make timely deposits or final payments by the applicable due dates will result in the removal of these discounts.

i.) Booth fee includes Pipe and Drape (8' back wall and 3' side walls), standard listing in both printed and digital show programs, and a printed sign displaying booth number. Booth furniture, carpet, and electric are not included.

ii.) Booths come with three (3) exhibitor badges per 10x10 booth. Example: 10x20 booth includes 6 passes, 20x20 booth includes 12 passes. Additional exhibitor badges may be purchased.

iii.) Additional fees may apply to displays requiring vehicle spotting, sign/banner rigging, and/or water/compressed-air line installation.

iv.) Individual booths cannot be shared or subdivided between companies without prior approval of Management. Booth split fees may apply.

c) All booth cancellations must be made in writing to CABDA Expo Management. Cancellation fees will be calculated based on the date of exhibitor's written notice.

i.) If cancellation occurs from date of contract signing until 90 days prior to the event, exhibitor will receive 100% refund of booth fees paid.

ii.) If cancellation occurs between 90 days and 60 days prior to the event, exhibitor will receive 75% refund of booth fees paid.

iii.) If cancellation occurs between 60 days and 30 days prior to the event, exhibitor will receive 50% refund of booth fees paid.

iv.) If cancellation occurs within 30 days of event, exhibitor will not receive a refund.

d.) All Exhibitor registrations must include a 50% deposit within 14 days of invoicing. The remainder of the booth fees must be paid by December 11th, 2023. After that date, booth space reserved, but not fully paid, will not be guaranteed. Add-ons and Sponsorships are 100% payable upon receipt and are nonrefundable.

e.) Management has the sole discretion to determine the eligibility of any person to participate in the Expo and the decision of management is final and binding.

f.) In the event that Management cancels the Expo, the Exhibitor will have no right to compensation for any losses or costs related to cancellation, other than booth deposits and booth fees.

i.) In the event of Expo postponement due to government regulation pertaining to epidemic, pandemic, or other public health reasons, Management will transfer all deposits and monies paid to an event held at the earliest possible date when the Expo can be held safely.

ii.) In the event of such postponement, no additional fees, surcharges, or price increases will be applied to Exhibitor's Booth.

g.) Exhibitor agrees to provide timely responses to management requests for sponsorship deliverables: graphics, copywriting, logos, etc.

h.) Management reserves the right to alter the location(s) of booth(s) based on the general appearance and overall planning of the Exhibition. All signs and fixtures hung from rafters and/or ceiling must be placed by Convention Center staff. Additional fees may apply.

i.) All Internet orders, electrical wiring and outlets, and sign hanging/rigging, shall be at the Exhibitor's expense. These services must be booked directly through our official show provider.

j.) Drayage service is available through our show providers; however, exhibitors may unload and hand-carry their booth materials. Please use designated loading zones. Please not that personal pallet-jacks may not be used.

2. Insurance & Indemnity:

a) Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, pandemic, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to such property including any subrogation claims by its insurer.

Neither Management nor the Event Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Management nor the Event Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

b) Any exhibitor using the services of an independent company assumes all liability for the acts of that company during the event. Please use appropriate third-party contractor forms located in Exhibitor Kit.

c) Exhibitors are required to supply Management with proof of insurance before applicable deadline. Exhibitors will not be allowed to load-in to their assigned premises without proof of insurance.

3. Exhibits:

a) The Exhibitors Premises will be arranged in a manner that does not interfere with other Premises, and Management has the sole discretion of determining interference.

b) Aisles cannot be blocked. If demonstrations or participatory events are planned, exhibit space must be adequate to contain consumers involved.

c) Balloons, stick on badges, labels, bumper stickers, and spray painting are strictly prohibited.

d) Management reserves the right to restrict or remove any exhibit that Management, in its sole discretion, believes is objectionable or inappropriate.

e) All materials used for display of any kind must be flame-proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. Exhibitor shall not bring or permit in the Event Facility any flammable, explosive, dangerous or volatile material or material under high pressure, including weapons, gasoline, kerosene, acetylene, propane or other fuels or combustibles.

4. Exhibitor Responsibilities:

a) Permit Management to enter and inspect the Premises.

b) Comply with all laws pertaining to the Exhibition and the Premises

c) The Exhibitor agrees to supply their tax ID number on their application if they intend to sell merchandise at the show.

d) Conduct and manage his/her business in an orderly, lawful and professional manner so that no act or thing is done on the Premises which may cause damage, distress or annoyance to Management or members of the public.

e) Provide qualified personnel to staff the Premises at all times during the Expo schedule.

f) Exhibitor agrees that no display will be dismantled or goods removed during the Event, but will remain intact until the end of the final closing hour on the Event Day.

g) Exhibitor agrees to remove its display and equipment from the Event Facility by the end of the Event Date, and in event of a failure to do so, or failure to return the allocated space to the same condition as proved, the Exhibitor agrees to pay for any additional costs and expenses incurred.

h) By exhibiting at the Event, Exhibitor grants to Management a fully paid, non-exclusive license to use, display and reproduce the name, trade names, logos, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in promotional materials. Management may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use these photographs for event promotional purposes.

i) Exhibitor agrees to provide approved company content (including but not limited to graphics, logos, videos, product descriptions, etc) to Management in accordance with the submission deadlines listed on the Exhibitor Guide. Failure to provide materials in time, may result in Exhibitors omission from Event Publications and digital, physical, and/or printed marketing materials.

j) Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

5. Additional Terms and Conditions

a) **Governing Law.** This contract is governed by the laws of the State of Illinois as applied to contracts entered into and entirely performed within that State by residents of that State. The federal and state courts located in the State of Illinois shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction in any matter brought in accordance with the foregoing.

b) **Taxes and Licenses.** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

c) **Failure to Occupy Space.** Absent advance notification to Management, any space not occupied by the time the show opens shall be deemed forfeited by exhibitor and pursuant to the cancellation policy above, no refund shall be paid. Show Management may reassign such space, at its discretion, without any obligation to exhibitor.

d) **Unauthorized Promotion or Sales Schemes.** To protect Exhibitors from third-party suitcasing, Management does not authorize any non-exhibiting firm or individual to solicit business at the Event. If observed, the names of any individuals or firms doing so should be promptly reported to Management for removal from the event.

e) **Construction and Interpretation.** If a provision of this Contract (or the application of it) is held by a court to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Contract, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Contract records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties.