



**AAA Travel and Cruise Expo
Charleston Marriott
February 8, 2015**

TIME Exhibitor Terms & Conditions

- 1. Management and Exhibitor:** The term “Event Management” as used herein shall define the personnel, its agents and event partners, including but not limited to Travel Industry Marketing and Events, LLC acting on behalf of, or in concert with Management to produce this event. The term “Exhibitor” shall define the company and its personnel and Agents participating in the event. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.
- 2. Assignment and Location of Exhibits:** Table/Location assignments will be made solely at the discretion of event management. Every effort will be made to honor specific location requests in the venue.
- 3. Payment Policy:** Payments are made to Travel Industry Marketing and Events, LLC and due upon receipt of Exhibitor Application. Payment can be made with credit card or Supplier check. Please see the Exhibitor Application for online enrollment and payment.
- 4. Cancellation Policy:** In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing, by certified mail, and will be obligated to pay the following amounts: for cancellations received prior to November 15, 2015 a 25% cancellation fee will apply; cancellations made between November 15, 2014 and December 31, 2014 a cancellation fee of 50% of the event fees will apply. No refunds for cancellations after January 1, 2015. If for any reason, due to fault of its own, Travel Industry Marketing and Events, LLC or AAA Vacations cancels the 2015 AAA Travel and Cruise Expo, and provided Exhibitor is not in default of this Contract, TIME shall refund to the Exhibitor all exhibit space fees paid to date under this Contract by Exhibitor. Event Management reserves the right to reject or to revoke the acceptance of any Exhibitor at any time in its sole discretion.
- 5. Default in Occupancy:** Any Exhibitor failing to occupy space for which it contracted is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied by one-half hour prior to the tradeshow opening, such space may be possessed by TIME management for such purposes as it may see fit, in which case the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by TIME management shall not be deemed as waiver with respect to such provision after demand by TIME management for strict performance of this agreement.

6. **Display Specifications:** Exhibitor will be provided with a single six-foot (6') table for brochures and tabletop displays. Table size may be adjusted to accommodate demand for exhibit space. Larger, pop-up or back-wall displays may be accommodated only with the approval of TIME and subject to space limitations. No signs or any part of display shall be set up so as to block off or otherwise interfere with any other Exhibitor or display.

7. **Sub-Leasing:** All demonstrations or other promotional activities must be confined to the limits of the provided space. (a) Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries, and sister corporations, when approved in writing in advance by Event Management, Exhibit shall not assign, sublet or share the space allotted. (b) Any firm or organization not assigned exhibit area.

8. **Phone/Electricity/Internet:** If available phone lines, Internet access, and electricity may be provided at additional charge by the host facility. It is the responsibility of the Exhibitor to make arrangements directly with the host facility. However; even if the host facility makes phone lines, Internet access, or electricity available; TIME cannot guarantee that the Exhibitor's table will have access to them.

9. **Seminars:** A limited number of seminars are available prior to and following the scheduled trade shows at additional cost. The contracted rate to hold a seminar includes a designated location and theater seating for up to 50 attendees. Expenses for any additional arrangements that are charged by the venue related to the seminar are the seminar provider's responsibility. A screen, cart/table, speakers and LCD projector will be provided.

10. **Door Prizes:** Exhibitors are encouraged and welcomed to provide a Door Prize to be drawn during the Supplier Spotlight/Presentations. Exhibitors are not eligible for door prizes.

11. **Marketing:** The names Travel Industry Marketing and Events, LLC, TIME, TIMEEvents or TIMEEvents.net owned by Travel Industry Marketing and Events, LLC and may not be used without their express written authorization. Any use of the Travel Industry Marketing and Events name or logo in exhibitor promotions requires approval of Travel Industry Marketing and Events, LLC in advance. Such approval shall not be unreasonably withheld.

12. **Event Set Up and Tear Down:** All Exhibitors must be set-up one-half hour prior to the opening of the event. All exhibits must be removed from the facility at the conclusion of the event. No displays are to be dismantled prior to the official closing of the event. All shipments of materials must be sent in accordance with Exhibitor information instructions. Exhibitor is liable for all storage and handling charges resulting from failure to remove exhibit materials as and when required. All costs for freight movement and/or storage, set-up/tear down and shipment charges are the Exhibitor's.

13. **Shipments/Freight:** If you wish to ship brochures, materials, etc. they should arrive no earlier than 3 days prior to the event. Please mark "Hold for 'Your Name' Arrival on Date ??/??/201?", "Travel Industry Marketing and Events Show". Storage costs may be charged by the hotel/venue. Any charges are the responsibility of the Exhibitor. *TIME* cannot take responsibility for lost shipments. Exhibitors are responsible to assure shipment arrives in time and at the correct location.

14. Liability and Insurance: Event Management, individual venues and/or their agents and employees, shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, its employees or representatives. Furthermore, Event Management, individual venues, their agents and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agent or attendees. Exhibitor shall indemnify and hold harmless Event Management and individual venues from all liability which might ensue from any cause whatsoever, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Event Management and individual venues, its co-sponsors, and contractors from any and all claims which may arise in connection with the installation, operation and dismantling of the Exhibitor's display.

15. Care of Building and Equipment: Exhibitors or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damages appear, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof, electrical wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulation, fire laws, electrical codes and other laws of the city in which the exhibition is located, and of any other governmental authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and disassemble of the exhibit. Combustible materials or explosives are not permitted in any venue and Event Management with respect to the installation, conduct, and dis-assembly of its exhibit.

16. Compliance: Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirement of the American with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have been met, including issues related to facility services. Exhibitor is solely responsible to obtain all necessary permits and tax forms, including submitting any taxes or fees required by local, state or federal authorities.

17. Email Privacy Policy: We respect your time and attention by controlling the frequency of our mailings. We will never share, sell, or rent individual personal information with anyone without your permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you regarding this event or sending you emails based on your request for information and to contracted service providers for purposes of providing services relating to this event. Each email sent contains an easy, automated way for you to cease receiving email from us. If you wish to do this, simply follow the instruction at the end of any email.

18. Force Majeure: Upon notice to an Exhibitor, TIME reserves the right to change the date, time and/or location of the shows. In the event that the program has been modified, the Exhibitor agrees to continue their participation in the program per the terms and conditions noted here.

19. Miscellaneous: Each Exhibitor, for itself and its employees, agrees to abide by this agreement and any amendment thereto, and cannot be assigned without the prior written consent of Event Management. Exhibitor further acknowledges that Event Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives, without giving cause. If any provision of this Contract is held invalid or unenforceable under applicable law, such provision

shall be ineffective, without invalidating the remaining provisions hereof. Although Event Management and Exhibitor each do business in various state jurisdictions, this contract shall be governed, construed and enforced in accordance with the laws of the State of North Carolina and its courts. In the event that it shall be necessary for Event Management to bring suit to enforce any or its rights hereunder, Event Management shall be entitled to recover all costs of such suits including reasonable attorney's fee.