



## 2010 Exhibit Space Application

Standard Rates

March 14-16, 2010

Boston Convention and Exhibition Center ~ Hall C  
Boston, MA USA

### 1 MAILING ADDRESS

Company Name: \_\_\_\_\_

Street/PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Person in Charge of Exhibit: \_\_\_\_\_

Contact Email: \_\_\_\_\_

#### What do you plan to exhibit?

(Please list your product or service)

\_\_\_\_\_

#### BILLING ADDRESS (if different from above)

Company Name: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Street/PO Box: \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

### 2 DEPOSIT

A deposit equaling 50% of the total cost of exhibit space must accompany this application. The balance must be paid by September 4, 2009. Applications received on or after September 4, 2009 must be accompanied by full payment.

#### CANCELLATION POLICY

Diversified Business Communications (DBC) must receive all cancellations in writing. Written notice of cancellation may be provided by mail, fax or e-mail to Diversified Business Communications, PO Box 7437, 121 Free Street, Portland, ME 04112-7437. Cancellations received by DBC on or before September 4, 2009 shall be subject to a cancellation fee equal to 50% of the total cost of cancelled space. Cancellations received by DBC after September 4, 2009 are subject to a cancellation fee equal to 100% of the total cost of cancelled space. If space is reduced, the net reduction will be treated as a cancellation of that space. The Exhibitor acknowledges and agrees that DBC shall be entitled to retain the payments described above with respect to any cancellation by the Exhibitor. All outstanding cancellation fees are payable immediately upon cancellation.

### 3 PAYMENT TERMS

- 1.) 50% deposit due with exhibit space application
- 2.) 50% due on or before September 4, 2009

#### PAYMENT METHOD ~ ALL PAYMENTS MUST BE IN U.S. DOLLARS

**Check or Money Order:** DRAWN on a USA Bank and in US DOLLARS ONLY

Made payable to New England Food Show

P.O. Box 3421 ~ Boston, MA USA 02241-3421

**Wire Transfer:** Instructions will be available on invoices and statements

#### REMITTANCE CHECKLIST

- Booth Deposit
- Completed & signed contract (retain copy for your records)
- Co-Exhibitor Application (if applicable)

### 4 EXHIBITOR BOOTH RATE

Cost per Square Foot (100-399 sf) ..... \$28.00

Cost per Square Foot (400-799 sf) ..... \$27.50

Cost per Square Foot (800 + sf) ..... \$27.10

Corner Fees ..... \$125.00

### 5 BOOTH PREFERENCES

We do not wish to be located adjacent or directly across from these companies:

List company name(s) \_\_\_\_\_

1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  4<sup>th</sup>

Total sqft (100-399) \_\_\_\_\_ x \$28.00/sqft = Total \$ \_\_\_\_\_

Total sqft (400-799) \_\_\_\_\_ x \$27.50/sqft = Total \$ \_\_\_\_\_

Total sqft (800 +) \_\_\_\_\_ x \$27.10/sqft = Total \$ \_\_\_\_\_

No. of Open Corners \_\_\_\_\_ x \$125.00 = Total \$ \_\_\_\_\_

**Total Booth Costs = Total \$ \_\_\_\_\_**

### 6 BRANDING OPPORTUNITIES

#### Show Buyer's Guide Advertising

	4/C	B/W
Full Page*	\$850	\$525
1/2 Page *	\$575	\$395
Logo Listing	N/A	\$150
Shaded Listing	N/A	\$100

\*NOTE: This document serves as your official insertion order for Show Buyer's Guide advertising space.

#### Check if interested in any of the following:

- Other Branding Opportunities  
(ie. Bags, Lanyards, Back of Badge, Registration Area)
- Lists Rentals

### 7 AUTHORIZATION

We agree to abide by all Conditions, Rules and Regulations Governing the New England Food Show included with this application. We understand that acceptance of this application by show management constitutes a legal and binding contract.

Contract must be signed & sent with deposit to secure booth.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### 8 SHOW ADMINISTRATION USE ONLY

Booth Assigned \_\_\_\_\_ Dimensions \_\_\_\_\_

Corners \_\_\_\_\_ Rate \_\_\_\_\_ SF \_\_\_\_\_

**CONDITIONS, RULES AND REGULATIONS COVERING THE NEW ENGLAND FOOD SHOW  
DIVERSIFIED BUSINESS COMMUNICATIONS, P.O. BOX 7437, PORTLAND, ME 04112-7437**

1. In these Regulations and Conditions, the term "Exhibitor" includes all employees of such, and any "co-exhibitor" and any employees of such, and the term "Exhibition" shall be deemed to mean New England Food Show. The term "Organizers" refers to Diversified Business Communications.
2. The Organizers reserve the right to refuse the application of any party whose product, service, or proposed exhibit is not in keeping with the character of the exhibition.
3. Exhibitor agrees to make payment for space as outlined on the face of this agreement. If payments for space are not made when due, the Organizers may, at their sole discretion, re-allocate space allotted to the Exhibitor.
4. The Organizers shall have full power to determine in every respect the allocation of area and position of space.
5. Exhibitor shall occupy the space allotted to him no later than 5 P.M. on the day before the opening of the Exhibition. In the case of default, from any cause whatever, the Organizers shall have the right to re-let or otherwise deal with this space. Subletting of exhibit space is not permitted.
6. Exhibitor is responsible for the cost and erection of tables, counters, or other contrivances for displaying goods and for all support services including, but not limited to, such matters as cleaning, electricity, plumbing, and drayage.
7. While participating in the exhibition, Exhibitor agrees to comply with all applicable municipal, state and federal laws and with the provisions of any labor agreements, which might cover activities conducted within the exhibition facility, and with all Rules And Regulations of the Boston Convention & Exhibition Center. Exhibitor agrees to indemnify the Organizers against any claim, action, or loss occasioned by any breach thereof.
8. Prior to the opening of the Exhibition, the Organizers will provide the Exhibitor with a list of rules and regulations for participating in the Exhibition. Exhibitor agrees to adhere to these, and any other, rules and regulations that may be issued from time to time by the Organizers.
9. All materials used for the building, decorating, draping or covering of booths and/or stands must be non-flammable, or rendered so by being immersed in a fire-proofing solution. All exhibits are subject to inspection by the public safety authorities having jurisdiction over the exhibit facility and the Exhibitor agrees to comply with the ruling of said authorities on all matters.
10. Liability insurance of no less than \$1,000,000 property damage and personal injury, with Broad Form endorsement, naming Organizers as an additional insured, and requiring at least 30 days prior notice to Organizers of cancellation or material modification, must be obtained by Exhibitor at its own cost and expense. Exhibitor agrees to provide Organizers with certificates of insurance or duplicate policies no later than 90 days prior to opening, and with further evidence of insurance upon request. In no event shall Organizers be responsible for any loss of or damage to Exhibitor property occasioned by theft or other insurable casualty. Exhibitor shall obtain at its own cost and expense theft and casualty insurance in an amount equal to the value of Exhibitor's property and shall provide Organizers with proof of such insurance upon request. The Organizers assume no risk; and by the acceptance of this agreement, the Exhibitor expressly releases the Organizers of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor, and agrees to hold and save the Organizers harmless of and from any loss or damage (including but not limited to attorney's fees and other similar costs of defending claims or law suits brought against the Organizers) by reason thereof. The Exhibitor's duty to hold and save the Organizers harmless hereunder shall not be affected by any contention that the Organizers were negligent, and that such negligence was a contributing or proximate cause of the damage, injury or loss in question, unless and until a court of competent in a matter involving third party liability finds that the Organizers were guilty of negligence greater than that of the Exhibitors and that the Organizers' negligence proximately caused the damage, injury or loss in question.
11. In no event shall the Exhibitor have any claim for damages of any kind against the Organizers in respect to any loss or damage, direct or consequential, because of the prevention, postponement, or abandonment of the Exhibition, by reason of any of the events referred to in Condition 10, or otherwise if for any reason beyond the Organizers' control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition; and, in such an event, the Organizers shall be entitled to retain all sums paid by Exhibitors or such part thereof as the Organizers shall consider necessary. If, in the opinion of the Organizers, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall, or building, or in any other reasonable manner, the Exhibition can be carried through, this contract shall be binding upon the parties, except as to the size and position of exhibit space, which the Organizers may modify as they deem necessary under the circumstances.
12. The liability of Organizers to Exhibitor for all claims relating to the Exhibition or this application, in contract, tort, or otherwise, shall not exceed the amount of the fees paid to Organizers by Exhibitor in connection with this application. In no event shall Organizers be liable to Exhibitor for any consequential, indirect, special or incidental damages, even if Organizers have been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.
13. Exhibitor agrees to confine all selling and promotional activity to the space allotted by this contract and not to distribute printed matter or materials of any nature in the aisles, entrances, or exits.
14. Non-transferable passes of admission will be supplied to Exhibitors for distribution to their personnel. Exhibitors will not be admitted to the exhibit facility without such passes. The Organizers reserve the right to limit the number of passes issued to any Exhibitor.
15. The right to distribute and/or sell any article of food, drink, or tobacco is held by catering concessionaires authorized by the owner of the exhibit facility. No Exhibitor may sell, give away, or distribute any such article without the written consent of the Organizers. The foregoing should not be construed to prevent the Exhibitor from distributing product samples.
16. The Organizers accept no responsibility for breakdown or failure of any of the services provided for, or in connection with, the Exhibition.
17. The Organizers reserve the right to refuse any person, including any employee of an Exhibitor, admission to the Exhibition at their discretion. No person under the age of 18 will be admitted under any circumstance during any phase of the exhibition.
18. Without prejudice to the rights and remedies of the Organizers in respect to any breach of the Contract on the part of the Exhibitor, the Organizers may at their discretion allow the Exhibitor to withdraw from the exhibition subject to the following conditions:
  - (a) The Exhibitor must give written notice to the Organizers that he desires to withdraw. If the Organizers allow such withdrawal, they will notify the Exhibitor of their decision in writing;
  - (b) Any such notification by the Organizers to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organizers as outlined on the face of this contract;
  - (c) Upon payment of such amount to the Organizers by the Exhibitor, the Contract shall be cancelled and neither party shall have any further claim against the other.
19. The Organizers reserve the right to alter, add to, or amend any of these Regulations and Conditions. Should any question arise, whether or not provided for in these Regulations and Conditions, the decision of the Organizers shall be final. No alteration, addition, amendment or waiver to or of, these Regulations and Conditions shall operate to release any Exhibitor from this Contract.
20. The purpose of New England Food Show is to promote the sale and use of food products and related equipment and services. Exhibits must be consistent with this purpose and must adhere to the following standards:
  - (a) All exhibitors must promote the marketing of food products and related products or services.
  - (b) No exhibitor shall discourage or promote the limitation, use, distribution, or marketing of any food product or related product or service.
  - (c) Exhibitors may encourage or advance their own products, equipment or services. However, exhibitors shall not unfairly criticize the products or methods of any other exhibitor.
  - (d) No exhibitor shall directly or indirectly promote or advertise any idea or product, which is inconsistent with the stated purpose of this exhibition.
  - (e) No exhibitor shall infringe the copyrights, trademarks, or other intellectual property of any third person or unfairly compete with other exhibits.
  - (f) No exhibit shall have an undesirable or unreasonable deleterious effect upon another's exhibit.
  - (g) The organizers reserve the right to prohibit or remove any exhibit, which, in their sole discretion, detracts from the general character of the exhibition as a whole, or consists of products or services inconsistent with the purpose of the exhibition. The right to prohibit includes, but is not limited to such persons (dressed in a sexually aggressive or offensive manner), things, conduct, printed matter or anything of a character which the organizers, in their sole discretion, determine objectionable.
21. As an accommodation to Exhibitor, Organizers may list Exhibitor in a catalog prepared and distributed in connection with said New England Foodservice & Lodging Exposition and Conference. Organizers shall have no liability to Exhibitor for any errors or omissions contained in such catalog.
22. This agreement may be terminated by Organizers at any time on the breach of any of the conditions by the Exhibitor, or breach by the Exhibitor of any other contract he may have with Organizers or their affiliates, including failure to make payments when due pursuant to any such contract, and thereupon all Exhibitor's rights hereunder shall cease and terminate, and any payments made by him on account hereof prior to said termination shall be retained by Organizers as liquidated damages for such breach, and the Organizers may thereupon resell said space.
23. Approval of this contract is at the discretion of Organizers. Approval may be withheld, among other reasons for: (1) Poor credit history, including but not limited to past due amounts owing to Organizers or any affiliate of Organizers. (2) Violations of Conditions, Rules and Regulations of contract provisions in any previous Event conducted or sponsored by Organizers or their affiliates.
24. Termination of Exhibit. In the event that the premises in which the Exhibition is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, the Exhibition may be terminated or moved to another appropriate location at the sole discretion of Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this contract and/or the Exhibition (or any part thereof), then Management may retain such part of an Exhibitor's rental fee as shall be required to recompense Management for the expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party to the other. For purposes hereof, "cause or causes not reasonably within the control of Management" shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockade embargo, inclement weather, hurricane, tornado, governmental restraints, declaration of public emergency, strike, lockout, boycott or other labor disturbance, technical or other personnel failure, local, State, or Federal, ordinances, rules, orders, decrees, or regulations and/or any Act of God.