

Eastern Perishable Products Association, Inc.

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

<p><b>Primary Contact (person to receive all material):</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Telephone: (     ) _____</p> <p>Fax: (     ) _____</p> <p><b>*** REQUIRED ***</b></p> <p>Email: _____</p>	<p><b>Show Directory Information:</b> (How you want the Show Directory to read)</p> <p>Company Name: _____</p> <p>Main Contact: _____</p> <p>Additional Names: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Telephone: (     ) _____</p> <p>Fax: (     ) _____</p> <p>Email: _____</p> <p>Products: _____</p>
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**Pavilion Choice:**

Dairy;  Deli;  Bakery;  Seafood;  Meat;  Produce;  Equipment;  Services;  Other \_\_\_\_\_

**Booth Choices:** 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Number of 8'X10'Booths \_\_\_\_\_ Total Cost \$ \_\_\_\_\_ (see brochure for price list)

## \*\* IMPORTANT \*\* - PLEASE REVIEW

The above exhibitor hereby contracts for exhibit space at the Eastern Perishable Products Association's SHOW 'N SELL Exposition to be held at the Sheraton Meadowlands Hotel, 2 Meadowlands Plaza - East Rutherford, New Jersey 07073 on October 15, 2009. The booth size, rate and location have been indicated above.

**It is required that EPPA be listed as additional insured and certificate holder on your product liability insurance for the duration of the show. Please forward a certificate of product liability insurance with Eastern Perishable Products Assoc., Inc. listed as required by September 14, 2009.**

**Payment Policy:** An **\$1,500.00 deposit per each 8'x10' booth space** must be paid to reserve a booth assignment. A balance statement will be sent by May 15, 2009. **Booth assignments cannot be held unless a signed contract and deposit are received.**

**Cancellation Policy:**

- \* If booth space is canceled prior to **July 15, 2009** your payments are fully refunded.
- \* If booth space is canceled after **July 15<sup>th</sup>**, but prior to **August 15, 2009**, your Company will be responsible for paying 50% of the total space cost.
- \* For any cancellations after **August 15, 2009**, your Company is responsible for payment in full.

**BOOTHS MUST BE PAID IN FULL PRIOR TO BOOTH SET-UP**

Exhibitors are advised that no more than one company is permitted to exhibit in one booth. No shopping bags may be distributed during the show. All exhibitors must adhere to procedures and regulations established by the EPPA and its SHOW 'N SELL Exposition Committee, and the Sheraton Meadowlands Hotel. Please fill out the form completely and sign below (Retain a copy for your files). Please make check payable to: **Eastern Perishable Products Assn. (EPPA)** and mail all material to: **EPPA, 17 Park Street, Wanaque, NJ 07465.**

For further information, please contact the EPPA Office, **(973) 831-4100** or by E-mail: **eppa@eppainc.org**

*We have read and accept the above terms and Additional Contract Conditions, Terms, Rules and Regulations printed on the reverse side which are a part hereof and we agree to abide by all the rules and regulations of the EPPA.*

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_  
Please Print

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

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

**ADDITIONAL CONTRACT CONDITIONS, TERMS, RULES AND REGULATIONS  
THE EPPA SHOW 'N SELL MARKET PLACE • SEMINAR • EXHIBITION - Thursday, October 15, 2009**

The following terms and conditions shall apply to this agreement and are binding upon the parties hereto:

1. Space assignments will be made on a first-come first-served basis and only on receipt of a \$1,500. deposit per each 8' x 10' booth space. This amount is not refundable after August 15, 2009. EPPA reserves the right to alter the floor plan if necessary. The balance of gross space rental will become due or payable on or before September 25, 2009. If the Eastern Perishable Products Association, Inc. (otherwise known as "EPPA" and hereafter referred to as EPPA) Show is canceled by EPPA, EPPA shall reimburse space renters pro rata any amounts paid less all expenses that may have been incurred by EPPA. No cancellation of display space will be permitted after the acceptance of this contract by the Association except booth space canceled prior to May 15, 2009 - exhibitor will receive a full refund. Booth space canceled after May 15, 2009 - but prior to August 15, 2009- exhibitor will be responsible for 50% of the total space cost. Booth space canceled after August 15, 2009 - exhibitor will be liable for payment in full. EPPA reserves the right to reschedule the Show (see paragraph 13).
2. Cost of in line space includes, at no extra charge, an 8-foot high background curtain, a 33-inch high side rail curtain divider, an appropriate cardboard two-line identification sign bearing the title as it appears on the reverse side of this agreement, a table, wastepaper basket, full booth carpeting, nightly cleaning and drayage from the loading dock to your booth and back to the loading dock. Booth size is indicated on the official show floor plan, which is included and becomes a part of this agreement, as measured along the back dimension from the centers of the upright poles.
3. Exhibitors are not permitted to assign or sublet a booth or any part of the space allotted to them by this agreement. Nor shall they exhibit, or permit to be exhibited in their space, any merchandise or advertising materials which are not part of their company's regular products as described on the reverse side of this agreement.
4. Installations of exhibits must be done between 11:30 AM – 6:00 PM on October 14<sup>th</sup>. If any exhibit is not set-up and in order by 10 AM on October 15<sup>th</sup> show management reserves the right to assign that booth to another exhibitor or make such other use of the space as deemed necessary or appropriate with no refund eligible to the exhibitor. Set-up hours subject to change by show management.
5. Show hours are as follows: October 15, 2009 - 10 AM to 5 PM. Show hours are subject to change by show management.
6. Exhibits are to be kept intact until the closing of the show at 5 PM on October 15, 2009. It is also specifically noted that all exhibits must be removed by 9:00PM, October 15, 2009. It is also agreed that exhibit material not removed by this time and date will be declared abandoned and removed by show management at exhibitor's expense and disposed of at show management's discretion.
7. EPPA reserves the right to decline to permit an exhibitor to conduct and maintain an exhibit if, in the sole judgment of EPPA, said exhibitor or exhibit, or proposed exhibit, shall in any respect be deemed by EPPA unsuitable or deemed by EPPA to adversely affect the Show. This reservation is related to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, trademarks, product condition, and any other thing, without limitation.  
As related to in line booths, no part of the display along the side rail may be higher than the side rail height in the forward half of the booth. In the rear half of the booth, materials may exceed the side rail height, but must be no higher than 8 feet. The reverse side of any wing panels (sides of the exhibits extending from the back exhibit wall) must be draped or decorated.  
As related to bulk space or "island" installations, no portion of the exhibit may be above 12' in height without EPPA being provided a complete and detailed perspective drawing of the exhibit, with release absolving EPPA and sponsors of any responsibility for liability in the event of structural failure. Such release shall include a Certificate of Insurance naming EPPA as an additional insured for liability in the amount of \$1,000,000.00 in addition to the insurance required by Paragraph 15. Cost of such insurance shall be born by the individual exhibitor.
8. All exhibit decorations must be arranged for by the exhibitor at his own expense. No combustible decoration, such as crepe paper, tissue paper, cardboard, corrugated paper, etc., shall be used at any time. All packing containers, excelsior, wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All decorations must be flameproof and all materials and fluids which are inflammable are to be kept in safety containers in accordance with local fire department regulations.
9. All work in connection with the installation and dismantling of exhibits must be performed by appropriate union personnel in conformance with local union work rules where mandated.
10. Distribution of literature and souvenirs from booth to booth or in the aisles is forbidden. Exhibitors must confine their exhibit activities to their exhibit space.
11. It is specifically agreed and understood by the exhibitor that the exhibitor will confine its activities to conform to specifications set out for the exhibit hall by the general agreements between EPPA and the Sheraton Meadowlands Hotel and also specifications for the exhibit hall and the directions of the Fire Marshall's office for exhibits within the hall.
12. Exhibitor agrees to indemnify, defend, save and hold the EPPA and the Sheraton Meadowlands Hotel and all their agents and employees (hereinafter collectively called "indemnitees") forever harmless from any claims, causes of action, losses, liabilities or damages, expenses (including reasonable attorney's fees) or charges arising out of or relating to (i) violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and save; (ii) accident or bodily injury or other occurrence to any person or persons, including the exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the hotel, or any part thereof; (iii) any uses, activities, actions or products of the exhibitor. Watchmen will be furnished, but the furnishing of such watchmen will not be deemed to affect the non-liability of this section of the agreement. If insurance is desired, it must be secured by the exhibitor. It is recommended that exhibitors take individual precautionary measures such as securing easily transportable articles of value and their removal to a place of safekeeping after exhibit hours or while the booth is not manned. It is further agreed that all material brought by the exhibitor is the responsibility of the exhibitor and that EPPA hereby disclaims all responsibility for these articles. The parties hereto acknowledge that the foregoing disclaimer of liability has been negotiated between the parties and is reflected in the charges applicable to this agreement. EPPA, its contractors and the Sheraton Meadowlands Hotel Center will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: by reason of the building being destroyed by fire, act of God, public enemy, strikes, the authority of law, or any cause beyond their control. This agreement is subject to the terms and conditions of the agreement between EPPA and the Sheraton Meadowlands Hotel.
13. In the event of the postponement of the show for any cause, it is agreed that show management shall have a period of 120 days from the postponement date to reschedule and reproduce the show. If the show is rescheduled and reproduced within this period, it is agreed that all aspects of this agreement remain intact and that exhibitor will reschedule his exhibit in order to participate in the rescheduled exposition.
14. It is specifically agreed that EPPA has the right to amend or alter the terms and conditions of this agreement from time to time as need arises provided EPPA gives 5 days notice by fax, e-mail or otherwise to the exhibitor. Each exhibitor, for himself, his agents and employees, agrees to abide by these Contract Conditions Rules & Regulations as now or hereafter published by EPPA and noted herein and any future alterations or modifications as described by this paragraph.
15. Exhibitors shall maintain general and product liability insurance (not less than \$1,000,000.00 per occurrence) insuring the EPPA, and their officers, directors, agents and employees for the 2009 Show 'N Sell Market Place Seminar & Exhibition and a Certificate of Insurance naming EPPA as additional insured shall be forwarded to the EPPA.
16. The exhibitor agrees not to sponsor and/or conduct private shows, meetings with or without merchandise, entertainment functions with or without food, seminars, forums, during Show hours, anywhere in the city in which the Show is being held.
17. Exhibitors shall not be permitted to use any other space in the Convention Center at any time for sales, exhibit, entertainment or meeting purposes, except by consent of the EPPA.
18. Nothing shall be posted on or tacked, nailed or screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor.
19. The use of sound amplifiers, wire recordings, records or similar devices is prohibited.
20. In case of any violation of the terms or conditions of these Contract Terms, Conditions, Rules and Regulations on the part of the Exhibitor, right is hereby given the EPPA to terminate this contract, to occupy space at its option, and the EPPA may re-enter and take possession of space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk and the Exhibitor shall pay all of such expense arising out of said termination and re-entry, and forfeit all monies paid or due to the EPPA on account thereof.
21. The interpretation and application of these Rules and Regulations is subject to the final and exclusive judgment of the EPPA. These Rules are subject to revision by EPPA and all points not covered are subject to its decision.
22. It is agreed that all disputes arising from this agreement or participation in the show described by this agreement shall be adjudicated under NY law in the Supreme Court of the State of New York, New York County.
23. Exhibitor assumes the risk of loss and damage, however and wherever caused, to its equipment and supplies and to its exhibited goods and materials and acknowledges that neither EPPA nor the Sheraton Meadowlands Hotel has promised or is obligated to maintain insurance coverage for the Exhibitor's equipment, supplies, goods and materials and that if Exhibitor desires insurance, it must obtain its own. In addition to any other rights which EPPA has under this agreement and under law, EPPA may in its sole discretion and at any time deny any exhibitor permission to exhibit and at exhibitor's expense remove it from the Exhibition Hall, if all monies claimed by EPPA hereunder or otherwise owed to EPPA are not paid in full by bank or certified check as of the 15<sup>th</sup> of October 2009.