

# EXHIBITOR RULES & REGULATIONS



## 1. Americans with Disabilities Act/Similar non-U.S. Statutes

Exhibitors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold KeHE harmless from any consequences of failing to do so.

## 2. Application and Payment

All exhibitors participating in the 2013 KeHE Holiday Show are required to complete an application for space and subscribe to the following official Rules and Regulations. The 2013 KeHE Holiday Show accepts, for processing only, those applications that are completed with all required information, signed by an appropriate company representative of the exhibiting company and accompanied by the appropriate payment listed. Applications to exhibit will not be processed unless the exhibitor is a participant in the KeHE Marketing (1.5) program. Please allow (2) weeks for KeHE to process your contract.

## 3. Assignment of Space

Booth space will be assigned after the cut-off date of March 25, 2013. A confirmation of your booth number will be e-mailed to the key contact approximately eight (8) weeks prior to the 2013 KeHE Holiday Show. Please note that the floor plan is subject to change and KeHE reserves the right to assign space or rearrange the floor plan and/or relocate any exhibit at any time, before or during the event.

## 4. Badges

An exhibitor is responsible for all badged personnel under their company name. KeHE reserves the right to remove or discharge any exhibitor who has badged inappropriate personnel.

## 5. Booth Construction, Design and Layout

The intent of the following regulations relating to exhibit construction is to provide each exhibitor with a reasonable line of sight from the aisle, to create a uniform and professional looking exhibit and to permit all exhibitors the maximum use of the floor space which they have contracted. KeHE Distributors reserves the right to request removal of any products, signage or other display materials that are deemed inappropriate. Companies exhibiting in premier end cap locations are required to abide by the rules and regulations sent out by Show Management. To allow an unobstructed view of neighboring booths, exhibitors are not permitted to have their backdrops exceed 8' in height, nor can these backdrops protrude more than 4' from the back wall. Booths shall not present an objectionable side appearance when viewed from adjoining booth areas. All exhibit figures over 4' in height must be confined to the back half of the booth. Signs are considered a part of the exhibit and must conform to all regulations on booth construction. Sign renderings in question may be submitted to KeHE Show management prior to for approval. Signage outside booth space is not allowed.

## 6. Care of the Building

Exhibitors will be held responsible for any damage caused by fastening displays or fixtures to the building floors, walls or columns or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns and floors or to standard booth equipment.

## 7. Cancellations

Cancellation of exhibit space must be directed in writing to the 2013 KeHE Holiday Show. If notice of cancellation is received before or on March 25, 2013, the exhibitor shall be obligated to pay a 20% cancellation penalty. No refunds on cancellation of space will be made after March 25, 2013. Any refunds will be processed after the show.

## 8. Character of Displays

The KeHE Show reserves the right to prohibit an exhibitor to conduct and maintain an exhibit if, in the judgment of the Show Management, it compromises the business or the event. KeHE reserves the right to restrict any promotional item that, in the judgment of Show Management, is deemed inappropriate for a family-oriented event.

## 9. Cooking Regulations

No combustible oils, bottled gases or open flames of any kind will be allowed in the exhibit hall. Exhibitors using any kind of cooking equipment must have a fire extinguisher in their exhibit space. Without a fire extinguisher, no cooking will be permitted. All exhibitors who will be heating or cooking food must provide a Plexiglass shield in front of all cooking and heating equipment. Any exhibitor using heat-producing equipment must provide ventilation, safety equipment, proper insulation and utility connections meeting all local fire regulations. Fire regulations prohibit the use of paper, crepe paper, corrugated paper, oil cloth, tar paper, nylon, plastic, uncoated cardboard, untreated wood and any other combustible or flammable materials for the decorating of an exhibit space. No cooking or heating appliances which are in use may be left unattended in an exhibit booth for any period of time. A minimum of two feet must be kept between all cooking devices and all combustible materials. Exhibitors using cooking equipment will be required to obtain a rider on their insurance and will be required to show proof of insurance before set-up. The following are to be named on the rider: KeHE Distributors, Inc., McCormick Place, GES and SmithBucklin Corporation.

## 10. Eligibility

The objective of the KeHE Holiday Show is to showcase products that are distributed by KeHE Distributors. Eligible companies are those that have been specifically invited to exhibit by KeHE. KeHE reserves the right to revoke a company's exhibit privileges and terminate the exhibit agreement if the company's product(s) are no longer distributed by KeHE. KeHE does not specify that any space will be available to any applicant.

## 11. Exhibitor's Authorized Representative

Each exhibiting company must have at least one person to be its representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible and exhibitor assumes responsibility for such representative being in attendance throughout all exposition periods. Exhibitors and their representatives will be required to wear badges throughout the Show. Badges are not transferable. Members of KeHE Show Management must be advised of any changes to representatives registered. The new representative's name and replacement name must be provided.

## 12. Display of a Non-Approved Product

KeHE will charge a \$1,500 violation fee to any vendor displaying product(s) that are not part of the KeHE inventory and properly slotted.

## 13. Distribution of Alcoholic Beverages

The distribution of alcoholic beverages is prohibited unless it is part of the sampling product. The exhibitor must adhere to the McCormick Place Lakeside Center Alcoholic Beverage Policy which included but is not limited to: Proof of Insurance; served in plastic, disposable cups, maximum 6 oz. (no cans or bottles permitted); corkage fees equal to the McCormick Place Lakeside Center retail pricing subject to applicable taxes and service charges.

## 14. Fire Safety Regulations

The exhibitor assumes all responsibility for compliance with local, city and state safety, fire and health ordinances covering installation and operation of equipment. All display or exhibit materials and equipment must be properly located and protected by safety barriers and fire-proofed to prevent fire hazards or personal accidents to spectators. KeHE reserves the right to dispose of any food items that may pose a health and safety risk (i.e. food that has gone bad due to heat or food that attracts insects).

## 15. Guests Under 21 (Exhibitors & Guests Policy)

At the request of KeHE's Risk Management group, all under age personnel (16-20 years of age) will be required to show ID at registration, to enter the show floor and to attend all show functions. Additionally, Illinois State law prohibits the consumption of alcohol by anyone under the age of 21 and an over 21 ID will be required to sample products containing alcohol. Children (0-15 years of age) are not permitted on the KeHE tradeshow floor or at any of the KeHE events such as setup or tear-down, show functions before, during and after the show, regardless of affiliations or circumstances. NO EXCEPTIONS WILL BE MADE. All exhibitors and attendees are asked to abide and enforce such policy. Failure to comply may lead to KeHE Holiday Show contract termination.

## 16. Payments

Full payment for all exhibitors is due March 25, 2013. If any exhibitor fails to pay in full, when due, any sum required by this contract for exhibit space, or fails to observe or abide by these rules and regulations, the KeHE Show reserves the right to terminate this contract immediately without any refund that were previously paid. Exhibitors who have not paid in full prior to March 25, 2013 will not be permitted to set up their booth(s). No payments will be collected onsite.

## 17. Installation and Dismantling

All exhibits must be completed, staffed and ready for business by 9:00 a.m. on Monday, June 10, 2013. Exhibitors not show ready by the stated time will be fined \$500 and may be prohibited from exhibiting in future KeHE events. No exhibitor shall begin dismantling their exhibit prior to 5:00 p.m., Tuesday, June 11, 2013.

## 18. Insurance, Liability and Indemnification

All property of exhibitor is understood to remain under their custody and control in transit to or from or within the confines of the exhibit hall. Exhibitors are required to obtain from their insurance company a rider to cover exhibit material against injury to the person and property of others. Neither KeHE Distributors, Inc., nor KeHE Show Management, nor, McCormick Place nor the contracting/ decorating representatives will be responsible for any injury, loss or damage that may occur to the exhibitor, or to the exhibitor's employees or property from any cause prior to, during or subsequent to the period covered by the exhibit contract; and the exhibitor signing this contract expressly releases all of the aforesaid from, and agrees to indemnify and hold harmless them and each of them against any and all claims for such loss, damage or injury.

## 19. Management

KeHE Show Management reserves the right to remove or alter any exhibit that does not comply with KeHE Rules & Regulations.

## 20. Marketing Activity Onsite

All exhibitor marketing activities must be confined to the exhibitor's allotted booth space, unless exhibitor is participating in a prepaid Sponsorship and is approved by Show Management. KeHE will charge a \$1,500 violation fee to any/all vendors who distribute samples or place marketing materials, other than approved KEHE sponsorships, outside of their allotted booth space. The \$1,500 will be deducted by KeHE and donated to charity. To protect all Sponsorship participants, the following marketing activities are prohibited: Vendor signage may not be placed outside of an exhibitor's assigned booth space. Vendor Product may not be distributed other than from their allotted booth space. (Examples: the distribution of products or marketing materials in and around the shuttle area, eating and business areas, parking garages and/or other areas at McCormick Place Lakeside Center).

## 21. Sample Size Limit

Food items are limited to "bite size" and are not to exceed 4 oz. portions.

## 22. Security

The KeHE Show will provide 24-hour perimeter security from the start of set-up on Saturday, June 8, 2013 through the end of dismantling on Wednesday, June 12, 2013. However, the exhibitor is solely responsible for his/her own materials and should insure his/her exhibit against loss or theft. Exhibitors are advised to take individual precautionary measures such as securing portable articles of value and removing such articles to a place of safekeeping after the exhibit hours.

## 23. Service Organization and Electronic Exhibitor Services Manual

The electronic KeHE Show Exhibitor Services Manual will be e-mailed to the one person designated as the booth contact for your company. Please be certain the individual listed on the contract is the main contact, as all correspondence will be routed through that individual. Show Management will select certain firms as official contractors for exhibitor services. These contractors will be selected on the basis of proper rates for their services and their ability to meet exhibitor requirements. The service manual will provide contact names and information pertaining to auxiliary services and order forms for all services.

## 24. Subletting

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of KeHE, without a written request and approval from KeHE.