



1. Fill in all sections of this application.
2. Sign application under section 10.
3. Make a copy (both pages) of this application for your records.

**1. IDENTIFY THE STATE PAVILION :** This information will be used for your directory listing. Please make sure all information is up-to-date.

State Name \_\_\_\_\_

**2. PARTICIPATING CONTACT INFORMATION:** Provide the contact information for the main point of contact.

Company Name \_\_\_\_\_ Directory Reference (i.e. A-Z) \_\_\_\_\_  
 Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 Contact E-mail \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

**3. SPACE REQUIREMENTS:** Minimum pavilion size: 400 sq. ft.

Our desired pavilion size: \_\_\_\_\_ ft. (depth) x \_\_\_\_\_ ft. (frontage) = a total of \_\_\_\_\_ sq. ft.  
 Booth Preference: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**4. DIRECTORY LISTINGS:** Please refer to the FMI Product Category List and enter up to six (6) category numbers that describe your products/ services:

Category Number 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

**5. ACCEPTANCE AS BINDING CONTRACT FOR EXHIBITOR:** Payments for exhibit space are to made directly to the State  
**State Pavilion** \_\_\_\_\_

Cost per square foot: \_\_\_\_\_ ~~\$\$\$~~ for non-specialty crop companies ~~\$\$\$~~ for specialty crop companies (Specialty Crop  
 Definition: fruits and vegetables, tree nuts, dried fruits, and horticulture products.  
 Cost Calculation: \_\_\_\_\_ Processed products shall constitute greater than 50% of the specialty crop by weight,  
 \$ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \$ \_\_\_\_\_ exclusive of added water.)

**COMPANY DESCRIPTION OF PRODUCTS/SERVICES THAT WILL BE DISPLAYED**

The individual signing this agreement warrants that he/she/ has the authority to bind contractually the organization applying for exhibit space. By signing this agreement, you will abide by all of the Rules & Regulations governing the Event.

Name (please print) \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

# STATE PAVILION PARTICIPANT RULES & REGULATIONS



FMI Connect 2016 is sponsored and managed by the Food Marketing Institute, hereafter referred to as "FMI."

## 1. Payment Terms:

- For applications received prior to July 15, 2015, a 50% deposit must be received by FMI no later than July 15, 2015. The balance or full payment is due on or before January 15, 2016.
  - Applications received on or after July 15, 2015 but before January 15, 2016 must be accompanied by a payment in the amount of 50% of the total contracted exhibit space fee.
  - If full payment is not received by January 15, 2016, the exhibiting company will be notified that its assigned space has been forfeited and will pay applicable liquidated damages as retained fees, as outlined in the "Cancellation or Reduction of Exhibit Space" section below.
  - Exhibit space may be paid by check, wire transfer or credit card. Checks should be made to: FMI.
  - FMI accepts Visa, MasterCard and American Express. Credit card payments will be assessed a non-refundable 3.2% processing fee in addition to the cost of the exhibit space. The cardholder's signature is required in the "Payment Information" section of the application. This is in addition to the authorized officer's signature.
  - Mathematical errors in the Cost Calculation section of the application will be disregarded. Accurate applicable amounts, according to the rate schedule and the date the payment was received by FMI, will be charged.
  - These charges include the exhibit space payment and the non-refundable 3.2% credit card processing fee, as applicable.
2. **Increase of Exhibit Space:** If an exhibiting company selects space during the on-site space selection process and then chooses to increase its exhibit space size after this process, the additional amount of space will be charged at the on-site space rate.
3. **Cancellation or Reduction of Exhibit Space:** Notification of an exhibitor's decision to cancel or reduce exhibit space must be submitted in writing to: FMI Connect at sales@fmi.org. Exhibiting companies are advised that cancellation/space reduction requests are recorded on the date the notification is received by FMI, rather than the date on which it was sent (if different). The date of receipt will be the official cancellation/reduction date. Exhibiting companies that cancel/reduce exhibit space will be subject to fees based on the date of receipt, as follows:
- If the exhibitor cancels exhibit space prior to July 15, 2015, no cancellation fee shall be assessed.
  - If the exhibitor cancels or reduces exhibit space between July 15, 2015 and January 14, 2016, the exhibitor will pay as liquidated damages 50% of the total contracted space fee for the space being released.
  - If the exhibitor cancels or reduces exhibit space on or after January 15, 2016, the exhibitor will pay as liquidated damages 100% of the total contracted space fee for the space being released.
  - There will be no refund of exhibit space payment for cancellations or reductions on or after January 15, 2016.
  - Complimentary registration passes will be invalid when a cancellation is processed. In the case of space reduction, the exhibitor's allotment of complimentary registration passes will be reduced accordingly.
4. **Non-Payment:** If the exhibitor fails to pay 100% of the total contracted space fee by January 15, 2016, FMI may cancel the exhibitor's participation and is free to assign the released space to other companies or to utilize said space at its discretion. Cancellation of participation does not release the exhibiting company from its obligation to pay 100% of the total contracted space fee and/or all other fees and expenses incurred by the exhibiting company as a result of said cancellation. No exhibitor will be permitted to set up unless payment in full has been satisfied.
5. **No-Show Policy:** Any exhibit space unoccupied by 3 pm on June 20, 2016, may be regarded as a "no-show." The exhibitor will be deemed to have cancelled the exhibit space contract and, as such, the exhibitor will pay as liquidated damages 100% of the total contracted space fee. All freight will be removed from the exhibitor's booth and returned to the loading dock at the exhibitor's expense, and FMI will be free to assign the space to other exhibiting companies or utilize the space at its discretion.
6. If an exhibitor fails to abide by the regulations of the convention as set forth herein, the contract between FMI and the exhibitor will be terminated. The exposition regulations constitute a portion of the contract between FMI and the exhibitor. Therefore, any failure on the part of the exhibitor to comply with the regulations represents a default on, and termination of, the contract. Termination of the contract in this manner, does not release the exhibiting company from its obligation to pay 100% of the total contracted space fee and/or all other fees and expenses incurred by the exhibiting company as a result of said termination. Should FMI terminate the exhibitor's contract in this manner, FMI is free to assign the released space to other companies or to utilize said space at its discretion.
7. FMI reserves the right to refuse rental of exhibit space to any company whose display of goods or services, in the opinion of FMI, is not likely to be compatible with the general character and objectives of the exhibition. The display and distribution of sexually oriented material and drug paraphernalia is considered by FMI to be incompatible with the general character and objectives of the exposition.
8. No exhibitor shall assign, sublet, or share the space allotted with another business or firm (parent or subsidiary companies excepted) unless approval has been obtained in writing from FMI. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint, or trademark under which same is sold in the general course of business. Each exhibitor is allowed one FMI Digital Event Guide listing per exhibit space.
9. **Space Assignment Procedures:** All applications are given consideration for assignment according to the date and

time the completed application and payment are received by FMI. Applications without payment will not be considered complete until at least a 50% deposit payment is received, in accordance with the "Payment Terms" policy above. Whenever possible, space assignments will be made by FMI in keeping with the preferences specified by the exhibitor. FMI, however, reserves the right to make the final determination of all space assignments. It may be necessary for FMI to adjust the amount of exhibit space inventory to reflect the space process. These adjustments will be made in the best interest of the event for all participants. FMI reserves the right to relocate exhibitors to comparable spaces other than those specified on the executed Exhibit Application and Contract. In the event of relocation, exhibitors will be advised in writing and given the option of selecting another location from available inventory.

- Wait List:** Any exhibitor not pleased with the initial space assignment may submit a written request for FMI at sales@fmi.org to be placed on a wait list to possible reassignment. The wait list will receive consideration for reassignment on a first-come, first-served basis. No guarantees can be made that another choice will be available.
- Attendance:** FMI makes reasonable attempts to attract attendees and exhibitors to its event, but makes no representation or warranties with respect to demographic nature, quality and/or number of attendees and/or exhibitors. Traffic by any given booth is a function of efforts (including pre-show and on-site promotional efforts) made by the particular exhibiting company to attract attendees to that particular exhibit and is not the responsibility of FMI.
- In fairness to all exhibitors, the exposition's construction guidelines included in the Exhibitor Service Manual must be strictly observed. These guidelines have been adopted to ensure that each exhibitor can effectively use the assigned space without infringing on the rights of neighboring exhibits. Generally, no exhibits that interfere with the use of other exhibits or impede access to them or impede the free use of aisles will be permitted. In addition, exhibit personnel, including demonstrators, receptionists, and models, are required to confine their activities within the exhibitor's booth space. Distribution of materials including printed materials and/or samples, and display of products, technologies and/or services must be confined to the exhibitor's booth space. Such activities are not permitted in the registration or lobby areas, in or near education rooms, or in McCormick Place driveways or parking lots. Representatives should be modestly attired to maintain the professional and business-like climate of the exposition. Sound presentations, slides, or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. FMI reserves the right to restrict the use of glaring lights or objectionable lighting effects.
- Every exhibit must be fully staffed, operational, and furnished to include carpet during the entire exhibition, and no equipment may be removed during the exposition without written permission from FMI.
- Should the exposition be cancelled, postponed, curtailed, removed to an alternative premises, or abandoned due to an act of God, war, terrorism, government regulation, disaster, fire, strike, civil disorder, curtailment of transportation, or other similar cause beyond the control of FMI, making it illegal, inadvisable, or impossible to hold the convention, the claim for damage and/or compensation by the exhibitor shall be limited to the exhibitor's proportionate amount recovered by FMI under its Convention Cancellation Insurance policy. The exhibitor's recovery shall not exceed the amount paid in exhibit fees.
- Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Fire regulations require that all display materials be flame-proofed. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No firearms of any nature may be brought into McCormick Place. Demonstrations of charcoal, wood, paper, or liquid fuel burning equipment are prohibited at this exposition. Additionally, exhibitors shall be solely responsible for assuring that their exhibit space is in full compliance with the Americans with Disabilities Act and with the regulations implementing that Act.
- The exhibitor agrees to assume full responsibility for complying with the federal copyright laws and any regulations issued thereunder, and the laws of unfair competition, including but not limited to payment of royalties which are due for the copyrighted works during the exhibitor's events.
- Music Licensing:** Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between FMI and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present FMI with a copy of such license or grant no less than 30 days prior to the start of the event.
- Nothing can be posted, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceilings, furniture, or other properties of McCormick Place. Cost for repairing any damages to the convention center brought about through these actions will be billed to the responsible exhibitor.
- FMI will not be responsible for any injury, loss, or damage that may occur to the exhibitor's employees or property from any cause whatsoever, or which may be sustained by any person who may be in the exhibitor's booth space or watching, observing, or participating in any demonstration or exhibit of the exhibitor. Exhibitor and exhibitor's contractors and its insurers will not subrogate against FMI for theft of, loss of, or damage to exhibitor's or exhibitor's contractors' property while in transit to, within, and in transit from the confines of the hall. Exhibitor and its contractors agree to defend, indemnify, and hold FMI, its officers, agents, and employees harmless against any and all claims, lawsuits, judgments, costs, and expenses for injury (including death), property damage, or other harm for which recovery of damages is

sought that may arise out of or be occasioned by exhibitor's participation in the event of contractor's performance, breach of any of the terms or provisions of the contract, or by any other act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of FMI, its officers, agents, or employees.

- Exhibitor and exhibitor's contractors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance:
  - Commercial General Liability insurance against claims for bodily injury or death, property damage, and personal and advertising injury occurring in or upon or resulting from the premises leased by FMI. Such insurance shall include contractual liability and products liability coverage, with combined single limits of liability of not less than \$2,000,000 per occurrence, with FMI and its employees added as additional insureds.
  - Worker's Compensation insurance as required by statutory law and Employers Liability with limits not less than:
    - Bodily injury by accident ... \$1,000,000 each accident
    - Bodily injury by disease ... \$1,000,000 each employee
    - Bodily injury by disease ... \$1,000,000 policy limit

Coverage for both the Commercial General Liability and Worker's Compensation insurance must be placed through an acceptable and licensed carrier in the state in which the convention is being held with a Best Rating of not less than A-,VII. Exhibitor shall obtain and shall furnish upon request of FMI a certificate of insurance evidencing the required insurance to FMI. If the exhibitor uses a non-official contractor, it must furnish to FMI a completed application for use of a non-official contractor/display house and evidence of insurance as described in the application for the use of non-official contractor/display house. Upon request, exhibitor will provide evidence of all risks (subject to standard exclusions) and property coverage subject to a replacement cost valuation provision. All property of the exhibitor and exhibitor's contractors is understood to remain under its custody and control in transit to, within, and in transit from the confines of the hall.

- Union Labor:** Exhibitors are required to observe all contracts in effect between service contractors, McCormick Place, and labor organizations.
- Retail selling in the exhibit hall is strictly prohibited.
- Dismantling:** Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time on Thursday, June 23, 2016. Every exhibit must be fully staffed and operational during all show hours. The deadline for dismantling of displays will be on Saturday, June 25, 2016 at noon. At this time, all exhibit displays or materials left in the booths without instructions will be packed and shipped at the discretion of FMI, and all charges will be applied to the exhibitor.
- FMI reserves the right of final approval on all exhibit configurations.
- FMI will not permit any exhibitor's freight, contractors or personnel in the exhibit hall if exhibitor is not in compliance with the rules and regulations stated herein.
- Exhibitors are responsible for complying with the service guidelines located in the Exhibitor Service Manual.
- No exhibitor will be allowed to set up its booth if full payment has not been received by FMI. Failure to meet payment and application deadlines will result in exhibitor being omitted from the FMI Digital Event Guide.
- Exhibitors who have failed to complete booth installation by 5:00 pm, Monday, June 20, 2016, in accordance with the installation schedule may be charged labor fees for "forced setup" sanctioned by FMI.
- Exhibitor agrees not to schedule any business meetings, business related entertainment, or other events that conflict with the FMI Connect schedule of events. Any such meetings must be during times other than the hours of scheduled convention events and must be approved by FMI.
- Use of photographic and video recording equipment on the exhibit floor is prohibited at all times unless expressly authorized and approved by FMI.
- Once signed by the exhibitor and FMI, the Exhibit Application and Contract is irrevocable, and the rights of FMI under this contract shall not be deemed waived except as specifically stated in writing by an authorized representative of FMI. The exhibitor further agrees that on acceptance of this agreement by FMI, with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms. This contract will be binding on the exhibitor's and FMI's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the agreement.
- Applicable Law:** Any claim or cause of action arising out of this agreement shall be governed exclusively by the law of the Commonwealth of Virginia. Any claim or cause of action arising under this agreement shall be adjudicated exclusively in the local or federal courts of the Commonwealth of Virginia. The exhibitor hereby submits to the personal jurisdiction of the courts located in the Commonwealth of Virginia.

**Amendment of Rules:** FMI reserves the right to make changes, amendments and additions to these rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by FMI.