EXHIBITOR TERMS AND CONDITIONS

1. All parties and questions not covered by the Exhibitor Terms and Conditions are subject to the decision of the St. Bernard Chamber of Commerce and may be amended or supplemented at any time by the St. Bernard Chamber of Commerce, and all such amendments or additions shall, upon reasonable notice, be equally binding on all parties affected as the original.

2. The location, date and hours of the exhibition are as follows: Val Reiss Complex, Chalmette LA 70043 on May 28, 2020, 4:00 p.m. to 7:00 p.m.

3. Exhibit areas shall be available to Exhibitors for installing displays beginning on May 28, 2020 from 1:00 p.m. to expo commencement. All exhibits must be installed by expo commencement unless noted otherwise.

4. All exhibits, promotions or demonstrations must be kept within the limits of the Exhibitor’s space. Exhibitors shall demonstrate products and distribute advertising materials only from their assigned booth space. The Business Expo is designed to encourage participants to display wares and services, and to develop customer relations and business leads.

5. All exhibits and booth materials must comply with federal, state and city fire laws, insurance, and facility safety regulations. All packing containers and materials are to be removed from the exhibition area upon completion of setup.

6. Booth panels with sections ten feet wide, and side rails four feet high will be provided free of charge. Standard name signs will be furnished free for each booth.

7. No exhibit may physically or otherwise block or interfere with a neighboring exhibit as determined by the St. Bernard Chamber of Commerce. No nails or screws may be driven into the floor. No damage of any nature may be done to any part of the exhibit hall or to the provided booth tables, chairs, and hall materials.

8. The St. Bernard Chamber of Commerce reserves the right to make appropriate changes in the floor plan and booth locations as it deems necessary for the overall success of the Exposition. The St. Bernard Chamber of Commerce reserves the right at its own discretion to adjust booth and/or open space placement, aisle locations and general floor layout as needed to improve the overall appearance and effectiveness of the show. Participation in the Expo is provided on a first come first served basis with special priority granted to active members of the St. Bernard Chamber of Commerce.

9. Exhibitors may or may not have access to electrical services. Exhibitor booths with electrical service are made available on a first come first served basis and may be available for a fee. Any special accommodations or requests should be addressed to the St. Bernard Chamber of Commerce as soon as possible.

10. The entire exhibitor/sponsor fee will be due immediately upon submission of exhibitor/sponsor agreement. All booth locations are provided on a first come first served basis, and confirmed participation in the expo is contingent upon receipt of exhibitor/sponsor agreement and participation fee paid in full.

11. No Exhibitor may assign its contract for exhibit space or permit any other person to use any part of such space.

12. All exhibits shall be dismantled and removed by 9:00 p.m. on May 28, 2020. In the event that exhibits are not removed by such date and time, the St. Bernard Chamber of Commerce may dispose of or relocate any portion of the exhibit at the owner’s risk and expense.

13. The St. Bernard Chamber of Commerce reserves the right at its sole discretion and for any reason it deems reasonable inclusive of but not limited to impending inclement weather, to reschedule the Exposition to a subsequent date within 120 days of the originally scheduled date for said Exposition. The St. Bernard Chamber of Commerce shall not be obligated to return any portion of exhibitor/sponsor fees and shall have no liability whatsoever for any property damages, personal injury, or any other damages, whether direct or incidental, including but not limited to loss of business opportunity, loss of profits, or contractual damages associated with the rescheduling of the event.

14. If, for any reason, the exhibition is canceled without rescheduling, then the St. Bernard Chamber of Commerce shall refund all fees paid, and the return of said sum shall fully release the St. Bernard Chamber of Commerce from all liability for any damages whether direct or incidental in nature.

15. If for any reason whatsoever an Exhibitor withdraws from participation, all fees collected will be automatically forfeited to the St. Bernard Chamber of Commerce. No refunds.

16. The St. Bernard Chamber of Commerce will make all reasonable efforts to assure the accuracy of Exhibitor listings in any and all marketing and media materials. Due to the quantity of entries, errors can occur. The St. Bernard Chamber of Commerce will not be liable to Exhibitors for errors and/or omissions.

17. RELEASE. EXHIBITOR HEREBY EXPRESSLY RELEASES THE ST. BERNARD CHAMBER OF COMMERCE.
CHAMBER OF COMMERCE, IT’S EMPLOYEES, CONSULTANTS, AGENTS, REPRESENTATIVES AND ASSIGNS, AS WELL AS EACH VENUE OPERATOR (COLLECTIVELY, THE “MANAGER PARTIES”) FROM ANY AND ALL DAMAGES, CLAIMS, COSTS AND OTHER LIABILITIES ARISING OUT OF OR OTHERWISE RELATED TO EACH EVENT, INCLUDING WITHOUT LIMITATION ALL (A) DAMAGE TO THE EXHIBITOR SPACE AND/OR OTHER PART OF A VENUE OR THE LOSS IN THE EXHIBITOR SPACE (OR THE VENUE ALTOGETHER) OF ELECTRIC POWER, INTERNET (WIRELESS OR Hardline), AND THE LIKE, AND (B) ANY LOSS, THEFT, DAMAGE OR DESTRUCTION OF OR TO ANY OF EXHIBITOR’S PROPERTY (OR THAT OF ANY REPRESENTATIVE OF EXHIBITOR) OR ANY PROPERTY OF OTHERS, EVEN IF SO ARISING DUE TO THE NEGLIGENCE OR MISCONDUCT OF ANY OF THE MANAGER PARTIES.

17. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR OTHERWISE ANY OTHER PART OF THE EXHIBITOR AGREEMENTS, EXHIBITOR AGREES THAT (A) EXHIBITOR’S PARTICIPATION IN EACH EVENT IS “AS IS”, “AS AVAILABLE”, AND AT EXHIBITOR’S SOLE RISK, (B) NONE OF THE MANAGER PARTIES SHALL HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY TO EXHIBITOR, ANY OF ITS REPRESENTATIVES OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR ADVERSE CONSEQUENCE ALLEGED TO HAVE HAPPENED OR WHICH HAS HAPPENED, DIRECTLY OR INDIRECTLY, RELATED TO EXHIBITOR’S ATTENDANCE AT ANY EVENT OR OTHERWISE EXHIBITOR’S INTERACTION WITH ANY OF THE MANAGER PARTIES, (C) EACH OF THE MANAGER PARTIES SPECIFICALLY DISCLAIMS ANY WARRANTIES THAT ANY EVENT WILL MEET ANY OF EXHIBITOR’S NEEDS OR REQUIREMENTS, OR THAT EXHIBITOR’S PARTICIPATION IN ANY EVENT WILL BE UNINTERRUPTED, ERROR-FREE OR ACHIEVE ANY PARTICULAR RESULT, (D) NONE OF THE MANAGER PARTIES MAKES ANY REPRESENTATION, WARRANTY GUARANTEE OR PROMISE, EXPRESS OR IMPLIED, THAT EXHIBITOR SHALL DERIVE ANY BENEFIT THROUGH OR FROM EXHIBITOR’S PARTICIPATING IN, OR OTHERWISE IN CONNECTION WITH, ANY EVENT, INCLUDING WITHOUT LIMITATION ANY INCREASED BUSINESS OR GOODWILL, (E) NONE OF THE MANAGER PARTIES ARE RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE TO ANY OF EXHIBITOR’S BELONGINGS (OR ANY BELONGINGS OF ANY OF EXHIBITOR’S REPRESENTATIVES OR EXHIBITOR’S GUESTS), AND (F) OTHER THAN FOR THE EXPRESS WARRANTIES MADE HEREIN, NONE OF THE MANAGER PARTIES MAKES ANY WARRANTY REGARDING OR RELATING TO ANY EVENT OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, ACCURACY, TIMELINESS, OR SUCCESS OF ANY EVENT. IN EXCHANGE FOR THE EXHIBITOR FEES.

17.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL ANY OF THE MANAGER PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATED TO ANY SUCH PARTY’S INVOLVEMENT IN AN EVENT OR EVENTS OR OTHERWISE THE INVOLVEMENT WITH EXHIBITOR OR ANY OF EXHIBITOR’S REPRESENTATIVES, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, BUSINESS OR GOODWILL, OR ANTICIPATED LOST PROFITS, BUSINESS OR GOODWILL AND THE LIKE, WHETHER SUCH LIABILITY ARISES FROM OR IS RELATED TO ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. INDEMNIFICATION. Notwithstanding anything to the contrary herein, Exhibitor shall indemnify, defend and hold each of the Manager Parties harmless from and against any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees and disbursements and all other associated costs of a lawsuit or lawsuits), arising out of, in connection with or related to (a) any breach by Exhibitor (or any representative of Exhibitor) of
any representation, warranty or covenant made, or obligation undertaken, by Exhibitor herein or otherwise by any other part of the Exhibitor Agreements, (b) any failure by Exhibitor (or any representative of Exhibitor) to fulfill any of Exhibitor’s or such representative’s obligations or otherwise any other part of the Exhibitor Agreements, (c), Exhibitor’s participation (or the participation of any representative of Exhibitor) in any Event which is not due to the gross negligence or willful misconduct of Manager Parties, (d) the violation of any law or regulation by Exhibitor or any representative of Exhibitor, and/or (e) the negligence or misconduct of Exhibitor or any representative of Exhibitor. Exhibitor shall use counsel reasonably acceptable to each indemnified Manager Party in fulfilling Exhibitor’s indemnification obligations hereunder. Any Manager Party covered by the provisions of this Section 18 shall reasonably cooperate with Exhibitor and shall at all times have the right fully to participate in such defense with its own counsel and at its own expense. Exhibitor shall not enter into any settlement that imposes any liability or obligation on any of the Manager Parties or contains any admission or acknowledgment of any wrongdoing by any such party (whether in tort or otherwise), without each such Manager Party’s prior written consent.

19. INSURANCE COVERAGE. Exhibitor shall, at Exhibitor’s own expense, procure and maintain in force during the Event (including for clarity, during all set-up and dismantling of the Exhibitor Space for each Event and other pre-Event and post-Event activities, and covering all use of the Exhibitor Space for an Event by Exhibitor or anyone on Exhibitor’s behalf) and the use of the Venue by Exhibitor and all of Exhibitor’s representatives, general liability insurance including coverage for personal injury, operation of equipment and products and property damage. Exhibitor acknowledged that none of the Manager Parties maintains insurance covering Exhibitor’s property, and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering any losses of Exhibitor and/or any of Exhibitor’s representatives.

20. These rules and regulations have been drawn with the single objective of producing a successful show, both for the Exhibitors and the public. In emergencies and wherever the foregoing rules do not cover, the St. Bernard Chamber of Commerce reserves the right to have full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto and such further rules and regulations as shall be considered necessary for proper implementation of the exhibition. This agreement signed by an authorized representative indicates that the exhibiting company has read the terms and conditions and Exhibitor’s Code of Conduct and agrees to be bound by the same.

21. CODE OF CONDUCT. To ensure maximum benefit to all Expo exhibitors and to the public, the following practices are banned by the Chamber of Commerce:

(a) Noisy electrical or mechanical apparatus that interfere with other exhibitors
(b) Inordinate spillover from television, radio or audio systems
(c) Posting of signs or other advertising materials in or around the facility outside of the exhibitor's own space
(d) Actions or soliciting techniques which might be considered harassment to those attending the show
(e) Demonstrations and/or equipment that might present a safety hazard to other exhibitors
(f) Inappropriate attire
(g) If Exhibitor wishes to distribute food and/or beverage samples at an Event, Exhibitor must first obtain the written approval for such distribution from the St. Bernard Chamber of Commerce and secure any other approvals required by the St. Bernard Chamber of Commerce and/or the law (e.g., Health Department, permits, exclusive concessions provider, etc.) prior to the Event. Otherwise, Exhibitor may not distribute any food or beverages at an Event. The St. Bernard Chamber of Commerce shall not be liable for distribution of food/beverage samples in any manner (including without limitation any fines levied in connection with such distribution), and Exhibitor shall, for the sake of clarity, promptly indemnify the St. Bernard Chamber of Commerce (per Section 18 hereof) and reimburse the Chamber for all such fines and any other expenses incurred by the Chamber relating to such distribution. The Exhibitor is solely responsible for compliance with permitting, checking I.D.’s, and any other applicable laws and rules associated with the distribution of alcoholic beverages as samples. Selling alcoholic beverages at this event is strictly prohibited.

22. The St. Bernard Chamber of Commerce reserves the right to refuse organizations and
businesses as exhibitors for any reason or as it
deems necessary. Exhibitors that fail to comply
with the terms and conditions are subject to
omission from future Chamber of Commerce
Business Expos and Job Fairs at the discretion
of the St. Bernard Chamber of Commerce.
23. This is the entire agreement and there is no
other agreement, written or implied, between the
parties. Any amendments to this agreement
must be in writing.
24. Severability. Any part, provision,
representation or warranty of this Agreement
that is prohibited or unenforceable, or is held by
a court of competent jurisdiction to be void or
unenforceable, in any jurisdiction shall, as to
such jurisdiction, be ineffective to the extent of
such prohibition or unenforceability without
invalidating the remaining parts, provisions,
representations or warranties herein, and any
such prohibition or unenforceability in any
jurisdiction shall not invalidate or render
unenforceable such provision in any other
jurisdiction.