



American Culinary Federation

**& you**



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Let's *Grow* Together

## EXHIBITOR **CONTRACT**

**COOK. CRAFT. CREATE.** ACF NATIONAL CONVENTION & SHOW  
NEW ORLEANS, LOUISIANA - JULY 15-19, 2018 • HYATT REGENCY NEW ORLEANS

# Exhibitor Contract

## Cook. Craft. Create ACF National Convention & Show

New Orleans, Louisiana ▪ July 15-19, 2018 ▪ Hyatt Regency New Orleans

Please return completed form to:

Email: [dmerli@acfchefs.net](mailto:dmerli@acfchefs.net)

Checks payable to & mail to: American Culinary Federation

Attn: ACF Sales

180 Center Place Way

St. Augustine, FL 32095



American Culinary Federation  
The Standard of Excellence for Chefs

Questions? Please contact Dave Merli at 202.367.1219 or [dmerli@acfchefs.net](mailto:dmerli@acfchefs.net).

Applications submitted after March 5, 2018 must include full payment.

## Program Guide Listing Information

Exhibitors are listed alphabetically.

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Exhibit Space

### Exhibit Space Includes:

- One 8ft draped table
- Two chairs
- One Waste Basket
- Standard drape
- Booth Cleaning
- Company Name ID Sign
- Listing in Program Guide
- Post-Conference Mailing List (does not include email addresses)

## Booth Pricing

10x10 - \$2,200

10x10, corner - \$2,350

10x20 - \$4,100

10x20, corner - \$4,250

10x20, endcap - \$4,400

20x20, island - \$8,600

One-time Pre/Post Show List (includes email addresses of those opted-in) - \$500

Pre-Show list will be available 4 weeks in advance. Post-Show list will be available 2 weeks after event.

I am interested in learning more about sponsorship opportunities, please contact me.

For the purpose of space assignment, please indicate the following utilities you require. **This does not constitute an order.**

Utilities should be ordered by completing the appropriate forms in the Exhibitor Services Manual.

Water \_\_\_\_\_ Drain \_\_\_\_\_ Electricity: \_\_\_\_\_ volts/ \_\_\_\_\_ amps

Will you be cooking in your booth? Yes \_\_\_\_\_ No \_\_\_\_\_

Will there be any type of food preparation in your booth? Yes \_\_\_\_\_ No \_\_\_\_\_

Please list those companies you do not wish to be next to or across from. ACF will make every effort to avoid assignment of competitors within close proximity of one another, but cannot guarantee an exhibitor's assignment away from its competitors.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

# Exhibitor Contract

## Key Contact Information

For ACF Show Management and official show vendor communications only.

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Billing Contact Information

For Invoice and Billing communications only.

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Payment Information

A deposit of 50% is required with Exhibit Application and Contract. Exhibit Applications and Contracts submitted after March 5, 2018, must be accompanied by payment in full.

Check/Check Number: \_\_\_\_\_ Make check payable to ACF. Include copy of invoice or contract.

Credit card - To pay by credit card, please call ACF at **904.484.0220**.

Please do not provide credit card information on this contract. Payments made via credit card will be subjected to a 3% processing fee.

## Required Contract Acceptance

Do not sign this application and contract for exhibit space without first reading the rules and regulations. By signing the application and contract, exhibitor agrees to abide by all terms as printed in the ACF Rules & Regulations.

Exhibitor Authorized Signature: \_\_\_\_\_

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

## For Office Use Only

Date application and required payment received: \_\_\_\_\_ Space Assigned: \_\_\_\_\_ Initials: \_\_\_\_\_

# Trade Show General Rules and Regulations



## Application & Payment Terms

A deposit of 50% is required with Exhibit Application and Contract. Exhibit Applications and Contracts submitted after March 5, 2018, must be accompanied by payment in full. For Regional applications, payment is due in full with contract. Applications received without such payment will not be processed nor will space assignment be made.

Purchase of space less than 7 days from start of show will be subject to a \$100 administrative service fee.

## Cancellation or Downsizing of Space by Exhibitor

Requests for cancellation or reduction of exhibit space must be in writing and shall become effective upon receipt by ACF. Due to the difficulty of determining and detailing losses which would result from cancellation of exhibit space, Exhibitor agrees to pay the following as liquidated damages (not as a penalty): If written notice of cancellation is received by ACF at least 60 days prior to event opening date, ACF will retain or shall be owed a cancellation fee equal to \$100/100 sq. feet; if written notice of cancellation is received by ACF on or after less than 60 days prior to event opening date, ACF will or shall be owed a cancellation fee of 100% of the original fee. The above cancellation terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space by ACF.

Requests for a reduction in booth space will be handled on a case-by-case basis. Every effort will be made to accommodate, but due to the difficulty of determining and detailing losses resulting from reductions in exhibit space, ACF reserves the right to assess liquidated damages (not as a penalty) at its sole discretion up to 100% of the difference between the original fees and the reduced rate. Furthermore, ACF has full authority to relocate any Exhibitor after downsizing of space.

## Cancellation or Postponement of Event Including Force Majeure

It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically terminated and ACF management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

## Processing of Applications

ACF accepts for processing only those applications that include completed forms with all required information,

- a. are signed by an appropriate representative of the exhibiting company and
- b. are accompanied by the required payment.
- c. ACF reserves the right to exercise its sole discretion in the acceptance or refusal of applications.

## Space Assignments

Booth assignments will be made upon receipt of full payment on a first-come/first served basis. Sponsoring companies will have priority for booth selection. Requests for space will be available upon receipt of contract, and a formal space selection process will occur in early 2018.

Exhibitors wishing to avoid assignment of space adjacent to that of a particular competitor should indicate this on their application. Careful consideration will be given to all such requests. ACF reserves the right to modify the floor plan to accommodate space or change as necessary to avoid conflicts. Any space not reserved prior to the start of the conference may be deleted by ACF without any obligation on the part of ACF. ACF reserves the right to assign booths as necessary to meet the requirements of all participants. ACF will notify any affected exhibitors in writing.

## Exclusivity Clause

The ACF does not guarantee exclusive representation of a product on the exhibit floor.

## Subletting of Space Prohibited

Exhibitors are not permitted to assign, sublet or otherwise transfer 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, advertising materials or signage which are not part of their company's regular products or services without approval from ACF.

Exhibitors must show only goods manufactured or dealt by them in the regular course of business. 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 nameplate, imprint or trademark under which same is sold in the general course of business.

Any firm or organization not assigned exhibit space will be prohibited from soliciting business within the exhibit areas.

## Contractor Services

An ACF appointed decorator will provide the following services: booth furnishings and accessories (tables, shelving,

# Trade Show General Rules and Regulations

etc.), furniture rental and signs. They can also provide various booth designs, shipping, and labor to erect or dismantle custom exhibit booths. An Exhibitor Services Kit with order forms, rates, and instructions on the services provided will be made available to each exhibiting company approximately two months prior to the Trade Show. Included in this manual will be selected suppliers for all other services (e.g., plumbing, electrical, floral, cleaning, telephone, etc.).

An Exhibitor's Service Desk will be available during all hours of set-up, trade show hours & tear down. Although all efforts will be made to try to accommodate Exhibitors' last minute requirements, it is in Exhibitors' best interests to plan ahead due to limited equipment and services on-site.

## Courtesy

The right and privileges of an exhibit shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc. must be made from inside the exhibitor's booth. Exhibitors may not enter another exhibitor's booth or photograph/ investigate another exhibitor's products at any time without the express permission of that exhibitor.

## Sound Devices

The use of devices for mechanical reproduction of sound or music shall not be permitted unless approved by management in writing. Music, whether mechanical, vocal or instrumental, shall not be permitted in the Exhibit Hall except at those times specified by Show Management. In general, the employment of any method to project sound beyond the confines of any Exhibitor's booth is prohibited. Exhibitors must police their own booths to ensure noise levels from demonstrations, machinery, music or any noise device does not disturb neighboring Exhibitors. Please note: Exhibitors whose demonstrations, machinery, music or any noise device reaches a level above 80 dba will be required to turn down noise device or limit use of device. After initial warning regarding booth noise, Show Management reserves the right to levy a maximum fine of \$250. After the third warning, Show Management reserves the right to disconnect or remove noise-making device.

## Canvassing

Canvassing outside the booth is forbidden. Vendors and/or exhibitors may not distribute materials to other exhibitors at any time. All business must be conducted from within each exhibitor's booth.

## Conduct

Unethical conduct or infraction of rules on part of the exhibitor or its representatives will subject the exhibitor or both to dismissal from the Trade Show. In this event, it is agreed no refund shall be made by ACF.

## Restrictions

Exhibitors or their agents may not allow any articles to be brought into the Trade Show or commit any act on the premises which would invalidate the insurance or increase the premium on the policies held by the management of the host

facility, nor permit anything to be done by their employees through which act the premises, property, or equipment of other Exhibitors will be damaged. No signs or articles can be affixed, nailed or otherwise attached to walls, floors, etc., in such a manner as to deface or destroy them. In addition, use of tacks, plastic tape, nails, screws, bolts, or any devices that could mar or damage the floor or carpet is prohibited. Adhesive backed decals/stickers may not be used or distributed. Glitter is not permitted. All space leased is subject to these restrictions. Violations of these rules will annul the Exhibitor contract, and the Exhibitor will be held liable for any damage resulting from such violation.

All hanging is subject to approval by ACF, the host facility and the local fire marshal. Please submit all requests for all sign hanging to ACF Event Management, 180 Center Place Way, St. Augustine, FL 32095, no later than 30 days prior to the event.

## Please Note:

**There will be no smoking or open flame in the exhibit hall.**

## Use of Space General

All efforts to advertise, demonstrate and operate the exhibit must be conducted so as not to trespass the rights of other Exhibitors. No exhibit will be permitted which interferes with the use of the other exhibits or impedes access to them or impedes the free use of the aisles.

ACF reserves the right to limit or restrict operations that, for any reason, might be considered objectionable, without any liability for refund or damage.

## Use of Space - Lights/Audio, Etc.

- a. No spotlight, drop lights or other special lighting device may be directed toward the aisles, or so that it proves to be irritating or distracting to neighboring exhibit booths or guests.
- b. No strobe light effects are permitted.
- c. Operation of A/V equipment that is deemed to be annoying to neighboring Exhibitors or guests will not be permitted. Show Management will have jurisdiction over any disputes of this nature.
- d. Any audio system or electronic device producing irritating or intermittent or sequential sound that attracts attention to an exhibit is not permitted. The distribution of noisemakers such as whistles, crickets, horns, etc., is prohibited. Audio presentations must be muffled so noise does not interfere with other Exhibitors. Extremely loud noises such as bells, sirens, buzzers, etc. will not be permitted in order to maintain a businesslike atmosphere.

## Use of Space - Catering

Food and beverage for exhibit booth spaces may be ordered directly from the host facility. To order, complete the Catering Request Form printed in the Exhibitor Service Kit.

## Use of Space - Promotions, Contests, Giveaways, Etc.

- a. Any special promotions or stunts planned for the Exhibit Floor, or in the area of, or within, the host facility, including

# Trade Show General Rules and Regulations

parking lots, sidewalks and streets adjacent to the area, must be approved by ACF. ACF reserves the right to determine if, when & where such special promotions and stunts may be conducted.

- b. Distribution by Exhibitors of any printed matter, souvenirs or other articles shall be restricted to the space occupied by their exhibits.
- c. Exhibitors are not permitted to conduct contests or drawings in their booths without written permission from ACF.
- d. Live animals are prohibited in the exhibit hall.

## Models, Hostesses, and Product Sampling

- a. All exhibits must be staffed during Trade Show hours.
- b. Exhibitors are encouraged to pre-register models/ hostesses in order to avoid any delay in booth operation. Models must be properly and modestly clothed. No scanty or excessively revealing attire will be permitted.
- c. Product demonstrations and sampling involving the interaction of Exhibit personnel and their audience are restricted to the exhibit floor **only**. Use of so-called "barkers" or "pitchmen" (mechanical or human) is prohibited.
- d. There shall be no demonstrations for sampling outside of contracted exhibit space. Should samplers interfere with the normal traffic of neighboring exhibits, ACF will have no alternative but to request that the sampling be eliminated.

## Selling Products and Taking Orders for Show Delivery

Exhibitors are prohibited from selling products on the exhibition floor unless they have purchased a sales permit from the ACF. Exhibitors who purchase the sales permit will have the opportunity to sell goods and products from their assigned booths, subject to the following limitations:

- 1. Sales may be made only during published tradeshow hours.
- 2. Sales permits cover apparel, equipment, cookware, books and media, seasonings, packaged goods and similar merchandise.
- 3. No prepared food or beverages may be sold. Sample food items may be served in accordance with tradeshow rules and regulations.
- 4. The sale of alcohol and alcoholic beverages is strictly prohibited.
- 5. A list of merchandise to be sold must be submitted to ACF for approval by ACF or its designee as directed by ACF Events Manager. List can be faxed to ACF Events Manager at (904) 825-4758.
- 6. Exhibitors are responsible for payment of sales and all other taxes.

Violation of any of the foregoing conditions may result in revocation of the Exhibitor's sales permit for the duration of the tradeshow. Permits must be posted in exhibitor booth in plain site for the duration of the event. ACF reserves the right to decline sales permits or to impose such additional

conditions on permits as it may deem appropriate, in the exercise of its sole discretion and business judgment.

## Fire Regulations

- a. All materials used in the Trade Show must be of a nonflammable nature and fire resistant in order to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Fire regulations prohibit the use of crepe paper, corrugated paper or cardboard or any other highly combustible or flammable material. Please refer to the fire regulations found within the Exhibitor Service Kit for more specific regulations.
- b. Electric signs and equipment must be wired to meet the specifications of local fire authorities.
- c. Fire extinguishers on walls or on the floor or elsewhere may not be removed or obstructed in any manner.
- d. Any Exhibitor having equipment which produces heat, smoke, or open flames as an integral part of product demonstration must receive written approval of plans from the host facility, local fire authorities and from ACF. The use of lasers, x-ray equipment, compressed gases, and the use, handling storage and disposal of hazardous materials and waste requires prior permission from ACF and the host facility.
- e. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.
- f. Absolutely no storage of any kind will be permitted within the confines of the Trade Show floor.
- g. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with city and state fire regulations.
- h. Any kitchen equipment that is going to be used on the Trade Show floor must receive advance approval from the host facility as well as be included on the layout for Fire Marshall approval.
- i. There are no canopies or covered booths permitted as this prevents access to the overhead sprinkler system.

All displays are subject to inspection by the Fire Prevention Bureau. Any construction materials found not to be fireproof may be ordered dismantled.

## Music Licensing

Exhibitor will be responsible for individual licensing fees (e.g., ASCAP/ BMI/Guilds). ACF assumes no responsibility for licensing agreements or fees for individual Exhibitors or parties.

## Security and Storage

Watchmen will be in place in the exhibit hall from installation through dismantling, except during show hours. All security is subject to the provisions of the following paragraph on Assumption of Risk.

# Trade Show General Rules and Regulations

## Assumption of Risk

The Exhibitor acknowledges that the layout of the exhibit area and the large numbers of people present in the exhibit hall make it impossible for adequate security to be provided to protect the Exhibitor's merchandise and other property. Accordingly, the Exhibitor assumes all risk of loss for Exhibitor's merchandise, fixtures, displays, and any other property of the Exhibitor located in the exhibit area, storage area, or any other area where access has been provided to Exhibitors by ACF where such loss results from theft, vandalism, or any other damage caused by any agent or employee of ACF or caused by any other person either authorized or not authorized to be present at the exhibit hall. Furthermore, the Exhibitor acknowledges that security guards and storage areas are provided by ACF merely as a service, and that ACF has made no representation regarding the adequacy of such security measures. ACF requires that all Exhibitors consult their individual insurance representatives to obtain appropriate insurance coverage.

It is understood by the Exhibitor that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in many booths, and various other factors, make it reasonable that each Exhibitor shall assume the risk of any injury, loss or damage. The Exhibitor, by signing the Application & Contract for Exhibit Space, thereby assumes such risk and expressly releases and agrees to indemnify ACF and its members, officers, representatives and employees from any and all claims for any such loss, damage or injury.

Watchmen will be furnished for the perimeter of the hall, but the furnishing of such watchmen shall not be deemed to affect the non-liability of ACF and its members, officers, representatives, and employees; the official service contractors; the host facility, its officers, representatives and employees; nor to modify in any way the assumption of risk and release provided for above.

It is highly recommended Exhibitors take precautionary measures of their own, such as ordering their own security guard through the official ACF security company. An order form is included in the Exhibitor Service Kit.

## Exhibition Hours

All Exhibitors will be notified in writing of the show hours. The exhibit floor will not be open at any other time. Exhibiting companies may enter the hall 1 hour before show opening. No children under 16 years of age will be permitted in the exhibit hall at any time.

## Exhibition Set-up and Teardown

Exhibitors will have access to the exhibit floor to begin setting up their booth at a posted designated time.

All teardown must be completed by posted deadline.

If an exhibit is not set up by the posted deadline, ACF has the right to either reassign such space to another Exhibitor or to make other use of the space as deemed necessary or

appropriate. No refund will be made to the original contracting Exhibitor. ACF also has the right to approve labor charges (which will be billed to the Exhibitor) for the installation of the booth in a manner that is presentable for show open.

Any charges incurred for necessary changes to an unoccupied exhibit booth shall be borne by the original contracting Exhibitor. No part of an exhibit shall be removed during the show without special permission from ACF.

## Registration and Admission to Exhibition

Entrance to the ACF Trade Show during exhibit hours is restricted to persons in possession of an authorized conference badge. Each person working in your booth must register by completing a separate exhibitor registration form to receive an exhibitor badge.

Conference badges are **non-transferable**. Exhibitors who register personnel of a company other than their own will be deemed to have violated their contract and may be prohibited from participating in future ACF Trade Shows.

Exhibitors will be allowed access to the exhibit floor one hour prior to show opening. Meetings, press conferences, etc. will not be allowed in the exhibit hall during non-show hours. This is for the protection and security of each exhibiting company and will be strictly enforced.

Children less than 16 years old will not be allowed on the Trade Show floor at any time, either during exhibit set-up, Trade Show hours, or exhibit tear down. **There will be no exceptions to this rule.**

All personnel assisting with the set-up of exhibit space who are not conference attendees must present written credentials at the ACF Registration Desk for admittance to the exhibit hall during set-up days **only**.

Each exhibiting company must name one person to be the official representative in connection with installation, operation and removal of firm's exhibit. This person will receive all mailings pertaining to this show. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibiting company shall be responsible. The exhibiting company shall assume responsibility for such representative being in attendance throughout all exposition periods and this representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

## Force Majeure

ACF shall not be liable to any Exhibitor for a cancellation of the Trade Show occurring either before or during the Trade Show days due to causes beyond our control, including, without limitation, acts of God, fires, strikes, acts of war, or intervention by any governmental authority. If a cancellation occurs under the terms of this provision, then all amounts paid by Exhibitors to ACF for the Trade Show will be returned, minus a pro rata reduction equal to the expenses incurred by ACF, prior to, and arising from, such cancellation.

In the case that said premises shall be destroyed by fire or the elements or by any cause, or in the case of government

# Trade Show General Rules and Regulations

intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for ACF to hold the show at the time and place provided in the Application and Contract for Exhibit Space, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party.

**Exhibitors are required to obtain adequate insurance coverage at their own expense for property loss or damage, minimum one million (U.S. Dollars) per occurrence and liability for personal injury, minimum one million per occurrence, and must provide evidence of insurance naming ACF as an additional insured on the first day of move-in.**

## Limitation of Liability

ACF, its respective members, officers, employees, or agents shall not be liable to any Exhibitor (or any of his employees, agents, or invitees) for any injury, loss or damage to property or injury to person sustained by reason of such Exhibitor's participation in or presence at the Trade Show, unless such loss, damage, or injury is caused by an act of ACF, its employees, or agents which is willful, wanton, reckless, or amounts to gross negligence. Notwithstanding the foregoing, in the event ACF, its respective members, officers, employees, or agents shall be found liable to any Exhibitor for loss, damage, or injury sustained by reason of such Exhibitor's participation in or presence at the Trade Show, or arising under the terms of these Rules, the amount of such liability to said Exhibitor shall be limited to a maximum of \$1000.

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the host facility premises and will indemnify, defend, and hold harmless the ACF, the host facility, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

## Indemnification

Exhibitor agrees to protect, save and hold the American Culinary Federation and the host facility, the official service contractor, and all agents and employees thereof (hereinafter collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitors or those holding under the Exhibitor, and further, the Exhibitor shall, at all times, protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs, damages, liability or expenses (including attorneys' fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employee or business invitees, which arise from or out of or by reason of said Exhibitor's occupancy and use of the Trade Show premises, the hotel or any past thereof.

## Amendments and Enforcement

The Exhibitor agrees that the ACF shall have the right to make such rules and regulations or changes in floor plan arrangements of booths for said Trade Show as it shall deem necessary and to amend same from time to time. The ACF reserves the right to amend, interpret and enforce all contract conditions, rules and regulations. Written notice of any amendments or interpretations shall be given to Exhibitors. Each Exhibitor, for himself, his agents, and employees agrees to abide by the contract conditions, rules and regulations, set forth herein, or by any subsequent amendments or interpretations.

Any Exhibitor not abiding by the rules and regulations set forth herein may forfeit the right to participate in future exhibitions and may be subject to additional penalties.

## Compliance with the Americans with Disabilities Act

Exhibiting company shall be responsible for making its Exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall hold ACF harmless from any consequences of exhibiting company's failure to this regard.

## Notices

All notices required herein to be given to ACF should be mailed to: American Culinary Federation, 180 Center Place Way, St. Augustine, FL 32095.

## Severability

If for any reason any provision of these Rules shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of these Rules shall not be affected and such provision shall be deemed consistent with applicable law, and, in its modified form, such provision shall be enforceable and enforced.

## Choice of Law

These rules shall be governed by, and construed and enforced in accordance with, the internal laws of St. Augustine, Fla.

## Trademarks/Copyrights

The Exhibitor represents and warrants to ACF that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify ACF of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold ACF, its agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor of the trademarks, copyrights and other intellectual property rights of any third party.

All exhibitors are bound by the rules and regulations of the host facility.