

## **RULES & REGULATIONS**

THESE RULES AND REGULATIONS HAVE BEEN DRAWN UP FOR THE PURPOSE OF PROVIDING A WELL-BALANCED, WELL-REGULATED, ATTRACTIVE AND SUCCESSFUL EXPOSITION. IN AN EFFORT TO PROVIDE THE GREATEST GOOD TO THE GREATEST NUMBER OF PEOPLE, EXPO MANAGEMENT RESERVES THE RIGHT IN ALL EMERGENCIES TO MAKE SUCH RULINGS AS MAY APPEAR TO THE BEST INTEREST OF THE ENTIRE EXHIBITION AND THE EXHIBITOR AGREES TO ABIDE BY SUCH RULINGS.

- **Eligibility:** All Exhibitors must pay in full at the time of the convention.
- **Application for Space:** Must be submitted on the exhibit contract provided by Trinity HFE. Applicants are requested to indicate their preference for spaces, stating them in order of choice. Any amount of exhibit space may be ordered by one company. Multi-booth applications will be considered as such only up to the total number of booths that will be occupied with a single company's products when management considers priority for specific spaces.
- **Postmarks:** Applications for exhibit space must be postmarked on or after the first allowable postmark date as indicated on the exhibit contract for the expo. Exhibit contracts postmarked prior to the first acceptable date will be considered with those postmarked on the first available postmark date. When an envelope contains both metered and postal service dates, only the United States Postal Service date will be considered.
- **Exhibit Space Assignment:** Assignments are based on postmark date. If two companies are requesting the same booths and have the same postmark date, then the company purchasing the largest amount of space (gross square footage) will receive first priority. Space assignment shall be as indicated on the Exhibit contract for the expo. However, should conditions or situations warrant, management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the show. The floor plan maintained by management shall be the official floor plan. Changes may occur at any time to accommodate show needs. Exhibitors shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives products, equipment, signs or printed materials from other than its own firm in the said exhibit space without written consent of management.
- **Payment Terms:** All payments must be made per the schedule on the exhibit contract for the expo space. The final balance must be paid by the date indicated on the exhibit contract for the expo space. Space that is not fully paid for by that date is subject to cancellation or reassignment at the option of management without a refund. Assignment of booth will be made upon final payment in full. All spaces not claimed and occupied before 9:00am on opening day may be sold or reassigned without a refund. Booth fees must be paid before exhibitor will be allowed access to the expo.
- **Booth Fees:** Includes 10'x10' space, draped backdrop, side dividers, table, 2 chairs, waste basket, and identification sign.
- **Credit Information:** The exhibitor may be required to furnish management, upon request, credit information and credit references. Management reserves the right to refuse an application or to cancel an existing agreement if such credit information is not furnished or is found to be unacceptably.
- **Convention Registration:** Each company will be given 4 complimentary exhibitor badges. Additional badges may be obtained at an additional charge. All attendees and participants must wear an official Trinity HFE badge at all times at all functions. Badges will be issued to exhibitors upon written request on the contract form within the limits specified. Such badges are authorized for company personnel only. Transfer of badges or inclusion of unauthorized persons is prohibited. Such an act will result in the company being assessed a penalty of \$50 per violation. For the benefit and protection of convention exhibitors, security personnel will be posted at all entrances to enforce this rule. Representatives for non-exhibiting companies are eligible to register, but are prohibited from conducting any business in any facility being used by Trinity HFE during the period of the convention.
- **Goods to be Exhibited:** No exhibitor shall promote or exhibit or permit to be exhibited in the space allotted to him/her any goods other than those specified in the exhibit contract for the expo when signed by management, nor shall he/she exhibit or permit to be exhibited thereon displays or advertising other than his/her own or as specified in the exhibit contract for the expo. No exhibits/displays/signs/ personnel will be permitted in the convention center common areas or hotels in any place other than the regular assigned exhibit space unless authorized by convention management.
- **Exhibits and Literature:** False, misleading or disparaging literature about products or companies in the health industry may not be disseminated in the exhibit hall. Such literature will be confiscated at the discretion of management. Trinity HFE is committed to producing an expo that represents all segments of the health/natural products industry. Any company making claims about products or dispensing literature that cannot be substantiated with significant scientific data in their booth may be subject to removal from the expo show without refund. Management reserves the right to prohibit the installation of or to remove from the exhibition any exhibit or part of an exhibit, any exhibitor or employee, which, or who, in the opinion of management is objectionable. This may apply to the actual exhibits, signs, catalogs, souvenirs, and printed matter or to persons and their conduct, and includes violations of the Rules and Regulations set forth in this document, misrepresentations, in applying for booth space and any other action which in the sole judgment of the management is objectionable or contrary to the best interest of the association. Management reserves the right to request that signs, catalogs, souvenirs, and printed matter is submitted for review before accepting this application or set-up of your booth. Such prohibition or removal may take place at any time and no exhibitor shall have any claim against the management because of such action.
- **Non-Disparagement:** Exhibitor agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Trinity HFE and its affiliates, including other Exhibitors, Trinity employees, directors, and officers.
- **Music, Photographs, Public Address Systems, and any Copyrighted Material:** Loud speakers, public address systems or other audio visual aids, which may be distracting or disruptive, are prohibited. Final decision as to the level of distraction remains with show management. Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in the exhibitor's booth or display. No exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works without first presenting to management proof satisfactory that the exhibitor has, or does not need, a license to such music or copyrighted material. Management reserves the right to remove from the exhibit all or any part of any booth or display which incorporates music, photographs or other copyrighted material and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The exhibitor shall remain liable for and shall indemnify and hold management, their agents and employees, harmless from all loss, costs, claims, cause for actions, suits damages, liability, expenses, and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation in infringement) by exhibitor, exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.
- **Exhibitor Functions:** Exhibitors are prohibited from holding any functions simultaneously with any scheduled Trinity HFE sponsored events. Exhibitors may hold events, which end a half hour before or begin a half hour after the association's official activity as outlined in the expo program. Exhibitors must get approval, in advance from management for such convention activities. Penalties for such violations will include removal of the company exhibit, without refund, and exclusion from future Trinity HFE Events.
- **Exhibitor Give-Aways:** Exhibitors may distribute samples, products, literature bags or other materials only from their booth site, and nowhere else in the convention center or hotels during the convention. Samples of any product must have a listing of ingredients readily available. Samples of any product contained in a tablet or capsule must be kept out of the reach of children. Violations may result in closure of an exhibitor's booth without refund.
- **Teardown of Exhibits:** No exhibits may be removed from the exhibition hall from the time of the opening of the show until closing time except upon written permission from the management and the permit will designate the hours at which that removal is to take place. Penalty for teardown of booth before official closing time on the last day of the show will mean loss of priority in space selections for the next expo or may be subject to a refundable deposit to act as a bond.
- **Liability:** Exhibitor must comply with all state and federal laws and/or regulations. Exhibitor agrees that if Trinity should incur liability for any act whatsoever as determined by an appropriate court of law or any other binding decision making body, the damages to which the exhibitor shall be entitled shall be limited to the amount of the exhibit fee paid by the exhibitor.
- **Insurance of Exhibits:** Neither Trinity HFE, the officers thereof, the owner of the building or their employees will be responsible for any loss, damage, or injury that may occur to an exhibitor, his employees or his goods while in transit from the building or while in the building for any cause whatsoever. If insurance is desired it must be purchased by the exhibitor at his own expense, and no exhibitor may allow any article to be brought into, or any act done upon the premises that will void or increase the premiums, on the policy of insurance held by the owners of the building, nor permit anything to be done by which the premises may in any manner be injured, marred or defaced. Violations of this rule will annul the lease and exhibitor will forfeit to management all monies which have been paid for rental of exhibition space, and thereby agrees to reimburse the owner of the building for the cost of repairing such damage.
- **Hold Harmless:** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save the Trinity HFE, the convention center, and its employees and agents harmless against all claims, losses, or damages to person or property, governmental charges or fines and attorney fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the negligence of the expo/convention center, its employees and agents.
- **Force Majeure:** In the event that any outside cause such as war, fire, strike or other emergency, or in case of government intervention or regulation, military activity, or any other circumstances that make it impossible or inadvisable for convention management to hold the expo at the contracted time and place, this agreement shall terminate and the exhibitor waives any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with the expo function and there shall be no further liability on the part of either party.
- **Cancellation of Exhibit Space:** All contract cancellations or downsizing by an exhibitor must be made in writing and are subject to 50%-100% cancellation fee. If an exhibitor cancels the contract 3 months or more prior to the event, a 50% cancellation penalty fee will apply. Any exhibitor canceling within 90 days of the event will not receive a refund.
- **Smoking:** Smoking is prohibited at all times in the exhibition hall.