

IFA 2009

USA Pavilion Term & conditions

The exhibiting organization, hereinafter referred to as 'Exhibitor', and B-FOR International, hereinafter referred to as 'B-FOR', by signing the USA Pavilion Application, do hereby agree to and are bound by the following Terms and Conditions:

I. B-FOR agrees:

- A. To carry out the Project described, on the condition that the requisite number of exhibitors apply.
- B. To provide to Exhibitor exhibit space in the USA Pavilion, including overall décor framework, business and hospitality services, and other services as specified, as well as design, fabrication, installation, and dismantling of Exhibitor booth as contracted.

II. Exhibitor agrees:

- A. To submit a completed Application for participation, duly signed, together with a 50% deposit to B-FOR, who will decide on approval of Application for participation upon receipt of Application and deposit.
- B. To make payments to B-FOR for participation fees and additional equipment and services as ordered and/or contracted. The balance of all participation fees is due sixty (60) days prior to Event, and failure to comply may result in loss of exhibit space. In all cases where Exhibitor has Co-Exhibitors, the Main Exhibitor is responsible for all payments. Credit card payments are not accepted for participation fees.
- C. To carry its own property and liability insurance.
- D. To take responsibility for all costs for shipping and handling of all own material and exhibits, and the removal of said material from the exhibition site after the close of Event. B-FOR has the right to have any material left by Exhibitor removed after the close of Event at Exhibitor's expense.
- E. To affirm that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at the show and that it will not knowingly infringe the intellectual property rights of another party, and to abide by the policy and procedures of the show regarding intellectual property rights and their enforcement at the show.

III. Other conditions:

- A. B-FOR has the sole authority to assign, reassign and allocate space. Exhibitor Applications will be processed in the order the deposits are received and B-FOR reserves the right to accept or refuse Applications for any reason. Confirmation of participation, as well as space allocation, is made solely by B-FOR.
- B. USA Pavilion participation is open to companies and organizations selling or promoting U.S. made or U.S. assembled products and services.
- C. Exhibitor may not sublease contracted booth space without written consent from B-FOR.
- D. Although B-FOR will make every effort to facilitate a successful exhibition, it does not guarantee the success of any participant in the USA Pavilion. The only contractual obligations B-FOR assumes are those expressly made herein or mutually agreed to in writing.
- E. Exhibitor releases B-FOR and Event Organizers from liability for any illness, injury, loss of life, damage to persons or property by reason of participation in the USA Pavilion, or by reasons of acts by Exhibitor, its agents, partners, employees, contracted labor, or clients.
- F. If, for any reason, Exhibitor cancels participation, and a written notice is received by B-FOR at least 120 days before opening of Event, a cancellation fee of US\$750 will be incurred, after which date no refunds will be made and Exhibitor is bound to pay 100% of all fees paid and due. Any reduction in exhibit space after an Application has been submitted will be treated as a cancellation.
- G. The payment submitted with an Application is fully refundable in the event Exhibitor is not approved by B-FOR or Event Organizers, no more exhibit space is available, or there is no USA Pavilion.
- H. These Terms and Conditions amend or supersede all other conditions, rules and regulations laid down by Event Organizers and other Event authorities.
- I. By signing the Application, Exhibitor authorizes B-FOR to mail, fax, and/or email to Exhibitor information and materials related to Event and other events deemed of interest to Exhibitor.

IV. Additional equipment and services:

- A. When placing orders for additional equipment and services, Exhibitor is required to have a valid credit card on file with B-FOR. Credit card payments are not accepted for participation fees.

V. Exhibit Standards and Rules:

- A. By signing the Application, Exhibitor agrees to adhere to the USA Pavilion Exhibit Standards and Rules.
- B. USA Pavilions organized by B-FOR unify the global marketing of U.S. products and services, establish quality standards and guarantee continuity and consistency for the U.S. presence at international trade shows, and Exhibitor must adhere to certain guidelines to ensure the high quality and professionalism that the U.S. industry aims to convey. The USA Pavilion Exhibit Standards and Rules provide Exhibitor with all information necessary to properly design, build, and decorate individual Pavilion exhibits and ensure that all Exhibitors, regardless of booth size or location, occupy an environment conducive to having a successful exhibition.
- C. USA Pavilions have a "Good Neighbor Policy" necessitating that Exhibitor's activities must be kept within the confines of the Exhibitor's own booth space. Any activity, including sound or distribution of literature, samples, or other material beyond the confines of Exhibitor's rented booth space, or any other noise or disturbance must be discontinued in the event that a valid complaint is filed.
- D. No signs, display items, or decorative material may protrude into aisles or extend into neighboring booths, and all aisles, passageways, lobbies or exits leading to a fire extinguisher must be left unobstructed.
- E. Exhibitor must obtain written permission from B-FOR at least 45 days prior to opening of Event for display material and décor exceeding a height of 250 cm/8 feet.
- F. Displays, graphics, or decorative material may appear only on the inside walls of Exhibitor's booth and the outside must be devoid of décor or graphics of any kind.
- G. Exhibitor with its own custom booth must finish the outside walls of their booths. If neglected, B-FOR may have the outside of the booth finished at Exhibitor's expense.
- H. No signs, displays, or decorative items may be placed on the USA decorated booth dividers, counters, or overhead signs except for copy, logotypes, or graphics provided and installed by B-FOR.
- I. Any display or graphics deemed unprofessional in appearance or offensive, at the sole discretion of B-FOR, will not be permitted.
- J. Exhibitor is responsible for obtaining necessary licenses and permits to use music, photography, video, or other copyrighted material.
- K. Exhibitor with their own contractor (EAC) for booth construction within the USA Pavilion must submit specifications, including floor plan and renderings, to B-FOR for approval at least 45 days before opening of Event. If Exhibitor fails to comply, B-FOR may require or make necessary on-site modifications to Exhibitor's booth at Exhibitor's expense.
- L. All booth construction and preparations must be completed by 6:00 PM the night before opening day of Event, or B-FOR may make provisions to complete construction and/or preparation at Exhibitor's expense.
- M. Exhibitor may not dismantle, remove or pack exhibits or displays prior to official closing of Event, and must keep a fully furnished and staffed booth during all opening hours throughout the entire Event. If Exhibitor fails to comply, B-FOR may make provisions to furnish and staff Exhibitor's booth at Exhibitor's expense.



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