



# Abbreviated Rules and Regulations Governing

2010 ABE March 21-23

Atlantic City Convention Center

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1. ABE: As used herein, "ABE" shall refer to Atlantic Bakery Expo, LLC. Also as used herein "client," "applicant" and "company" shall refer to the party submitting the Application and Contract. ABE will handle pre-show and on-site-decisions and its decisions will be final.

2. Cost of Exhibit Space: See above payment schedule for details.

2b. Payments: All checks are to be made payable to ABE, LLC [U.S. currency only, drawn on a U.S. bank]. Note: A \$25.00 transaction fee will be due on each Wire Transfer received as payment. Please add this amount to your original payment. Additional charges may apply if funds not sent as U.S. currency. Credit Cards are not accepted for payment.

No client admission credentials will be distributed to any company who has not paid in full by November 1, 2009; and if any company still has not paid in full by the time of the first date of installation, Friday, March 19, 2010, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashiers Check. No personal checks or credit cards are accepted as payment for exhibit space on-site.

3. Reduction of Exhibit Space: Reductions of size from original contracted area will be allowed up to November 1, 2009 without penalty. After November 2, 2009, clients will be assessed a 50% fee for any exhibit area that is reduced. This fee will be based on the amount of space to be reduced. This space is also subject to new rate charge based on the final total square footage under contract. Based on the original location and booth area, any reduction of space could necessitate a change in location, especially if another client is on the "wait" list for the larger space [requesting the space reduced].

4. Cancellation: A client may cancel or withdraw from the show subject to the following conditions and restrictions:

- The client shall give ABE notice in writing of its intention to cancel or withdraw from the show.
- In the event the said notice is received by ABE on or before September 1, 2009, the client shall be obligated and agrees to pay a cancellation penalty of 25% of the contract value.
- In the event the said notice is received after September 1, 2009, but on or before November 1, 2009, the client shall be obligated and agrees to pay a cancellation penalty of 50% of the contract value.
- In the event the said notice is received after November 1, 2009, the client shall be obligated and agrees to pay 100% of the contract value.
- All refunds due will be paid to client no later than 60 days after the close of the Exposition.
- In the event of cancellation, ABE shall have the right to use said space to suit its own convenience, including selling the space to another client, without any rebate or allowance to the cancelled client.
- ABE assumes no responsibility and client waives any claims against ABE for having included the name of the cancelled client or description of their products in the show catalog, brochures, news releases or other materials concerning the show.

5a. Assignment of Space: Space will be assigned on a first-come, first-served basis as contracts are received by ABE. Wherever possible, space assignments will be made on the location preferences requested by the Client. ABE reserves the right to make the final determination of all space assignments in the best interests of the overall Exposition.

The Contract will not be valid unless and until signed by an officer or representative of the exhibiting Company and returned to ABE Show Management at the address on the previous page.

5b. Right of Refusal: ABE reserves the right to refuse rental of display space to any company whose display of goods, service or machinery is not, in the opinion of ABE, compatible with the general character and objective of the Exposition. ABE also reserves the right to refuse space where in ABE's sole discretion the company's/exhibitor's conduct in previous shows is not up to the standard of ABE.

5c. Floor Plan Layout Changes: Through the floor plans sent out periodically and the plans available through the official ABE Web site, all clients should frequently review their space location and changes to neighboring booths/areas for updates. While ABE will send out updates to the layout, it is the client's responsibility to keep up with changes to their assigned area. If a specific client is impacted by an adjacent major layout configuration, ABE will notify them directly, where and when possible and practical. ABE reserves the right to make changes to the floor plan where it is in its sole discretion deems necessary.

6a. Subletting of Space: The client agrees not to assign, sublet or apportion space or any part thereof contracted for, not to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by client company in the regular course of business. As an example, when articles are required for the proper demonstration or operation of exhibit displays, in which case identification of such articles shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the

article. Clients may not permit non-exhibiting company representative to work in their booths except their own dealers and representatives. In order to be listed in the Official Show Directory as described in Rule 6b – "Selecting Space for Others," each exhibiting firm must have an ABE contact for the designated space on the floor plan.

6b. Selecting Space for Others: Clients may select space for other profit centers, divisions, or companies only if they are part of the same company or parent corporation. Each division/subsidiary must complete their own space application and will be considered as a separate exhibit booth.

Procedures for Selection of Space for Others:

- Attach a separate Contract & Application for each company, indicating square footage for each selection. A cover letter must contain some proof of corporate status of affiliated companies.
- After contacts are signed, the profit centers, divisions or companies will be official clients and can be listed in the Official Show Directory.

7. Competitors: ABE will attempt to keep competitors no nearer than 30 feet from the other client, however, there is no guarantee if competitor is assigned long after original client's contract has been filed and reviewed.

8. Default of Occupancy: Any client failing to occupy their exhibit booth [contracted for but not cancelled] by 8:00 AM, Sunday, March 21, 2010, is obligated to pay the full cost of such space. ABE has the right to take possession of said space and lease same.

9. Failure to Hold Expositions: Should any contingency prevent the holding of the 2010 ABE, ABE shall retain only such part of client's rental as required for expenses incurred up to the time such contingency shall have occurred. The client waives all claims for damages. If, for any reason, the 2010 ABE shall be canceled or deferred, the client waives all claims for damages or recovery of payments made.

10. Exhibit Hours: Clients are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense.

TENTATIVE SHOW HOURS: [Subject to change]

Sunday & Monday: 11:00 AM to 5:00 PM

Tuesday: 11:00 AM to 3:00 PM

Exhibiting Companies are not permitted to hold or sponsor outside functions (parties, cocktail hours, breakfasts, dinners, receptions, etc.) which will end later than 10:15 AM or begin before 5:45 PM on show days. Doing so will be a violation of this Contract and subject said Exhibiting Company to having its booth space closed or removed for the remainder of the show.

11a. Liability, Insurance, etc.: Clients shall assume, and shall indemnify, hold harmless and defend ABE and their respective members, officers, directors, employees, contractors and agents [collectively "ABE Parties"] from and against, any and all claims, damages liabilities, costs [including reasonable attorneys' fees] and expenses [collectively, "Claims"] arising out of or in any way relating to client's acts or omissions while a participant of the 2010 ABE, including but not limited to any Claims arising out of or in any way related to any bodily injury or property damage caused by client's acts or omissions. Additionally, clients hereby waive, and release ABE Parties from, any claim against ABE Parties for damages or liabilities of any kind, type or nature [including but not limited to any damage to property or business or injury to persons] arising out of or in any way relating to the 2010 ABE, except to the extent caused by an ABE Party's gross negligence or willful misconduct. In no event shall client be entitled to claim, and client hereby waives the right to claim, any special, consequential, indirect or punitive damages arising out of or relating to this Application and Contract or the 2010 ABE.

11b. Personal Property: Client acknowledges that any/all property of client, including any personal properties of individuals, are the sole responsibility of such client/participant and the ABE will not assume any liability for such properties in the event of fire, theft, mysterious disappearance or any loss of physical damage or any indirect damage as a result thereof. Participation attendance of the Expo will acknowledge the acceptance of all terms and conditions stated herein.

11c. Additional Insurance Requirements: Minimum coverage and liability clauses will be contained in the complete Rules and Regulations document which will be a part of the ABE Client Services Manual, which Rules and Regulations are incorporated herein and are a part of this Application and Contract.

12. General Requirements: All matters and questions covered in the "Rules & Regulations" may be amended at any time by ABE; such amendments or additions shall be equally binding on all parties affected by this original "Rules & Regulations."