

# NORTHEAST 2020 EXHIBITOR TERMS & REGULATIONS

**1. SHOW OBJECTIVE.** AASP/NJ's NORTHEAST® Automotive Services Show is a trade show produced by the Alliance of Automotive Service Providers of New Jersey (AASP/NJ). NORTHEAST® is an event tailored specifically to fit the needs and wants of today's professionals representing all walks of the automotive repair industry through products and information geared toward fostering optimal success in the market.

**2. LOCATION AND DATES.** The site of the NORTHEAST 2020 Automotive Services Show is the Meadowlands Exposition Center, 355 Plaza Drive, Secaucus, NJ 07753. Dates: August 21-23, 2020.

**3. EXHIBITS.** Exhibits will be arranged as not to obstruct the general view nor hide the exhibits of others. A plan for specially-built displays, not in accordance with Expo regulations, must be submitted to AASP/NJ and the Meadowlands Exposition Center (hereafter referred to as "MEC") at least sixty (60) days before the start of NORTHEAST. AASP/NJ and MEC will attempt to accommodate exhibitor's request for a specially-built display, but MEC retains sole discretion whether to permit a specially-built display.

*i. Standard Booth Exhibits.* Unless express written permission to the contrary is secured from AASP/NJ in advance, regular and specialty built backwalls, including signs, may not exceed an overall height of 8' and must be freestanding. Low side dividers between exhibits should not exceed 36" in height. If a high divider is desired, it shall not exceed 8' in height or extend from the backwall more than 4'.

*ii. Corner Location.* Must be a minimum of 2 booth units. Does not include any backwalls. Corner space exhibit must not exceed height as established by AASP/NJ and MEC. All corner exhibitors must submit renderings with dimensions to AASP/NJ & MEC for approval no later than 60 days before the Expo.

*iii. Assignment and Relocation of Exhibits.* AASP/NJ reserves the right to make the final determination of all space assignments in the best interest of the exposition. AASP/NJ may alter the location of exhibit spaces or deny requests for exhibit space at its sole discretion in the best interest of the exposition.

*iv. Hanging Banners / Overhead materials.* Exhibitors utilizing hanging banners or materials to be suspended over their exhibits MUST contact MEC to coordinate install/dismantle of said materials.

*v. Operation.* Exhibitor will keep exhibit(s) open and staffed at all times during the Expo hours. MEC reserves the right to restrict exhibit to a minimum noise level and to suitable methods of operation and display of materials. If for any reason AASP/NJ deems an exhibit or its contents objectionable, the exhibit will be subject to removal. This reservation includes persons, things, conduct, printed matter, or any items that AASP/NJ considers objectionable to the Expo's well being. In the event an eviction or restriction is enforced, AASP/NJ will not be liable for refunding rental fees or funds for exhibit equipment rental. Exhibitor agrees that AASP/NJ may substitute the actual space assigned to exhibitor if necessary.

*vi. Installation and Dismantling.* Information on installation and dismantling of exhibits will be sent to the Exhibitor. Exhibitor agrees to abide by the schedule for set-up and teardown as outlined above. Exhibitor shall be liable for monetary damages caused to MEC as result of its delay. No exhibitor shall remove any part of its booth's display until the Expo is officially closed. Exhibitors shall be responsible for any expenses incurred by MEC caused by their delay in removing its equipment. Exhibitors must not injure or deface property, including but not limited to, the property of MEC, AASP/NJ and other exhibitors. Should exhibitor cause any property damage, the exhibitor will be solely liable to the damaged party.

*vii. Unoccupied Space.* AASP/NJ and MEC reserve the right, should any exhibitors' space remain unoccupied on the opening day of the Expo, or should any space be forfeited for any other reason, to re-rent said space to any other exhibitor, or use said space in any other manner. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in its invoice for space rental.

*viii. Booth Equipment.* Each 10' x 10' booth includes 8' high back draped wall with 3' high side dividers, as well as one (1) black draped table (2' depth x 6' long), two (2) folding chairs, a one-line company identification sign, and a wastebasket. Further information can be found in the NORTHEAST Exhibitor Kit.

**4. PAYMENT. A 50% deposit of total booth fees must be sent to AASP/NJ @ 244 Chestnut St., Ste. 202 Nutley, NJ 07110, upon submission of signed Agreement. The remaining balance is due and payable on or before July 7, 2020, and is a condition to the continued reservation of the Exhibit Space. This Agreement is non-cancelable. Submission of completed agreement is an agreement to pay aforementioned booth costs regardless of attendance. All deposits and payments are non-refundable.**

**5. OUTSTANDING BALANCES.** In the event exhibitor has any advertising balances past due one month prior to the Expo, pursuant to any agreement entered between the Exhibitor and AASP/NJ, AASP/NJ may cancel the agreement and exclude the exhibitor from the Expo. In the event of cancellation, all moneys paid to AASP/NJ, pursuant to this Agreement, including any deposits or prepayments, may be retained by AASP/NJ and applied to any outstanding balances.

**6. FIRE, SAFETY AND HEALTH REGULATIONS.** Exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the owner of the Exhibit Hall and/or AASP/NJ covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and all necessary fire precautions must be taken by the exhibitor.

**7. LABOR.** Local unions make rules and regulations for union labor and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the union rules and regulations.

**8. SUBLETTING OF SPACE.** The exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from firms other than his own in the exhibit space without prior written consent of AASP/NJ.

**9. SERVICE CONTRACTORS.** When a contractor has been designated by MEC to perform services for exhibitors such as rental of furniture, erection of exhibits, electrical work, plumbing, labor, or any other service, no exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing in advance from MEC.

**10. LIABILITY EXCLUSION.** MEC will employ guards and will take reasonable precaution to safeguard the exhibitor's property. However, neither AASP/NJ nor MEC will be liable for loss or damage to the property of the exhibitor or his representatives or employees from theft, fire, accident or any other cause beyond its control. Exhibitor agrees to protect, save and hold the AASP/NJ, the Mayor and City Council of Secaucus, NJ and the Meadowlands Exposition Center 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 save, and hold harmless the Indemnities against and from any and all losses, costs, damage, from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the hotel, or any part thereof.

**11. MANDATORY INSURANCE.** Exhibitors shall carry and maintain during the period of the Expo, including set-up and teardown days, and at his sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance. The policy must have limits of at least \$1,000,000 combined single limit for bodily injury and property damage, and name AASP/NJ as an additional insured. Exhibitors must furnish a copy of its Certificate of Insurance meeting the above stated requirements to the Meadowlands Exposition Center at 355 Plaza Drive, Secaucus, NJ 07094 by July 7, 2020. If a Certificate of Insurance is not provided by the above-mentioned deadline, exhibitor will forfeit its rental payment(s) and not be allowed to exhibit at the Expo. Exhibitor warrants and represents that by signing this Agreement it will comply with the insurance requirements stated in this Paragraph.

**12. UTILITIES.** MEC shall use reasonable care to have all power services installed in time for the opening of the Expo. Proper and reasonable care shall also be taken to prevent the interruption of power services during the exhibition. However, MEC shall not be held responsible for late installation or interruption of any services that may occur.

**13. CANCELLATION / POSTPONEMENT.** If AASP/NJ is prevented from holding the Expo, due to circumstances beyond its control, including, but not limited to strike, civil disobedience, and/or acts of God, AASP/NJ shall have the sole and absolute right to cancel or postpone the Expo. If the Expo is canceled, AASP/NJ will refund to the exhibitor the amount of the rental paid by him, less a proportionate share of the Expo expenses, and if the exhibitor made no rental payment, he nevertheless shall be obligated to pay his proportionate share of such expenses. If the Expo is postponed, the exhibitor's obligations will remain the same under this Agreement as if the Expo was held as scheduled. Whether an Expo is canceled or postponed, AASP/NJ shall have no further obligation or liability to the exhibitor. In addition, AASP/NJ reserves the right to terminate this contract at any time prior to the Expo. If this contract is terminated, AASP/NJ will refund the amount paid by the exhibitor less any expenses incurred by AASP/NJ in the termination.

**14. RULES AND REGULATIONS.** AASP/NJ shall have full power in the interpretation and enforcement of all rules contained herein. AASP/NJ may make such further rules and regulations, as it shall consider appropriate for the proper conduct of the Expo.

**15. CHOICE OF LAW, JURISDICTION AND ATTORNEY'S FEES.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Every dispute concerning the interpretation, effect of breach of this Agreement shall be resolved in the Superior Court of New Jersey, County of Hudson. To the maximum extent permitted by law, each party agrees to personal jurisdiction, subject matter jurisdiction and venue of such Court. In any action upon this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and cost, as determined by the Court.

**16. TAXES AND LICENSES.** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Expo. Exhibitor shall be responsible for obtaining tax identification numbers and paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Expo.

**17. PHOTOGRAPHY/VIDEO/RECORDING/LIGHTING ON EXPO FLOOR.** No exhibit, performance or event presented at the Exposition shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent from management of the Expo. Exhibitors/Vendors shall not photograph or videotape the exhibit/presentation or product of another Exhibitor/Vendor. The Lighting of any fluorescent bulbs (UV emitting or not) is strictly prohibited on the Expo floor. This includes bulbs to be lit for demonstration purposes (standard booth lighting is permitted).

**The Meadowlands Exposition Center is a non-smoking facility. Smoking is only permitted in areas outside the Meadowlands Exposition Center as designated by the facility.**

## EXHIBITOR MOVE-IN:

**LARGE EQUIPMENT\*** (includes heavy material):

Thursday, August 20: 12pm - 5pm

(\*Contact MEC at 201-330-7773 for Thursday morning move-in)

**SMALL EQUIPMENT** (hand carried / dollied items):

Friday, August 21: 8am - 5pm

**SHOW HOURS:** Friday, August 21: 5pm - 10pm

Saturday, August 22: 10am - 5pm | Sunday, August 23: 10am - 3pm

**EXHIBITOR MOVE-OUT:** Sunday, August 23: Beginning @ 3pm

**EXHIBITOR FREIGHT PICKUP:** Monday, August 24: 8am - 12pm  
(\*Contact MEC at 201-330-7773 to coordinate pickup)