



AEX Contract, Rules & Regulations

2017 EXHIBITOR KIT



69TH ANNUAL HCANJ
CONVENTION & EXPO

HARRAH'S CONFERENCE CENTER
OCTOBER 24-26, 2017



Show Name: 69TH ANNUAL HCANJ CONVENTION & EXPO

Show Dates: OCTOBER 24-26, 2017

Deadline Date To Receive Discounted Rates: MONDAY, OCTOBER 9, 2017

AEX CONVENTION SERVICES

Administrative Offices
3089 English Creek Ave.
Egg Harbor Twp., NJ 08234
Phone: (609) 272-1600
Fax: (609) 272-1680
orders@aexservices.com

ADVANCE WAREHOUSE

AEX Convention Services
c/o Warehouse Manager
3093 English Creek Ave.
Egg Harbor Twp., NJ 08234
Phone: (609) 272-1600
Fax: (609) 272-1680

AIR, GROUND & VAN LINE

FREIGHT SERVICES

LibertyCFS, Inc.
Phone: (905) 338-3993
Fax: (905) 338-1092

Please mail or fax forms to AEX Convention Services.

SHOW MANAGEMENT

HCANJ
AAA Corporate Office Park
4 AAA Drive, Suite 203
Phone: (609) 890-8700
Fax: (609) 584-1047
michelle@hcanj.org

FLORAL SERVICE

AEX Convention Services
Phone: (609) 272-1600
Fax: (609) 272-1680

SPECIALTY FURNITURE SERVICE

AEX Convention Services
Phone: (609) 272-1600
Fax: (609) 272-1680

**ELECTRICAL SERVICE,
BOOTH LIGHTING, INTERNET &
WIRELESS INTERNET SERVICE**

HARRAH'S CONFERENCE CENTER

Encore Event Technologies

1900 Pacific Avenue

Atlantic City, NJ 08401

Phone: (609) 340-2249

Fax: (609) 340-2291



YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY

The terms and conditions set forth below become a part of the Contract between Atlantic Exposition Services, Inc. and you, the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

Exhibitor's Materials are delivered to Atlantic Exposition Service's Advance Warehouse or to an Event site for which it is the contractor. The Payment Authorization Form is accepted or signed.

An order for labor, services and/or rental equipment is placed by Exhibitor with Atlantic Exposition Services, Inc. Work is performed on behalf of Exhibitor by labor secured through Atlantic Exposition Services, Inc.

DEFINITIONS

For purposes of this Contract, Atlantic Exposition Services, Inc., D/B/A AEX Convention Services ("AEX") means its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors AEX may appoint. The term "Exhibitor" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

Full payment, including applicable tax, is due in advance or at show site. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional after deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of AEX except where specifically identified as a sale. All rentals include delivery, installation, and removal from Exhibitor's booth. In case of cancellation of any orders or services by Exhibitor, a one-hour "per person, per hour" charge will be applied for all labor orders that are not cancelled in writing at least 24 hours prior to the scheduled start time. A 50% restocking fee will be applied to all AEX rental items with the exception of Custom-Cut carpet and any other custom-order items, which will remain at 100% of the original charge. If services have already been provided at the time of cancellation, price will remain at 100% of original charge. If the show or event is canceled because of reasons beyond AEX's control, Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. AEX will not issue refunds to Exhibitor of any payments made before the date of cancellation. It is Exhibitor's responsibility to advise AEX of any problems with any orders, and to check the Exhibitor's invoice for accuracy prior to the close of the show or event. If Exhibitor is exempt from payment of sales tax, AEX requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless Exhibitor is rebilling these charges to its customers. For International exhibitors, AEX requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show, terms will be net, due and payable in New Jersey upon receipt of invoice. Effective thirty (30) days after invoice date, any unpaid balance will bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an Annual Percentage Rate of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, any excess finance charge received by AEX shall be either applied to reduce the principal unpaid balance or refunded to the payer. These payment terms and conditions shall be governed by and construed in accordance with the Laws of the State of New Jersey. In the event of any dispute between the Exhibitor and AEX relative to any loss, damages, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to AEX for its services, as an offset against the amount of any alleged loss or damages. Any claim against AEX shall be considered a separate transaction, and shall be resolved on its own merits. AEX reserves the right to charge Exhibitor for the difference between the Exhibitor's estimate of charges and the actual charges incurred by the Exhibitor, or for any charges that AEX may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. If Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, AEX hereby provides notice that it reserves the right, and Exhibitor authorizes AEX, to continue to attempt to secure payment through that or any other Exhibitor(s) credit card for as long as unpaid balances remain on Exhibitor's account.

LABOR UNDER THE SUPERVISION OF AEX – RESPONSIBILITIES:

AEX shall be responsible for the performance of labor provided under this option. AEX does not assume responsibility for any acts of, or loss to, persons, parties and/or other contracting firms not under AEX's direct supervision and control. In no event shall AEX be liable for loss or damage caused by delay in labor beginning work when Exhibitor requests labor to begin later than the start of the working day. AEX shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond AEX's reasonable control.

LABOR UNDER THE SUPERVISION OF EXHIBITOR – RESPONSIBILITIES:

Exhibitor shall be responsible for the performance of labor provided under this option. It is the responsibility of Exhibitor to supervise labor secured through AEX in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with AEX's Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to show or facility management rules and regulations. It is the responsibility of Exhibitor to check in with AEX representative to pick up/signout labor and to AEX Representative to release/sign in labor when the work is completed.

INDEMNIFICATION:

Exhibitor agrees to indemnify, hold harmless, and defend AEX from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorney's fees and investigation costs) for bodily injury, including any injury to AEX employees, and/or property damage arising out of work performed by labor provided by AEX but supervised by Exhibitor. Further, the Exhibitor's indemnification of AEX includes any and all violations of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by facility or show management, and/or directing labor provided by AEX to work in a manner that violates any of the above rules, regulations, and/or ordinances.

FREIGHT

1. **INBOUND SHIPMENT(S)** – Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor or its representative, and during such time the materials will be left unattended. AEX will not be responsible for any loss, damage, theft, or disappearance of Exhibitor’s materials after same have been delivered to Exhibitor’s booth at show site. AEX highly recommends the securing of security services from facility or show management.
2. **OUTBOUND SHIPMENT(S)** - Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. AEX will not be responsible for any loss, damage, theft, or disappearance of Exhibitor’s materials before same have been picked up for reloading at the conclusion of the event. AEX highly recommends the securing of security services from facility or show management. All Material Handling Agreements submitted to AEX by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to AEX and the actual count of such items in the booth at the time of pickup.
3. **PACKAGING & CRATES** – AEX shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed materials. In addition, AEX shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage, crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.
4. **EMPTY CONTAINERS** – Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of the Exhibitor or its representative. All previous labels must be removed or obliterated. AEX assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without AEX labels; improper information on the empty labels. AEX will not be liable for loss or damage to crates and containers or their contents while same are in empty container storage.
5. **DELIVERY TO THE CARRIER FOR RELOADING** – AEX assumes no responsibility for loss, damages, theft, or disappearance of Exhibitor’s materials after same have been delivered to exhibitor’s appointed contractor, shipper, or agent for transportation after the conclusion of the show. AEX loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. AEX assumes no responsibility for loss, damage, theft or disappearance of Exhibitor’s materials that arises out of improperly loaded materials.
6. **DESIGNATED CARRIERS** – In order to expedite removal of materials from show site as required by show management and/or the facility, AEX shall have the authority to change the Exhibitor designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor’s shipping instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. In no event shall AEX be responsible for any loss resulting from such rerouting designation.
7. **AEX’S RESPONSIBILITIES** – AEX shall be responsible only for those services which it directly provides. AEX assumes no responsibility for any persons, parties, or other contracting firms not under AEX’s direct supervision and control. AEX’s performance hereunder is subject to, and AEX shall not be responsible for loss, delay, or damages due to , strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances power failures, explosions, acts of terrorism or war, or for any other cause beyond AEX’s reasonable control, nor for ordinary wear and tear in the handling of materials.
8. **INSURANCE** – It is understood that AEX is not an insurer. Insurance on exhibit materials, if any, shall be obtained by Exhibitor in amounts and for perils determined by Exhibitor. Exhibitor agrees to provide AEX with a release of subrogation to the extent of any insurance settlement received.
9. **CLAIM(S) FOR LOSS** - Exhibitor agrees that any and all claims for loss or damage must be submitted to AEX immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show or exposition (for purposes of claim reporting, the “conclusion” of the show shall be construed as the time when Exhibitor’s materials are delivered to the carrier for transportation from the show site of from AEX’s warehouse). All claims reported after thirty (30) business days will be rejected. In no event shall a suit or action be brought against AEX more than one (1) year after the date of loss or damage occurred.
 - a) **Maximum Recovery.** If found liable for any loss, AEX’s sole and exclusive maximum liability for loss or damage to Exhibitor’s materials and Exhibitor’s sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment whichever is less.

b) **Breach of Contract and/or Negligence only.** AEX's liability shall be limited to any loss or damage which results solely from AEX's negligence in the actual physical handling of the items comprising Exhibitor's shipment(s) OR which results from breach of this contract and not for any other type of loss or damage. In no event shall AEX be liable to the Exhibitor or to any other party for special, collateral, exemplary, indirect, incidental, or consequential damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of the equipment or services of AEX or breach of any of the provisions of this Contract, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if AEX has been advised or had notice of the possibility of such damages, or for any damages caused by Exhibitor's failure to perform Exhibitor's responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic losses.

c) **Lien.** Exhibitor grants AEX a security interest in and a lien on all of Exhibitor's goods (including without limitation all equipment) that is from time to time in the possession of AEX and all the proceeds thereof, including without limitation insurance proceeds (the "Collateral"), to secure the prompt and full payment and performance of all Exhibitor's indebtedness for monies paid, by AEX on its behalf, services performed, materials and/or labor from time to time provided by AEX to or for the benefit of Exhibitor ("Obligations"). AEX shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that AEX is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. AEX may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

10. DECLARED VALUE - Declarations of Declared Value are between the exhibitor and the selected carrier ONLY, and are in no way an extension of AEX's liability stated herein. AEX will be not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions neither to the carrier nor for failure of the carrier to uphold the declared value or any other term of carriage.

11. JURISDICTION / ARBITRATION - This contract shall be construed under the laws of the State of New Jersey without giving effect to its conflict of laws rules. Exclusive venue for all disputes arising out of or relating to this contract shall reside in a court of competent jurisdiction in Atlantic County, New Jersey. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

12. INDEMNIFICATION - Exhibitor agrees to indemnify and forever hold harmless AEX and its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of contributed to by any of the following:

- Exhibitor's negligent supervision of any labor secured through AEX, or the negligent supervision of such labor by any of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
- Exhibitor's negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or exposition to which this Contract related, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of AEX's equipment.
- Exhibitor's violation of Federal, State, County of Local ordinances;
- Exhibitor's violation of show regulations and/or rules as published and set forth by facility and/or show management.

13. DRIVER LIABILITY WAIVER in consideration of AEX permitting entrance to the premises you, your employer, the owner of the truck and/or equipment that you are operating (Truckowner) and you as agent of your employer and the truckowner, hereby assume all risk of injury or harm to yourself and others and damage to your property and property belonging to your employer or others arising from your activities while being permitted to enter the premises. You agree to enter at your own risk. You have full knowledge of any risk involved in this activity. You recognize the hazards and are aware of all the rules for safe operation. Your employer, the truckowner, and you agree to indemnify and hold harmless AEX, its employees, officers, directors, agents, assigns, affiliated companies and related entities, against any and all liability, actions, claims, and damages of any kind whatsoever arising from your activities while being permitted to enter the premise.

14. WAIVER & RELEASE - Exhibitor, as a material part of the consideration to AEX for all rentals & services, including material handling services, waives and releases all claims against AEX with respect to all matters for which AEX has disclaimed liability pursuant to the provisions of this Contract.

15. SEVERABILITY - If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

16. NO ORAL MODIFICATION OR WAIVERS. The terms herein may not be modified or waived orally, but only by an instrument in writing signed by the party against which enforcement of the modification or waiver (as the case may be) is sought.



UNION JURISDICTIONS AND RULES

Please Mail or Fax Completed Form to: AEX Convention Services
3089 English Creek Ave., Egg Harbor Township, NJ 08234
Fax: (609) 272-1680 • Phone: (609) 272-1600
Email: orders@aexservices.com

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ATLANTIC CITY HOTEL(S)

Trade shows and events held in ATLANTIC CITY HOTEL(S) are subject to union jurisdictions that affect exhibitors. You will find the jurisdictions are comparable, and in many cases more user friendly, than other union facilities. This outline is designed to assist you by answering the most frequently asked questions.

Freight & Material Handling

You may ship goods, via the carrier of your choice, to either AEX Convention Services' advance warehouse or direct to show site for arrival during the published receiving periods. Material Handling (drayage) is within the Decorator's union jurisdiction (unload, deliver, remove, and reload freight). Material Handling may be ordered using the "Material Handling Order Form" provided in the kit and is entirely distinct from shipping. Exhibitors may, at their option, handle their own freight using their own carts or dollies. Pallet jacks and motorized equipment is not permitted.

Furniture & Carpet

Furniture and carpet may be rented using the "Furniture Rental Order Form" and the "Carpet Rental Order Form" which are provided in the kit. The price includes union labor for delivery, installation, and removal.

Booth Erection & Dismantling

The Decorators union has jurisdiction over the erection and dismantling of displays and exhibits and may be hired to install exhibitor owned carpet, padding, flooring, hang signs, etc. Labor can be ordered using the "Labor Order Form" in the kit. Exhibitors may, at their option, erect and dismantle their own booths. Rigging crews may to be hired to move large machinery within booths and can be ordered using the "Forklift & Rigging Crew Order Form" provided in the kit. Exhibitors may supply their own flooring (carpet, carpet padding, tile, wood, etc.). However, all flooring must be installed and removed by AEX Convention Services' labor, using the "Labor Order Form" enclosed in the kit.

Electric

The ATLANTIC CITY HOTEL electrical staff handles electrical needs, connections and installation of powered signs and headers. Their services may be ordered directly from the facility using the form provided in the kit.

Tipping

AEX Convention Services requests that exhibitors do not tip our employees. They are paid an excellent wage scale denoting a professional status, and tipping is not necessary. This applies to all AEX Convention Services' employees and its subcontractors.

Safety

Standing on chairs, tables or other rental furniture is prohibited. The furniture is not engineered to support your standing weight. AEX Convention Services is not responsible for injuries caused by improper use of its furniture.

Please assist in our efforts to provide a safe working environment for everyone. If you would like additional information or how the jurisdictions may apply to you and your exhibit, please call AEX Convention Services at (609) 272-1600 for assistance.