



## **2006 Joint Industry Unsaleables Management Conference**

### ***TERMS AND CONDITIONS***

The following Terms and Conditions of the Grocery Manufacturers Association (GMA) govern displays and presentations in connection with the 2006 GMA Joint Industry Unsaleables Management Conference (Unsaleables), July 12-14, 2006 at the Charleston Place, Charleston, SC.

#### **YOUR GMA CONTACT FOR ANY QUESTIONS WILL BE:**

**Chris Lashbrook, Assistant, Industry Affairs**  
**Grocery Manufacturers Association**  
**2401 Pennsylvania Avenue, NW ~ Second Floor**  
**Washington, D.C. 20037**  
**Tel: (202) 337-9400 / Fax: (202) 337-4508**  
**E-mail address: [clashbrook@gmabrands.com](mailto:clashbrook@gmabrands.com)**

**CANCELLATION:** Cancellation of the Agreement to lease space at the GMA Unsaleables Conference prior to May 19, 2006 shall subject the Occupant to a penalty of one-half the agreed upon rental. In the event of cancellation by the Occupant after May 19, 2006 the Occupant shall, nevertheless, remain liable for the full agreed upon rental. Any cancellation must be received in writing.

**1. LIABILITY:** Occupant agrees to protect, save and hold GMA, its officers, directors, agents and employees thereof forever harmless for any damages or charges imposed for violations of any law ordinance, whether occasioned by the negligence of the Occupant, its officers, directors, agents and employees or those holding under the Occupant, as well as, to strictly comply with the applicable terms and conditions contained in the agreement between the Charleston Place and GMA regarding the Display premises: and further, Occupant shall at all times protect, indemnify, save, defend, and hold harmless GMA and the Charleston Place, its officers, directors, agents and employees against and from any and all loss, cost (including attorney fees), damage, liability, or expense, without limitation, arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or of any accident or bodily injury or other occurrence to any person or persons, including the Occupant, its agents, employees and business invitees which arise from or out of or by reason of said occupant's occupancy and the use of the Display premises or a part thereof. The Display Participant understands that neither the Grocery Manufacturers Association nor the Charleston Place maintain insurance covering the Display Participant's property and it is the sole responsibility of the Display Participant to obtain such insurance.

GMA shall not assume responsibility for the safety of property of the Occupant, its officers, agents or employees from theft, damage by fire, accident or other causes. IN ALL CASES, OCCUPANTS WISHING TO INSURE THEIR PROPERTY MUST DO SO AT THEIR OWN EXPENSE. IT IS ESPECIALLY RECOMMENDED THAT ALL OCCUPANTS HAVE REPRESENTATIVES IN ATTENDANCE AT ALL TIMES WHEN THE DISPLAYS ARE OPEN AND ESPECIALLY WHEN DISPLAYS ARE BEING SET UP OR DISMANTLED, TO PROTECT THEM AGAINST LOSS OR DAMAGE.

**2. REGISTRATION:** Tabletop Displays are \$5,000 for Industry Suppliers and \$2,500 for Charitable Non-Profit Entities (purchase of each display includes complimentary registration for one (1) attendee).

Contact Chris Lashbrook at GMA by email ([clashbrook@gmabrands.com](mailto:clashbrook@gmabrands.com)) or phone at (202.337.9400)



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Tabletop Display space is complimentary for most conference sponsors. Included in these fees is the ability to display during receptions, continental breakfasts, and all scheduled breaks between sessions. Display Participants are entitled to attend all meal functions and business sessions. GMA will provide a skirted 6 foot table, two chairs, a sign with company name, a wastebasket, one easel and basic electricity.

### **SPONSORSHIP REGISTRATION FEES (*PLEASE CHECK ONE*)**

#### **Sponsorship Opportunities & Fees (Display table complimentary with all sponsorships):**

##### **Social Sponsorships**

- o One (1) Conference Welcome Reception Sponsorship - \$10,000 - July 12, 2006
- o One (1) Thursday Morning Breakfast Sponsorship - \$7,500 – July 13, 2006
- o One (1) Refreshment Break Sponsorship - \$7,000 – July 13, 2006
- o One (1) Luncheon Sponsorship - \$12,500 – July 13, 2006
- o One (1) Conference Reception Sponsorship - \$10,000 - July 13, 2006
- o One (1) Dinner Sponsorship - \$15,000 – July 13, 2006
- o One (1) Friday Morning Breakfast Sponsorship - \$7,500 – July 14, 2006
- o One (1) Box Lunch Sponsorship - \$8,000 – July 14, 2006

##### **Enhancement Sponsorship**

- o One (1) Post Conference Information CD - \$2,000/sponsor (max. 4) or \$7,000 for full sponsorship
- o One (1) Program Sponsor - \$2,000/sponsor (max. 4) or \$7,000 for full sponsorship
- o One (1) Conference Email Kiosks Sponsorship - \$12,500

##### **Tabletop Display Package**

- o One (1) Tabletop Display Package Only (no Sponsorship) - \$5,000 or \$2,500

**3. FAILURE TO COMPLY:** If Occupant fails to install a product or display in the assigned space, or fails to occupy the space, or fails to pay the registration fee, or fails to comply with other provisions of this agreement, GMA shall have the right without notice to the Occupant to take possession of said space and the Occupant agrees to pay an deficiency or any other loss or damage suffered by GMA resulting from such failure to comply.

**4. SUBLEASE OR SHARED SPACE:** The Display Occupant will not assign or sublet assigned space or any part thereof without prior written consent of GMA, and agrees that no sign, placard or names shall be placed in or about the space herein leased or upon the print list of Occupants or Directory of the Exposition, except such as identify the Occupant or his product or products, that no products or services other than his own will be displayed in said space without the prior written consent of GMA, and that all displays shall be subject to the approval of GMA.



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**5. RULES:** GMA shall make rules and regulations and amend the same from time to time, and shall have exclusive final determination in the matter of the interpretation and enforcement of all such rules, regulations and amendments. Occupant agrees GMA's rules will be strictly complied with by the occupant and its employees, agents and guests. Every agreement and representation must be in writing and signed by GMA to be binding upon GMA and this agreement cannot be modified or canceled by the Display Occupant without the written consent of GMA. Sponsor and Display slots will be guaranteed when contract and payment are received by GMA.

**6. BILL OF RIGHTS FOR FELLOW DISPLAY PARTICIPANTS:** No Display should be set up so its arrangement or manner of presentation will obstruct or interfere with the general view or rights of any other Display. No Display shall extend beyond the official floor plan dimensions or into an aisle. Verbal announcements, tape recordings, radios, closed circuit or videotape TV, sound-slide presentations, motion pictures, or other attention-getting devices are prohibited if objectionable to adjacent Display Participants. Approval from GMA and adjacent Display Participants should be obtained in advance in order to avoid disappointment.

Operating equipment, which produces loud steady or intermittent sound levels is prohibited if objectionable to Display Participants in the same area of the hall. Approval of such equipment operation during the Display hours should be obtained from GMA in advance.

**7. INSTALLATION OF TABLETOP DISPLAYS:** Be advised that the Charleston Place will not store display material and/or show merchandise before or after the show. Display space will be available for set-up beginning at 11:00 a.m., Wednesday, July 12, 2005. The Association particularly requests that all material be in place at 5:00 p.m., Wednesday, July 12, 2005.

**8. EXPOSITION DATA:** The floor plan contains all dimensions, which are believed to be accurate to GMA's best knowledge. GMA assumes no responsibility for such measurements, however.

**9. AMERICANS WITH DISABILITIES ACT:** Display occupant shall be responsible for compliance with the applicable provisions of the Americans with Disabilities Act (ADA) with respect to the assigned space.

**10. DISMANTLING:** Display Participants may not dismantle setups or do any packing before the end of the Display event at 12:00 p.m. (noon), Friday, July 14, 2006. The Display floor must be cleared by Friday, July 14, 2006 at 4:00 p.m.

**11. FORCE MAJEURE:** Performance of this agreement is contingent upon GMA's ability to perform, and GMA shall not be responsible for any loss, damage, or delay due to strikes, lockouts, acts of God, government restriction, enemy action, civil commotion, unavoidable casualty or other causes similar or dissimilar, beyond the control of GMA.



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**12.** In the event this agreement is signed in the name of a corporation, partnership, association, club or society, the individual signing name represents to GMA that he or she has full authority to sign and deliver this agreement.



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13. This agreement is not finalized unless and until it is accepted by GMA. GMA will not accept the agreement until payment is made in full.

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### Agreed and Accepted by GMA

(To be signed ONLY after completed contract is submitted with payment)

### Agreed and Accepted by Occupant

Authorized Agent of GMA (Please Print)

Name:

\_\_\_\_\_

\_\_\_\_\_ Authorized agent

Title:

\_\_\_\_\_

Company:

Address:

Signature and Date

Phone:

\_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## 2006 Joint Industry Unsaleables Management Conference

# Complimentary Registration Forms

**Sponsors & Tabletop Display Participants receive complimentary registration to the entire Unsaleables Conference**

**Please refer to the Sponsor / Tabletop Display scale below to determine your number of complimentary registrations. Additional registrations can be purchased at the regular Unsaleables Conference Price.**

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**GMA JOINT INDUSTRY UNSALEABLES MANAGEMENT CONFERENCE**

**July 12 – 14, 2006**

**Charleston Place**

**Charleston, SC**

**COMPLIMENTARY SPONSOR/TABLETOP DISPLAY REGISTRATION FORM**

This conference Registration is for *one individual*. An individual who departs early from the conference or chooses not to attend the conference program itself may not share this registration with another individual.

Name: \_\_\_\_\_ Badge Name: \_\_\_\_\_

Title: \_\_\_\_\_

Spouse Name: \_\_\_\_\_ Spouse Badge \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

***Please note any special requests or needs. GMA will make every effort to accommodate them.***

\_\_\_\_\_  
\_\_\_\_\_

Please return this form and the signed contracts along with a check for the Sponsorship or Tabletop Display fee to:

**Christopher C. Lashbrook**  
**Assistant, Industry Affairs**  
**Grocery Manufacturers Association**  
**2401 Pennsylvania Avenue, N.W., Second Floor**  
**Washington, D.C. 20037**

**Phone: 202-337-9400/ Fax: 202-337-4508/ E-mail: [clashbrook@gmabrands.com](mailto:clashbrook@gmabrands.com)**

*Please keep a copy of this registration form for future reference.*

Contact Chris Lashbrook at GMA by email ([clashbrook@gmabrands.com](mailto:clashbrook@gmabrands.com)) or phone at (202.337.9400)