



Official Exhibit Agreement
February 28 - March 2, 2023
Hilton Chicago
Chicago, IL

MarketPlace Dates
Tuesday, February 28: 3:15pm - 5:15pm
Wednesday, March 1: 3:15pm - 5:15pm
 with one hour reception
Thursday, March 2: 3:30pm - 6:30pm
 MarketPlace Casino Night
Exhibitor Rules & Regulations on the backside

Exhibitor Contact Information

Primary Exhibit Contact Person **All correspondence will be sent to contact person**

Primary Exhibit Contact E-mail

Primary Exhibit Contact Telephone

Exhibiting Company

Company Address

City State/Province Zip/Postal Code

Country *(if outside the US)*

Company Website

NOTE: Primary contact will serve as the MAIN recipient of all event-related correspondence.

Exhibit Information

1. All table tops are equipped with a 8'x30" draped table and two chairs. The basic rate includes: hall guard security, daily cleaning of aisles, and identification sign indicating your company name and table top number.

Company name to appear in publications and on signs if different than the above.

2. **Table Top Choices:** We understand that ASB cannot guarantee our table top choices and authorize ASB to assign table top space as appropriate.

1st _____ 2nd _____ 3rd _____

4th _____ 5th _____ 6th _____

3. List any exhibitor you wish to be near: (Every effort will be made to accommodate your request.)

4. List any exhibitor you do not wish to be near: (Every effort will be made to accommodate your request.)

5. Please provide a brief company description for online exhibitor directory (50 words or less):

Exhibit Table Top Fees

By Jan. 13 After Jan. 13

<input type="checkbox"/> ASB Member (member fees paid)	\$2,500	\$2,700
<input type="checkbox"/> ASB Member (Renew Dues/Join*)	\$2,750	\$2,950
<input type="checkbox"/> Non-Member	\$3,000	\$3,200

**Company will join and register one employee as a new Member of ASB. \$250 will be applied towards membership dues.*

Beverage Tickets

Qty Subtotal

Beverage Tickets in Packs of 5 @ \$65 # _____ \$ _____

Total Payment: \$ _____

Important Note

Table top exhibitor registration fees do NOT include individual BakingTECH or MarketPlace registration/passes. The table top fee is for EXHIBIT SPACE ONLY. Individual registration for MarketPlace & BakingTECH are processed separately. Please visit www.asbe.org/bakingtech2023/registration for details.

Terms of Payment

Exhibitor applications will be accepted in the order they are received with full payment. No refunds will be made after an application has been accepted and registration has been confirmed.

Check enclosed or choose card type:

Visa MasterCard Discover American Express

Card Number CVC# Expiration Date

CC Card Billing Address (If different from registrant information)

City, State, Zip Code (If different from registrant information)

Cardholders Name

Cardholders Signature

Exhibit Contract

As an authorized representative of the Company named above, I hereby apply for exhibit space at ASB's MarketPlace 2023. Rules & Regulations: The undersigned agrees to abide by all rules, requirements, restrictions and regulations as set forth in this agreement or as may be especially designated by the ASB or Hilton Chicago. Failure to abide by such rules and regulations results in forfeiture of all monies paid or due to the ASB under the terms of this agreement. No exhibitor may assign or sublet the whole or any part of the space allotted, nor exhibit therein any goods other than manufactured or handled by the exhibitor in the regular course of business.

Signature

Date

Return to:

American Society of Baking

7809 North Chestnut Avenue

Kansas City, MO 64119

Phone (800) 713-0462 ● Fax (888) 315-2612



Rules and Regulations for MarketPlace 2023

Terms & Conditions

By signing the ASB MarketPlace 2023 Exhibitor Application for Exhibit Space (Application), the undersigned agrees to abide by all rules (Terms), requirements, restrictions, and regulations as set forth in the MarketPlace Registration Information and Rules and Regulations enclosed herewith and any regulations especially designated by the ASB or the Hilton Chicago. Failure to abide by such rules and regulations may result in forfeiture of all monies paid or due the ASB under the terms of this agreement. No exhibitor may assign or sublet the whole or any part of the space allotted, nor exhibits therein any goods other than those manufactured or handled by the exhibitor in the regular course of business.

General

All matters and questions not covered by these regulations are at the discretion of ASB management (Management). Management may amend these regulations at any time, and all amendments that may be made shall be equally binding, upon publication on all parties affected by them as the original regulations.

Violations

Violation of any of these regulations on the part of the exhibitor, its employees, or agents shall annul the right to occupy the space and such exhibitor will forfeit to Management all monies, which have been paid. Upon evidence of violation, Management may re-enter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses, or damages, which Management may incur.

Cancellation of Exposition/MarketPlace

It is mutually agreed that in the event of cancellation of ASB's BakingTECH and/or MarketPlace due to fire, strikes, government regulations, or causes, which would prevent its scheduled opening or continuance, then and thereupon this agreement will be terminated and the ASB shall determine an equitable basis for the refund of such portion of the table top fees as is possible, after due consideration of expenditures and commitments already made.

Assignment of Space

Space will not be assigned without full payment. All assignments will generally be made on a "first-come, first served" basis, with an attempt to accommodate Exhibitors' preference requests. ASB does not guarantee any particular assignment or preference, or the availability of table top or space for assignment. ASB has the right, in its sole discretion, to change Exhibitor's table top assignment. In the event of such re-assignment, ASB will make all reasonable efforts to move Exhibitor to their next-most preferable location. If the re-assigned Exhibitor is dissatisfied with their new table top assignment, that Exhibitor may, at the time of notice of the re-assignment, decline to attend or further attend the MarketPlace and will be refunded their payment.

Payment Policy

To secure table top space for MarketPlace 2023, a completed exhibitor application and contract must be submitted along with 100% table top payment. Applications not accompanied by 100% payment or incomplete applications will be not be considered invalid and will not be processed.

Paying by Check (Payable to ASB or American Society of Baking)

You may submit your exhibitor application electronically (email or fax) without payment to obtain priority table top selection. However, check payments must be received within 10 business days of exhibitor application and contract submission. If payment is not received by the ASB office within 10 business days any exhibit space previously assigned shall be forfeited and table top will not be assigned until 100% payment is received.

Conduct of Exhibitors

The rights and privileges of an exhibitor shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc., must be made inside the exhibitor's area. Canvassing, solicitation of business, or the use of advertising materials or signs by firms other than those who have contracted for space is prohibited. ASB has the right to decline or prohibit any display or portion thereof, which in the opinion of Management is not proper or in keeping with character of the exhibition. ASB may restrict displays, which, because of noise, acts, odors, costumes, gimmicks, method of operation, materials, or for any other reason, may be objectionable to the exhibition. In the event of such restriction or eviction, ASB is not liable for any refunds of rentals or their exhibit expenses.

Table Top Displays

Permitted on the table top are educational literature; samples of ingredients, additives, or food products; sales premiums, souvenirs, handouts, etc.; displays that fit on the top of the table, NOT TO EXCEED 36 inches in height above the table, and computer/DVD/video equipment. **All food and ingredient samples are for display purposes only and NOT for attendee consumption.** All equipment and displays must fit on the table top, which is 8'x30", and not exceed 36 inches above the table. No materials are to be placed behind, aside, or in front of the table.

Not permitted at the table top are free standing displays; displays that are higher than 36 inches above the table or obstruct the view of adjoining exhibits; any materials placed behind, aside or in front of table; and mechanical, electrical or other devices, which produce sounds that prove disturbing to other exhibitors.

Food Product Display Policy

Exhibitors may display food and ingredient samples during the MarketPlace hours. If an exhibitor wishes to provide samples for attendee consumption, the samples must be bite size and pre-packaged by the FDA guidelines and labeling standards. Distribution of food in plastic bags (ie. Zip lock bags) is NOT allowed. Samples should be able to withstand not being refrigerated or frozen as these items will not be made available to exhibitors.

Subletting Space

The subletting, assignment, or appointment of whole or any part of space by any exhibitor is prohibited. No exhibitor may permit any other party to exhibit in the space any goods other than those manufactured or handled by the contracting exhibitor or permit solicitation of business by others within the space.

One Table Top Regulation

Only one company is permitted to occupy each table top space. More than one company is not permitted to purchase a table top together. Companies with separate divisions operating under different names must purchase separate table tops for a maximum of two (2) table tops. Should a company reserve a table for an independent operating division, the table top assignments are not permitted to be across from each other or diagonally opposite from one another. Table tops are permitted to be assigned behind one another and beside each other.

Registration Requirements & Admission

Entrance to the exhibit area is by ASB BakingTECH conference badge only. Everyone, including representatives of exhibitors, must register and wear his or her own ASB BakingTECH conference badge. Conference badges are not transferable.

Table top companies must have one company representative as an ASB professional member in good standing. Exhibiting companies must have a minimum of one Full Conference Delegate registered for BakingTECH. Additional exhibitors must be a minimum of MarketPlace Only if they are attending the MarketPlace only or be a Full Conference registrant if they attend the entire conference.

No Show Policy

In the event that an exhibiting company has not arrived on the MarketPlace floor by 2:45pm on Tues., 02/28/2023, and has not been granted pre-approval for late set-up, the ASB reserves the right to use the vacant table top space as it sees fit, with no obligation to issue a refund. Any table top materials, either in the vacant table top space or on the loading dock, for that table top space, will be placed in storage at the exhibitor's expense. Substitute table top space will be available at the discretion of the ASB. The exhibitor is responsible for all fees associated with removing freight from storage.

Table Top Staffing

Exhibitor personnel must be representative(s) of the contracting company. Contracting company must be company exhibiting. Each exhibiting company must have an authorized representative present at the MarketPlace throughout display hours and during the set-up and dismantling their display. **Exhibitors may staff their table with a maximum of four (4) people. Individuals registered as spouses/guests of BakingTECH cannot staff tables.**

Exhibitors are prohibited from soliciting customers in other exhibitors' table tops.

Alcoholic Beverages

The serving of alcoholic beverages by exhibitors in the exhibit area is prohibited.

Cooking

Cooking is prohibited in the exhibit area.

Contests, Games, Raffles, and Lotteries

Exhibitors may not offer or give attendance, door or other similar prizes in the exhibition space or adjacent area. Contests, lotteries, raffles and games of chance are prohibited. All "giveaways" shall be of nominal monetary value and in keeping with the nature of an educational and professional meeting.

Building Requirements and Fire Protection

Exhibitors and their agents must comply with all federal and local fire and building codes that apply to places of public assembly. Fire-fighting and emergency equipment may not be hidden or obstructed, including fire extinguishers, strobes, fire hose cabinets, Public Emergency Report Systems (PERS) stations and standpipes. Table top construction shall not block access to any fire/life safety equipment and shall not impede exit access, exit doors or aisles. All table coverings, skirts or any materials used in exhibits must be flame-retardant to meet Chicago Fire Department requirements and have flameproof certificate or tag. Certificates or tags must be prominently attached to the material used so they may be easily seen by facility Fire Marshal.

Contract Obligations and Liability

The exhibitor agrees to protect, save, and keep the ASB and the occupied hotel forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, their employees or agents as well as to strictly comply with the applicable terms and conditions contained in the agreement between the ASB and the occupied hotel regarding exhibition premise. Furthermore the exhibitor shall at all times protect, indemnify, save, and keep harmless the ASB and the occupied hotel against and from any and all loss, cost, damage, liability, or expenses which arises out of or from, or by reason any act or omission by the exhibitor, his employees, or agents.

Insurance

Exhibitors wishing to insure their exhibit materials, goods and/or wares against theft, damage by fire, accident, or loss of any kind must do so at their own expense. The ASB does not carry insurance of any sort on exhibit or other property of exhibitors and the ASB assumes no liability for loss or damage thereto from any cause. Each exhibiting company is responsible for obtaining insurance (Liability and Fire/Theft) in such amounts as deemed appropriate to comply with its obligations hereunder and for its own protection.

Security

Peripheral watchmen shall be furnished by ASB Management to be on duty in the exhibit area when exhibits are closed, but the safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor. The ASB, Hilton Chicago, or the City of Chicago will not be responsible for loss of any material by or for any reason. Each exhibitor is recommended to purchase a portal-to-portal rider available at a nominal cost on their own insurance policy, protecting them against loss through theft, fire, damage, etc.

Table Top Relocation Policy

ASB reserves the right to relocate an exhibitor's table top space due to modifications of exhibit facility, fire marshal regulations or any other reason in the best interest of the overall MarketPlace. Every effort will be made not to relocate an exhibitor's table top. However, should relocation be necessary, the exhibitor will be notified and offered to relocate their table top or cancel with no further penalty.