

## EXHIBITOR RULES AND REGULATIONS | GENERAL EVENT INFORMATION

### 2018 Mom Getaway Day, Rochester, MN

These Rules & Regulations and General Information, hereinafter stated, comprise legally-binding terms and agreements between the exhibitor and JAM Savage Ministries. Having been approved as an exhibitor, your acceptance of a subsequent Booth Assignment signifies your intentions to honor and abide by the terms of this agreement as hereinafter stated and as applies to the MOM GETAWAY DAY, October 26-27, 2018, at the Mayo Civic Center, Rochester, MN.

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**1. Conference Sponsorship.** The Conference and its exhibition component is sponsored and managed by JAM Savage Ministries.

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**2. Application and Contract.** Each exhibitor is required to sign the Application and Contract. The terms of the Application and Contract can be revised only upon written agreement of both parties. All booth personnel will be identified via an official conference name badge according to the information provided on the application.

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**3. Exhibition Dates.** The dates of the exhibition are as follows: set-up and exhibit hours Friday, October 26; exhibit hours and tear-down Saturday, October 27.

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**4. Admission & Acceptance.** JAM Savage Ministries reserves the right to refuse exhibit space to any applicant for any reason. In addition, JAM Savage Ministries reserves the right to refuse exhibit space to any exhibitor if, after the acceptance of the Application and Contract, information should come to the attention of JAM Savage Ministries, which in the reasonable judgment of JAM Savage Ministries, demonstrates that the proposed exhibit or any portion of its contents would be inconsistent with the principles espoused by JAM Savage Ministries or unfavorable to its public reputation. In the event JAM Savage Ministries should exercise this right, any deposit and exhibit fees paid to JAM Savage Ministries shall be refunded – except in situations where the denial of exhibit space shall be for failure or refusal of the exhibitor to comply with the terms set forth elsewhere in the Application and Contract or these Rules & Regulations (in which case the denial of exhibit space shall be treated as a cancellation by the exhibitor).

Exhibitors understand that JAM Savage Ministries is a Christian faith-based organization and that the audiences for JAM Savage Ministries conferences are predominantly drawn from the faith-based community. As such, exhibitors agree to conduct themselves at all times in a manner that maintains the integrity of this relationship. Exhibitors further agree to apply appropriate sensitivity and discernment in the determination of the materials, resources, imagery, and all such content displayed in the contracted booth space. Questions regarding this area should be directed to JAM Savage Ministries in advance. Should any materials be deemed objectionable by JAM Savage Ministries, timely consultation with booth personnel shall take place in order to remedy the situation.

All first-time exhibitors agree to provide JAM Savage Ministries with pre-event samples or photos of any product to be distributed or displayed in the booth. All brochures and handouts for first-time exhibitors must be reviewed by JAM Savage Ministries prior to the conference. No book sales without prior approval from JAM Savage Ministries.

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**5. Assignment of Space.** Space will be assigned pre-event according to the date on which the contract and 50% deposit are received, priority placement criteria, the availability of the requested area, the amount of space requested, special needs, and compatibility of the exhibitor's products with JAM Savage Ministries's aims and purpose.

In future Mom Getaway Days, priority criteria depend on the following factors:

- The number of years the exhibitor has exhibited
- The amount of space the exhibitor reserved in the previous year
- The number of years the exhibitor has been a sponsor

Final placement will be at the sole discretion of JAM Savage Ministries. JAM Savage Ministries reserves the right to shift assigned exhibitor space at any time if, in JAM Savage Ministry's judgment, it becomes necessary to do so. JAM Savage Ministries reserves the right to make modifications in the published floor plan as may be necessary to meet the needs of exhibitors and the exhibition as a whole.

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**6. Exhibitor Personnel.** Each exhibitor receives two complimentary name badges for each 8 ft table of booth space reserved. Exhibitor registration admits exhibitors to conference sessions. Exhibitor personnel attending conference sessions should wait until all paid attendees have been seated before entering. Name badges must be worn by exhibitor representatives during all set-up/tear-down periods and during all official conference hours.

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**7. Cancellation of Space.** In the event JAM Savage Ministries has assigned space and the exhibitor desires to cancel the contract, JAM Savage Ministries will refund 50% of fees paid if written (email) or mailed notification is received by JAM Savage Ministries by 9/14/2018. Cancellations received after 9/15/2018 will not be eligible for any refund. Receipt of cancellations must be confirmed via email. Receipt of cancellations via mail must be confirmed using USPS signature confirmation.

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**8. Default of Occupancy.** Any exhibitor experiencing an unexpected delay in booth set up should contact JAM Savage Ministries immediately for assistance and direction. Any exhibitor otherwise failing to occupy any space contracted for is obligated to pay the full cost of such space. In the event of no-show default by 4pm October 26, all obligations of JAM Savage Ministries to exhibitor hereunder shall cease and JAM Savage Ministries shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor without any rebate or allowance to the defaulting exhibitor.

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**9. Subletting Space.** No exhibitor shall assign, sublet, or share the space allotted without written consent of JAM Savage Ministries.

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**10. Conformance to Laws.** Exhibitor agrees for himself or herself and his/her employees to use contracted space for lawful purposes only and will conform to all laws, ordinances, and regulations. The exhibitor must comply with all local and hotel safety, fire, and health ordinances for the installation and operation of equipment.

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**11. Decorator Rules and Regulations.** Exhibitor agrees to conform to all rules and regulations of the exhibition's official decorator as detailed in the official service kit provided by that company or JAM Savage Ministries. Where union personnel are required by the decorator and/or MAYO CIVIC CENTER, the exhibitor must comply with said union requirements. JAM Savage Ministries is not responsible for decorator and/or MAYO CIVIC CENTER personnel, nor can JAM Savage Ministries guarantee that services and/or utilities promised by the decorator and/or MAYO CIVIC CENTER shall be available during the exhibition. JAM Savage Ministries and any designated decorator will communicate in advance any necessary information relating to your exhibit space requirements, exhibit freight, shipping instructions, labor rules and regulations, deadlines, and other questions.

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**12. Shipment of Exhibit Materials.** Exhibitor shall make arrangements for shipment and delivery of materials. Exhibitor booth shipments shall NOT be directed to JAM Savage Ministries offices, as JAM Savage Ministries assumes no responsibility for display materials shipped erroneously to them. All shipping/receiving deadlines and instructions will be communicated in advance by JAM Savage Ministries or its designee. Exhibitors shall be responsible all outbound shipping - including packing/sealing materials, labeling and addressing cartons, and arranging for carrier pickup.

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**13. Exhibit Space.** Exhibitor must return, in the same condition as was found/delivered, all host facility property and space used during the exhibition. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save JAM Savage Ministries, the MAYO CIVIC CENTER, and their employees and agents harmless against all claims, losses and damages to persons and property, governmental charges or fines, and attorney's fees arising out of or caused by exhibitor installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of MAYO CIVIC CENTER and its employees and agents. In addition, exhibitor acknowledges that neither JAM Savage Ministries nor MAYO CIVIC CENTER maintain insurance covering exhibitors' property in that it is the sole responsibility of each exhibitor to obtain business interruption and/or property damage insurance covering such losses by any exhibitor

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**14. Order Taking and On-Site Sales.** All vendors that sell tangible goods at their booth are required to collect and remit applicable Minnesota sales taxes, and to be able to demonstrate that the appropriate approvals/licenses have been obtained. The exhibitor hereby indemnifies JAM Savage Ministries from any and all liability related to the State of Minnesota or County sales taxes or required licenses that result from exhibitor's appearance at a JAM Savage Ministries conference, including the Exhibitor's failure to obtain the appropriate license and/or failure to collect/remit the applicable taxes.

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**15. Multi-Level/Network Marketing.** Exhibitors who operate as a Multi-Level or Network Marketing organization, or as a Direct Sales organization, are permitted but are reminded that the purpose of the JAM Savage Ministries exhibits are to provide attendees with the awareness of (and, if applicable, the opportunity to purchase) resources, products, and services of potential benefit to them. The onsite recruitment of new dealers/salespeople and/or the solicitation of future party hosts should not be actively initiated by the vendor during the event. Awareness of such opportunities may be shared via distributed information and/or booth signage, and further information may be offered by the vendor in response to attendee inquiries. However, it is not permissible under any circumstance to solicit onsite attendees who have not expressed such an interest, or to use attendee contact information to pursue such solicitation post-event if the attendee did not express interest at the event. JAM Savage Ministries will not tolerate any abuse of this provision. Any abuse of this will cause JAM Savage Ministries to reconsider allowing Multi-Level/Network Marketing exhibitors at future events.

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**16. Security.** Exhibitor understands that no additional security presence shall be provided - either during show hours or otherwise - in the Marketplace, beyond the security presence provided by the host facility. Minimal presence by the JAM Savage Ministries team will be in place in the hours immediately surrounding the opening/closing of the Marketplace each day, but JAM Savage Ministries shall not be liable for any damage or theft to the exhibitor's display or property.

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**17. Delivery and Removal.** For the sake of attendee safety and to avoid unnecessary disruptions, under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the Marketplace hours without permission first being secured in writing from JAM Savage Ministries.

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**18. Limitation on Promotion and Demonstrations.** During the conference and exhibition, all demonstrations, promotional activities, and distribution of materials must be confined within the limits of the exhibit booth(s) in the Marketplace. The playing of loud music, videos, films, or the like, or any other loud or distracting activity that could be objectionable to neighboring exhibitors is prohibited.

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**19. Drawings & Giveaways.** Drawings and giveaways by exhibitors are encouraged within the confines of the exhibit booth. Any giveaway or gift item must be pre-approved by JAM Savage Ministries prior to the conference. The exhibitor assumes complete responsibility for all aspects of the drawing, including delivery of the gift post-event if the recipient is no longer present at the conference when the drawing takes place. Names, addresses, and other attendee contact information collected via entry forms may be utilized by the exhibitor for future communication, provided that the attendee has given her permission at the time of providing such information. Any drawing forms should contain appropriate "opt-in" language for this express purpose.

All exhibitors are invited to provide one giveaway to JAM Savage Ministries to be given away during the event sessions. This giveaway must be provided to JAM Savage Ministries during set-up. JAM Savage Ministries will select the winner from a drawing of all attendees.

**20. Marketplace Restrictions.** Access to the Marketplace during set-up (load-in) and tear-down (load-out) times will be prioritized for confirmed exhibitor personnel and/or their designated exhibitor appointed contractor. JAM Savage Ministries reserves the right to refuse Marketplace access at any time to a person (including removal of said person from the Marketplace) for the sake of maintaining a safe and secure environment.

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**21. Copyrights.** Exhibitor warrants that any copyrighted material to be performed or played has been duly authorized or licensed by the copyright owners or their representatives and agrees to indemnify and hold JAM Savage Ministries harmless from any and all claims, losses, expenses, including legal fees, which might arise from questions of use of any such material described above.

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**22. Use of Space.** Exhibitor's display, equipment, and materials shall be confined to the actual dimensions of the booth space contracted for and be in compliance with IAEE Guidelines for Display Rules & Regulations. Height of display should not be such that it could be objectionable to other neighboring exhibitors. Aisles may not be used by the exhibitor. The exhibitor is responsible for maintaining a neat and clean booth. All tables must be either finished or draped. At no time shall any materials be affixed to, or hung from, any wall surface or hanging drapery in the host facility.

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**23. Exclusions.** Firms or organizations not assigned space in the exhibit area will be prohibited from exhibiting or soliciting business within the exhibition or conference area. Smoking and alcoholic beverages are not permitted on the exhibit floor.

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**24. Insurance.** It shall be the responsibility of the exhibitor to provide for his or her own insurance needs. JAM Savage Ministries shall not provide insurance for the exhibitor.

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**25. Limitations of Liability.** Neither JAM Savage Ministries, its employees, officers, agents, directors, volunteers, or affiliates shall be liable for any injury, loss, or damage to person or property of exhibitor, its employees, agents, and invitees except to the extent that such injury, loss, or damage is caused directly and proximately by substantial negligence on the part of JAM Savage Ministries or its employees. Exhibitor by its execution of this contract expressly waives the right to claim any such excluded liabilities against JAM Savage Ministries and its respective employees, officers, agents, directors, volunteers, or affiliates and acknowledges that it will neither hold nor attempt to hold the organization or any such person liable for any cause whatsoever other than injuries or damages occasioned directly and proximately by the substantial negligence of such persons. Further, neither JAM Savage Ministries, nor its respective a employees, officers, agents, directors, volunteers, or affiliates shall be liable for failure of the scheduled exhibition to be held due to fire, water damage, public emergency, strikes, other labor disputes, boycotts, cancellation of facility contracts, or acts of God beyond the power or control of JAM Savage Ministries to prevent. Further, neither JAM Savage Ministries, nor its respective agents, employees, officers, volunteers, or directors shall be liable for any failure or unavailability of utilities or any facility or decorator services or personnel. In the event that JAM Savage Ministries, or any of its agents, shall receive a claim or complaint, which in part or in whole arises from exhibitor's actions or failure to act, exhibitor shall indemnify and hold JAM Savage Ministries, its respective agents, employees, officers, volunteers, or directors harmless from any claim, loss, or liability resulting there from.

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**26. Accommodations.** Exhibitors qualify for the special JAM Savage Ministries conference room rates at conference hotel's terms and conditions. Important! Make your reservations early! Please reserve your room directly with the hotel. Visit the JAM Savage Ministries website ([www.MomGetawayDay.com](http://www.MomGetawayDay.com)) for the official discounted conference room rate and cut-off date. The discounted rate will be honored until this date or until the room block is filled.

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**27. Additional Travel Arrangements.** Consult the JAM Savage Ministries website ([www.MomGetawayDay.com](http://www.MomGetawayDay.com)) for directions.

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**28. Governing Law.** All disputes shall be decided under the laws of the State of Illinois (where JAM Savage Ministries resides) and under the laws of the State of Minnesota (where the event is held), without regard to conflicts of laws principles.

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**29. Christian Mediation.** The parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules Of Procedure For Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries ([www.peacemaker.net](http://www.peacemaker.net)). Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. Any face-to-face proceedings will occur in Illinois.

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**Any questions may be directed to [registrations@jamsavageministries.org](mailto:registrations@jamsavageministries.org)**