

### Terms and Conditions of Entry

**THE SOUTH CAROLINA CORNBREAD FESTIVAL IS FROM 11AM -7PM. YOU MUST ARRIVE NO LATER THAN 10:00AM FOR SET-UP AND REMAIN FOR THE DURATION OF THE CAR SHOW INTERVAL.**

1. By completing and submitting an entry form, each entrant agrees to be bound by the following Terms and Conditions of entry.
2. The event organizer is the North Columbia Business Association, along with The City of Columbia, Richland County and Pepsi-Cola.
3. All entrants must hold a license to drive the vehicle entered in the Classic Car Show.
4. More than one entry is accepted per person. Maximum number of entries is seven (7).
5. All vehicles must be onsite at 1111 Parkside Dr, Columbia SC 29203 by 10:00am.
6. The Car & Bike Show begins at 12:00 noon on Saturday, April 22<sup>nd</sup>, 2017
7. Registrations open 8:00am on February 1<sup>st</sup>, 2017registrations close 9:00 AM on Saturday, April 15th, 2017. The South Carolina Cornbread Festival reserves the right to accept, reject or refuse an entry at any time.
8. Entrants can register online via [www.sccornbreadfestival.com](http://www.sccornbreadfestival.com). Click the Car & Bike Show tab and complete an application.
9. This event will take place rain or shine. There are no refunds once registration is complete.
10. Only pre-registered entrants will be guaranteed to receive an entrant pass.
11. The North Columbia Business Association may vary the terms and conditions of the Car and Bike Show at any time at its absolute discretion.
12. Judging will be held between 2:00pm and 3:00pm on Saturday, April 22<sup>nd</sup> 2017
13. The judge's decision is final and no correspondence will be entered into.
14. Winners will be notified at approximately 3:30pm on Saturday, April 22<sup>nd</sup>, 2017 on the Main Stage.
15. Results will be published online at [www.sccornbreadfestival.com](http://www.sccornbreadfestival.com) no later than Monday, May 1<sup>st</sup>, 2017
16. Category prizes will be sourced from local businesses. Trophies will be awarded.
17. Strictly no vehicles are to depart the South Carolina Cornbread Festival before 7:00pm on Saturday, April 22<sup>nd</sup>, 2017.
18. There is limited space available for tents or marquees. If you would like to set up a tent or marquee, please advise officials on arrival and they will attempt to accommodate your request. However, please be aware that you may not be permitted to set up a tent or marquee if space is limited.
19. Any information concerning the entrant, however obtained (e.g. photographs or video footage), may be used or disclosed at the North Columbia Business Association's discretion.
20. Entrants voluntarily undertake any risks associated with the event and releases the North Columbia Business Association, The City of Columbia and Richland County and Pepsi-Cola employees, agents and officers from any or all liability for damage, loss or injury, however caused, that the entrants may suffer as a result of or arising from breach of these terms and conditions and their participation in the event. Entrants acknowledge and agree The North

Columbia Business Association, The City of Columbia and Richland County and Pepsi-Cola employees may plead this waiver and indemnity as a bar to any proceedings they may commence against all or any of them. Entrants agree to indemnify and keep indemnified the North Columbia Business Association, The City of Columbia and Richland County and Pepsi-Cola employees and agents against any liability, claim, demand, cost or damage they may incur as a result of or arising from, whether directly or indirectly, breach of these terms and conditions and their participation in the event. This clause survives the term of this Competition.

### **Privacy Statement**

The North Columbia Business Association along with the South Carolina Cornbread Festival committee is collecting your personal information for the purpose of assessing your entry in the Car and Bike Show. Information provided may be used to contact the winners and assess your eligibility into the competition. Your information will not be given to any other person or agency unless you have given us permission or we are required by law.

## **Official Terms & Conditions For South Carolina Cornbread Festival**

### **Entertainment Division**

#### ***Car & Bike Show***

***1111 Parkside Dr, Columbia SC 29203***

**Saturday, April 22<sup>nd</sup>, 2017**

The following terms and conditions are incorporated into the Exhibit Space Contract ("Contract") for the South Carolina Cornbread Festival and the Classic Car Show Exhibitors

- I. Organizers: As used herein, the "Show" means the 2017 Annual South Carolina Cornbread Festival promoted in conjunction with the North Columbia Business Association, the City of Columbia, Richland County and Pepsi-Cola. The "Organizer" means the North Columbia Business Association, a South Carolina not-for profit

organization, or its officers, agents or employees acting on its behalf in the organization, promotion, and production of the South Carolina Cornbread Festival.

- II. Car and Bike Show Hours: The official open hours of the Show are 11:00 A.M. – 7:00 P.M. on 1111 Parkside Dr, Columbia SC 29203. Scheduled times for move-in of exhibits will be assigned to Exhibitors two weeks prior to move-in and shall be strictly adhered to. All exhibits must be in place and ready for display no later than 10:00 A.M. on Saturday, April 22<sup>nd</sup>, 2017 and remain intact until the official close of the Show. All exhibits must be removed by 7:00 P.M., following the close of the Classic Car Show interval, unless otherwise specified in the move-out schedule.
- III. Show Promotion: Organizer will arrange Show promotion and publicity for the Show. This will include distribution of general Show publicity items in reasonable quantities to exhibiting companies and other literature on the Show.
- IV. Outdoor Exhibit Plan: Organizer may change the size or location of the Exhibitor's space or layout of the exhibition at any time if the Organizer deems it to be in the best interest of the Show.
- V. Contract Procedures: Exhibit space is assigned by contract/invitation only. If several independent companies will share the space, this must be so indicated in the Contract; likewise, if subsidiaries or divisions of a company are to be listed as separate exhibitors, their names should be furnished in the Contract. Organizer reserves the right to reject applications for space if Organizer deems it to be in the best interest of the Show.
- VI. Space assignments: Space assignments will be as provided to Exhibitors after acceptance of the Contract by the Organizer. Notice of any changes in space assignments after acceptance will be provided to Exhibitors at least one week prior to the Show. Organizer reserves the right to change such assignments if Organizer deems it to be in the best interest of the Show.
- VII. Subleases: The Exhibitor signing the Contract cannot sublease any portion of its exhibit area.
- VIII. Displays and Construction: (a) Standard Exhibit: (One or more exhibit units in a straight line). All standard exhibits will be confined to a maximum height of ten feet. All display fixtures over three feet in height and within ten feet of an adjoining booth must be confined to that area of the Exhibitor's space within five feet of the back line. Exhibitors are discouraged from using canopies and must clear use with the facility. Manufacturer exhibits may be allowed a higher limitation with special permission of the Organizer. (b) Bulk Space Signs: One 3 x 4 foot tabletop sign will be permitted per manufacturer listing participating dealerships. This sign may only be displayed in the manufacturers area. (c) Booth Signs: Exhibitors will be provided one sign per booth listing company name and location. Additional signs may be contracted privately through the Show decorator. All privately contracted signs on site must be approved by the Organizer. (d) Character of Exhibits: The Organizer reserves the right to approve the character of all displays and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exhibit. Advertising signs and stunts, which are aggressively promotional in nature, intended for use in the exhibit area, the exhibit hall

or the approaches thereto, must be submitted to the Organizer for approval. (e) Dealers' Inventory: A dealer may display only those vehicles for which the dealer holds a manufacturer's franchise, as defined by Organizer's Board of Directors.

10. Exhibitor Conduct and Activity: No soliciting of registrants shall be permitted in the aisles or in other Exhibitors' booths. Samples, catalogues, pamphlets, souvenirs, and other promotional items may be distributed by Exhibitors and their representatives (including models) only within their own booth area. Exhibitors will be permitted to conduct any prize drawing or awards for signing of names and addresses with prior approval of the Organizer. All signs, advertising, literature and other promotional material must directly relate to the Exhibitor's name, product and service as set forth and approved in the Contract. An Exhibitor shall not conduct any event or activity outside of Exhibitor's exhibit space without prior written consent of Organizer.

11. Renewal: Organizer agrees that all Exhibitors participating in the Show shall be given the first right of renewal in future Shows.

12. Use of Sound Devices: Use of music, sound slides, sound motion pictures, loud speakers and other sound devices is subject to the approval of the Organizer. Use of motion pictures and slides will be permitted only if they are directly related to products, services, techniques, or application. The sound volume must be maintained at a level so as to avoid any interference with neighboring Exhibitors and when objections are noted, the Organizer in its discretion may prohibit the use of sound devices or limit operation to short time periods.

13. Noise: While the operation of displayed products is encouraged, such operation must be accomplished without creating a sound factor, which could be objectionable to neighboring Exhibitors. The Organizer reserves the right to terminate Exhibitor's Contract, without penalty or refund, in the event that such noise becomes disruptive to the Show.

14. Beverages and Food: Exhibitors shall not serve alcoholic beverages and/or food or other beverages within the exhibit.

15. Contractor's Services: (a) Services: All services, including but not limited to electrical, storage and other special required services can be arranged through the Organizer.

16. Exhibitors' Lounge: An Exhibitor-only lounge will be available for all registered Exhibitors in the Show. There will be a charge for this area.

17. Cleaning: The Organizer will arrange general cleaning at the close of the Show. Exhibitors must place all trash and other debris in the designated areas for pick-up.

18. Exhibitor Property: (a) Security: Organizer will arrange general security for the entire day of the Car and Bike Show. No outside security personnel will be allowed in the exhibit area during non-public hours unless circumstances warrant. The Organizer reserves the right to reject any commercial security provided by Exhibitor. Security is provided to prevent entry to exhibit areas by anyone not authorized by the Organizer, or not wearing proper badges/attire for admission to such areas. The

security service supplied does not guarantee Exhibitor against loss, and Organizer does not assume any liability for Exhibitor's property. (b) Damage and Theft: Exhibitor understands that Organizer will not carry insurance of any kind on property (including but not limited to exhibits, furniture, furnishings and automobiles) of Exhibitor or Exhibitor's guests, invitees, employees or agents, and that Organizer will not be responsible nor be liable for damage, loss or theft of or to property of Exhibitor or Exhibitor's guests, invitees, employees or agents. No damages, compensation, claim or refund shall be payable by Organizer or any agent, employee, servant, officer, director, manager, member, committee, owner, representative, insurer, sponsor, advertiser, guest or invitee, successor, assign, or affiliate (including subsidiary) (each a "Related Party" and collectively "Related Parties") of Organizer, for any inconvenience to or loss of Exhibitor's business arising from or in connection with any theft, loss or damage to or of Exhibitor's property or portion thereof. To insure against such contingencies and to protect from exhibit loss by fire, flood, explosion damage or loss, Exhibitor should contact its insurance carrier concerning an "extra territorial" rider as part of its regular policy. Exhibitors should be on hand to supervise during setup and dismantling of equipment and other items of high value. Small items of great value should be removed from the exhibit or placed in an appropriate locked enclosure during hours when exhibits are not supervised by company personnel. Exhibitor hereby releases and discharges Organizer and Organizer's Related Parties of and from any liability whatsoever hereafter arising from loss, damage, or injury caused by theft, fire, or other insurable casualty. Furthermore, the Exhibitor shall defend and hold harmless the Organizer and its directors, employees and agents from any liability for same. All property of an Exhibitor is understood to remain in Exhibitor's care, custody and control in transit to or from or within the confines of the exhibit hall. If an exhibit fails to arrive, Exhibitor is nevertheless responsible for the space allotted. (c) Package Removal During Exposition: No units of an exhibit or packages may be removed from the exhibit building during the Show without a written release supplied by the Organizer and supported by proper credentials. All packages, briefcases, etc., are subject to examination before arrival. (d) Move-Out: At move-out, Exhibitor shall make specific arrangements to package or place under lock and key any items of extremely high value and especially any items of general interest such as small instruments, walkie-talkies, high fidelity equipment, projectors, etc.

19. Advance Registration Services: The Organizer agrees to provide advance Exhibitor registration. Visit the website [www.sccornbreadfestival.com](http://www.sccornbreadfestival.com) for details.

20. Damage to Outdoor Area: Exhibitors will be liable for any damage caused by equipment furnished by Owner or service supplier designated by them.

21. Insurance: (a) Exhibitor shall maintain at Exhibitor's own cost and expense insurance against fire and such other perils as may be included in the so-called special form fire and special extended coverage insurance on Exhibitor's property in an amount adequate to cover their replacement cost. Exhibitor shall submit proof of such insurance to Organizer upon Organizer's request. (b) For purposes of the Show, moving into and moving out from the Show, and any and all activities and events conducted by Exhibitor or any of Exhibitor's Related Parties in connection with the Show, Exhibitor, for itself and on behalf of decorators, contractors, service people, or others employed by Exhibitor, shall secure, furnish and maintain at Exhibitor's own cost and expense. (c) All such insurance shall be issued by financially

responsible insurers approved by Organizer (which approval shall not be unreasonably withheld) and authorized to do business in the State of South Carolina. Each insurance carrier shall have an A.M. Best Rating of A-VII or better. All insurance shall contain a provision whereby each insurer agrees not to cancel such insurance without 30 days' prior written notice to Organizer and shall provide for a deductible not greater than \$1,000 from any loss payable. At least thirty days prior to the Show, Exhibitor shall furnish Organizer with appropriate certificates evidencing the aforesaid insurance coverage. Such certificates shall also provide that coverage will not be cancelled or materially altered prior to March 28th before the Show. If the coverage is provided on a claims made basis, such insurance shall remain in effect for a minimum of one year following Exhibitor's completion of its move-out from the Show.

22. Indemnity: Organizer, the North Columbia Business Association, The City of Columbia, Richland County and Pepsi-Cola and their respective Related Parties (collectively, "Indemnitees" and individually an "Indemnitee") shall not be held responsible for and each is hereby expressly relieved from any and all liability by reason of any injury, death, mental anguish, loss or damage to any person or property inside, outside or about the South Carolina Cornbread Festival, however caused, whether the loss, death, injury, mental anguish or damage be to the person or property of Exhibitor or any other person. Exhibitor, on behalf of itself and its Related Parties, shall indemnify and hold harmless each of the Indemnitees, from and against any and all liabilities, judgments, demands, causes of action, claims, demands, actions, suits, judgments, charges, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs arising out of or in any way connected with (i) the conduct or management of Exhibitor's exhibit space; (ii) any activity or event conducted, promoted or organized by Exhibitor in connection with the Show; (iii) any work or thing whatsoever done, or any condition created (even if due to Indemnitee's negligence or breach of this Contract) in or about Exhibitor's exhibit space during the Show or while moving into or moving out from the Show; (iv) any act, omission, or negligence of Exhibitor or any of its Related Parties or contractors; (v) any accident, injury, death, mental anguish, or damage whatever (even if caused by Organizer's negligence) occurring in, at, or upon Exhibitor's exhibit space or occurring during or in connection with an event organized, promoted or conducted by Exhibitor or any of Exhibitor's Related Parties; and (vi) any breach or default by Exhibitor in the full and prompt payment and performance of Exhibitor's obligations under this Contract. In case any action or proceeding is brought against an Indemnitee and such claim is a claim for which Exhibitor is obligated to indemnify an Indemnitee pursuant to this Contract, Exhibitor, upon notice from the Indemnitee, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Indemnitee). Exhibitor shall carry insurance that covers its obligations under this Section and shall deliver evidence of such insurance to Organizer.

23. Labor: Any unofficial service contractor (any contractor not selected by Organizer who services an exhibit) must conform to these Terms & Conditions and the Rules & Regulations as published in the Terms and Conditions of Entry.

24. Payment Policy: Registration must be complete and fees paid prior to admission to the Show on April, 22<sup>nd</sup>, 2017. All registration fees paid are non-transferable, non-refundable, and not subject to

cancellation. Organizer may, but shall not be required to, accept a signed Contract received after April 15<sup>th</sup>, 2017.

25. Amendment: This contract shall only be amended or modified upon the written consent of both the Organizer and the Exhibitor, excepting those provisions expressly providing otherwise.

**CONTACT**

**Office:** (803) 764-6776

**E-Mail:** [events@sccornbreadfestival.com](mailto:events@sccornbreadfestival.com)

**Personal or business checks will be returned.**

**Mail to:**

North Columbia Business Association

ATTN: SC Cornbread Festival

1013 Duke Avenue

Columbia, SC 29203