

2016 Craft Brewers Conference & BrewExpo America® Terms and Conditions

1. LOCATION:

Pennsylvania Convention Center
1101 Arch St.
Philadelphia, PA 19107

2. SHOW HOURS (subject to change):

Wednesday, May 4 9:00 a.m. - 5:00 p.m.
Thursday, May 5 9:00 a.m. - 5:00 p.m.
Friday, May 6 9:00 a.m. - 12:30 p.m.

3. **MOVE IN:** Exhibitors will begin moving in Monday, May 2 at 8:00 a.m. Exhibitors with large machinery or booth spaces of 400 sq. ft or more (see 12b. below) begin targeted move in on Sunday, May 1 at 8:00 a.m. The Service contractor will coordinate specific targeted move in times. All exhibitors should complete booth setup no later than 12 hours before start of show.

4. **MOVE OUT:** Breaking down of booths is prohibited until after the show closes. Exhibitors will begin moving out from close of show on Friday, May 6 from 12:30 p.m. to 11:00 p.m. and on Saturday, May 7 from 8:00 a.m. until 12:00 p.m.

STORAGE OF PACKING CRATES and BOXES: Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but when properly marked, they will be stored and returned to the booth by service contractor. It is the exhibitors' responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

5. BOOTH RENTAL BASIC PRICING (per Square Ft.):

BA Allied Trade Company Member: \$ 23 USD / Sq. Ft
Non-member Company: \$ 30 USD / Sq. Ft
Fee per exposed corner \$100 USD / Corner
Minimum booth rental is 10'x10'

Entitlement to a certain type of stand is not guaranteed
Rental Includes:

- Booth space rental during set up, exhibition, and tear down
- General security of exhibition halls. General lighting of exhibition halls.
- General cleaning of the aisles.

6. **PAYMENT, ALLOTMENT and CANCELLATION CLAUSE:** Applications submitted must be accompanied by a \$200 non-refundable booth deposit (checks or wire payments may be received up to 10 business days after the date of submission). Applications received without such payment will not be processed nor will an assignment be made. No refunds will be made after February 29, 2016, including instances of booth cancellations.

Space allotments will be made by the BREWERS ASSOCIATION based on criteria drawn upon and adopted by the Brewers Association. The Brewers Association reserves the right to decline potential exhibitors who are not deemed beneficial to the overall integrity of the show. THE BREWERS ASSOCIATION ALSO RESERVES THE RIGHT TO MAKE SHIFTS AND ASSIGNMENTS OF ALL BOOTH SPACES AND LOCATIONS.

No contract shall be in force until accepted by the Brewers Association. It is explicitly agreed by the exhibitor that in the event he/she fails to pay space rental at the time specified or fails to comply with any other provisions concerning use of exhibit space, the Brewers Association shall have the right to take possession of said space and lease the same, or any part thereof, to such parties and upon such terms and conditions as it deems proper.

It is the responsibility of each exhibitor to ensure that freight shipped to the show will fit into the Exhibit area. Dimensions of the Exhibit area are indicated on the floor layout accompanying this contract. Further questions regarding Hall size may be directed to the Show Director. Any oversized freight which will not fit into the hall is the sole responsibility of the exhibitor. No provisions will be made for an alternate set-up.

The Brewers Association shall not be responsible to exhibitor for any loss arising out of exhibitor's use of the Exhibit Hall including power interruptions, utility failure and "acts of God."

In the event that the Trade Show shall not be held for any reason whatsoever, the liability of the Brewers Association to the exhibitor shall be limited to the payment received for the rental of space.

7. **SECURITY, LIABILITY AND INSURANCE:** The safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor. Every reasonable precaution will be taken to protect the property during installation, exhibit period and removal. However, neither the Brewers Association, the Convention Center, service contractors, nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes.

It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over, protection of large numbers of removable items in numerous display areas and various other factors, make it reasonable that each exhibitor shall assume the risk of any such injury, loss or damage.

Exhibitors are advised to carry floater insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. It is recommended that exhibitors take precautionary measures of their own, such as securing small or easily portable articles of value and removing of them to a place of safekeeping after exhibit hours. It is also recommended that dummy merchandise be used where possible.

The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitors displays, equipment and other property brought upon the premises of the Convention Center and shall indemnify and hold harmless the Convention Center agents and employees and the Brewers Association for any and all such losses, damages and claims. If insurance is desired, it must be obtained by the exhibitor. It is further understood and agreed that the Brewers Association and the Convention Center shall in no event be held liable to an exhibitor for any lost profits, sales, business opportunities or any other type of direct or consequential damages alleged to be due from a breach of this contract.

The exhibitor shall obtain and provide to the Brewers Association, at least 30 days prior to the time of occupancy as described herein, an insurance certificate reflecting insurance policies providing Workers Compensation and Liability coverage which shall be in effect for the duration of the scheduled event.

8. **DRESS CODE POLICY:** Suggested attire: Business casual. All exhibitor personnel representing an exhibiting company shall be tastefully dressed for a business environment. Any exhibitor representative who is clothed in an inappropriate manner may be ejected from the show or requested to modify his or her dress at the sole discretion of the Brewers Association.

9. USE OF SPACE:

a.) No beer or other alcohol products are allowed to be served at exhibitor booths. Beer will be served only at sponsored Beer Stations.

b.) All demonstrations or other activities must be confined to the limits of the exhibit booth. No exhibitor shall assign, sublet or share space allotted without the knowledge of the Brewers Association. No sales activity in the aisles.

c.) Firms and organizations not assigned space in the exhibit hall are not permitted to solicit business within the exhibit area.

d.) Exhibitor will be solely responsible for any copyrighted or royalty payments due in connection with any broadcast, performance, publication of music, or other audio or visual presentations at or arising from said exhibitor's booth. Operation of such devices must be arranged so that the noise resulting from such demonstrations will not disturb adjacent exhibitors or their patrons. Contact ASCAP for a license to perform copyrighted music at your booth.

e.) Exhibitors are expected to have their booths neat and orderly at all times.

Failure to comply with the above requests will result in the cancellation of contract and immediate removal of exhibits from the show floor at the exhibitors sole expense.

10. **CO-EXHIBITORS/SHARED SPACE:** The use of booth space by another company with its own products and personnel (co-exhibitor) requires a separate application and admission by the organizer. Admission of one or more co-exhibitors is subject to an administrative fee of \$300 per co-exhibitor. Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor. Co-exhibitors only receive a separate listing in conference materials, but will not receive additional badges or visitor passes. The primary exhibitor will receive and manage all badges/passes associated with the booth space.

11. **ARRANGEMENTS OF EXHIBITS:** All exposed parts of displays and/or equipment must be finished or covered in a workmanlike and neat manner so they will not present an unsightly appearance when viewed from adjoining booths or aisles. Exhibitors must confine their displays, materials and staff to within the space occupied by their assigned booth(s). No construction will be allowed in the sides of any booths which would obstruct the view of adjacent booths without the approval of the Brewers Association. Exhibitors failing to comply with this regulation will be required to bring their booth into conformity, or otherwise remove their display from the exhibition and forfeit booth rental charges.

Standard booths are ten feet (10') deep by ten feet (10') across. Larger spaces are available. Booths will have draped backdrops eight feet (8') high with a three foot (3') high side rail. Included with your booth display rental is an identification sign, size-seven inches (7") by 44 inches (44"), consisting of the company name in large bold letters. Copy for this sign will be indicated on the exhibit space contract form. Order forms for additional signs, carpet, electricity and other items and services are included in the exhibitor services kit.

Show Producer

Brewers Association • PO Box 1679 • Boulder, CO 80306-1679

Phone: (303) 447-0816, ext. 125 • FAX: (303) 447-2825

E-mail: events@brewersassociation.org

12. **ADVANCE SHIPPING:** DO NOT ship large shipments in advance directly to the Pennsylvania Center. It does not have adequate storage facilities and will not store exhibitor shipments. Exhibitors will receive shipping information in their EXHIBITOR KIT in December 2015.

13. **EXHIBITS AND PUBLIC POLICY:**

a.) Exhibitor agrees to comply with all labor rules and jurisdictions as outlined in the Exhibitor Kit.

b.) Exhibitors bringing large machinery must fill out the Machinery Notification Form located within the Exhibitor Services Kit. The Service Contractor can then determine building access points and floor loads. Without this form, we cannot guarantee machinery access to the Exhibit Hall or qualification for sliding machinery material handling rates.

c.) Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his/her exhibit or display, the Brewers Association will endeavor to answer such questions. Early attention to such details may save the exhibitor time and money.

d.) Exhibitors wishing to give away sample-size food must receive prior approval. No beer sampling is allowed at exhibitor booths. Beer sampling is ONLY allowed only at sponsored beer stations.

14. **EXCLUSION OF EXHIBITS:** the organizer is entitled to demand the removal of items which or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of show booth regulations. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of this type occurs, the organizer may exclude the exhibitor from participating in a subsequent event.
15. **SET UP & TEAR DOWN PASSES:** Passes for exhibitors and workers employed during set up and tear down times are available to exhibitors, if applicable. The validity of these is limited solely to the set up and tear down times and does not cover admission to the event.
16. **EXHIBITOR PASSES:** A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event. These passes will be made out in the name of the individuals registered. They are not transferable and are only available for pick up with a valid photo ID. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are available for purchase, as supply allows.
17. **CARE OF BUILDING AND EQUIPMENT:** Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, booths or the equipment of the booths. When such damage appears, the exhibitor is liable to the owner of the property damaged.
18. **UNOCCUPIED SPACE:** In the event an exhibitor has failed to occupy space contracted for by 7:00 a.m., Wednesday, May 3, 2016 the Show Producer (Brewers Association) shall have the right to utilize such space in any manner deemed appropriate. This will in no way release the contracted exhibitor, nor shall a refund be in order.
19. **AGE REQUIREMENT:** No one under 21 years of age (including infants) will be permitted on the show floor. Proof of age in the form of a valid photo ID will be required.
20. **PHOTO RELEASE:** Holder grants permission to Brewers Association, and sponsors of the event to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of the Craft Brewers Conference and Brew Expo America that may depict, record or refer to holder for any purpose.