

EXHIBIT SPACE APPLICATION AND CONTRACT



JW Marriott Desert Springs
Resort & Spa
Palm Desert, CA
Expo Date: May 10, 2019

INSTRUCTIONS: Print this application and complete all sections. Sign & return this application with a payment made payable to Farm Journal Media. **Send checks** to PO Box 32019, New York, NY 10087. Applications with **Credit Card** information can be sent to ATTN: Julie Deck 8725 Rosehill Rd, Suite #200 Lenexa, KS 66215. **Applications must include a payment as noted in Item 1 below.** Applications may also be emailed to produceexpos@farmjournal.com. Upon assignment of space, a booth space confirmation will be returned to you.

Company Name _____

Key Contact Name _____

Title _____

Address _____

City/State/Zip _____

Country _____

Phone _____

Fax (optional) _____

E-Mail _____

Website _____

1 SPONSORSHIP PACKAGE OPTIONS:

All package options include booth space. Please see Sponsorship Brochure for program details.

- Platinum — \$8,950
- Gold — \$6,195
- Silver — \$4,375
- Bronze — \$3,195

A 50% deposit of the total Sponsorship Package must be enclosed with this application. Application will not be processed without payment. **The balance is due Nov. 19, 2018.** Applications received after Nov. 19, 2018 must include **full payment.**

CANCELLATION POLICY: All requests for cancellation must be received in writing. If Expo Management receives a written request of cancellation on or before **Nov. 19, 2018**, the exhibitor will be eligible for a full refund minus a \$300 processing fee for a Sponsorship cancelled in the Expo. **No refunds will be made after Nov. 20, 2018.**

2 Locate our exhibit NEAR (list company names):

3 Locate our exhibit AWAY from:

4 BOOTH LOCATION:

Please specify booth numbers for your choices of exhibit space in order of preference.

1. _____ 2. _____ 3. _____

For booth assignment purposes, please indicate your product category—check all that apply:

- Vegetables
- Fruits
- Nuts
- Floral
- Prepared meals
- Produce handling & Storage Equipment
- Packaging & Labeling Supplies & Equipment
- Wholesaler & Distributor
- Display Shelving & Lighting
- Shipping & Logistics
- Computer Systems/Software

5 PAYMENT

- Check payable to: Farm Journal Media
- Credit Card
- AMEX
- MasterCard
- VISA

Expiration Date _____

Credit Card # _____ / _____ / _____ / _____

Name on Card _____

CVV Number _____

6 We agree to abide by all rules and regulations governing the Expo as printed on the reverse side hereof and which are part of this application. Acceptance of this application by the West Coast Produce Conference & Expo constitutes a contract

Authorized Signature (Exhibitor) _____

Date _____

Applications received without an authorized signature and/or payment will not be processed

Name of your Packer Representative:

West Coast Produce Conference & Expo • Exhibit Rules and Regulations

Farm Journal Media, the West Coast Produce Conference & Expo and their authorized representatives are hereinafter referred to as "Expo Management." Exhibitor agrees to use and occupy said space at the rental provided and for the purpose of exhibiting, subject to the conditions set forth herein, and to Expo rules and regulations between Expo Management and the convention facility, which are hereby expressly incorporated herein by reference as though set forth herein in full.

CANCELLATIONS AND REFUNDS: Except as expressly set forth in this paragraph, Expo Management shall make no refunds of monies paid pursuant to Item 1. If an exhibitor's written notice of cancellation is received by Nov. 19, 2018, then Expo Management shall refund to the exhibitor an amount equal to the amount the exhibitor has already paid less a \$300 processing fee for each 8' x 10' booth space canceled in the Expo. Under no circumstances will a refund be made if cancellation occurs after Nov. 19, 2018. If the Expo is canceled or postponed by reason of an Act of God, catastrophe, or other occurrence beyond the control of Expo Management, exhibitor shall be refunded that portion of its payment which has been made for the Expo.

PRODUCTS DISPLAYED: Products or services exhibited must be for use in or related to the Produce Industry. Expo Management reserves the right to refuse space and will act as the sole judge of applicability and fitness of exhibits.

SPACE ASSIGNMENT: All or any of the space herein above designated is subject to reassignment and rearrangement by Expo Management for any reason.

REJECTION PERIOD: Exhibitor, upon notice of definite space assignment, has ten (10) days to reject said space in writing. The ten day rejection period shall not apply to space assigned within 30 days of the Expo.

USE OF SPACE, SUBLETTING OF SPACE: No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Expo Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

EXHIBITOR REPRESENTATION: Exhibitor agrees to appoint a duly authorized representative to have responsibility for and be in attendance at its exhibit during Expo hours. No one under 16 years old will be admitted to the Expo at any time.

REASONABLE SIGHTLINE RULE: For a 8' x 10' booth, sidewalls or any other object or projection may not extend out from the backwall at the 8' height for more than 5' from the backwall. The rules and regulations are based on the physical characteristics of the hall, the wish to be equally fair to all exhibitors, and the safety of all concerned. Exhibitors who have special needs which require variance from these guidelines must submit a written request to the Expo Management Office for approval at least 60 days prior to the conference. Any questions concerning the regulations should be e-mailed to Expo Management at produceexpos@farmjournal.com. Expo Management reserves the right to require an exhibitor to alter the exhibit before the expo or on site. Necessary changes are to be made at the exhibitor's expense and are subject to the approval of expo management.

MANAGEMENT LIABILITY: Neither Expo Management nor convention facility, their agents or employees, shall be liable for any damage to property or loss of business to exhibitor or any person using its allocated space, or for loss by theft or other means.

INDEMNIFICATION: Exhibitor on behalf of its employees, agents, servants, customers and guests will protect, indemnify, and save harmless Expo Management, convention facility, and their agents, against and from any penalty or damage imposed for any violation of any laws or ordinances occasioned, caused, or contributed to by any willful or negligent act of exhibitor, their employees, agents, or servants. Exhibitor on behalf of itself, its employees, agents, servants, customers and guests, will at all times protect, indemnify and save harmless Expo Management, convention facility, and their agents, against and from any and all loss, cost, claim, liability, damage or expense arising out of or from any accident or other occurrence in connection with the use or occupation by exhibitor of said space, causing injury to any person or property whomsoever, occasioned, caused or contributed to by any willful or negligent act of exhibitor, their employees, agents, or servants. Exhibitors must maintain a liability policy at the minimum of \$1 million with Expo Management, convention facility and their agents listed as additional insured.

DEFAULTS: If exhibitor defaults in any of its obligations under this agreement, including any rule or regulation promulgated pursuant to this agreement, Expo Management may, without notice, terminate this agreement; retain all monies received on account of rental as liquidated damages, and remove said exhibitor, its employees, agents, or servants and all of its merchandise and personal property from space contracted for and from the Exposition Hall.

BINDING OF CONTRACT: This agreement shall not be binding until accepted by Expo Management. Exhibitor shall not be entitled to exhibit unless the space rental has been paid in full.

RETAIL SALE OF GOODS & SERVICES: Retail sales may be permitted in the hall, but it is the sole responsibility of the exhibitor to comply with Federal, State and Local Laws, Regulations and Ordinances concerning such sales, including tax and license fees. Exhibitor agrees to hold Expo Management, and the convention facility harmless with respect to such compliance.

LABOR: Exhibitors are required to observe all contracts in effect between Expo Management, service contractors, exhibit facility and the labor organizations involved.

CARE OF BUILDING AND EQUIPMENT: Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or expo equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

OTHER REGULATIONS: These rules and regulations are part of the contract for space, which becomes effective upon the acknowledgment of the receipt of the Application for Exhibit Space and appropriate deposit. Expo Management reserves the right to make such additional conditions, rules, and regulations as it deems necessary to ensure the success of the exhibit. All amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations.