

TERMS OF AGREEMENT: The International Foodservice Distributors Association and its authorized representatives are hereinafter referred to as “IFDA” or “Show Management” and The 2022 IFDA Distribution Solutions Conference is hereinafter referred to as “Show.” It is understood that the following Terms and Conditions are accepted as part of the contract between IFDA and the applicant, hereinafter referred to as “Exhibitor,” to rent exhibit space at IFDA’s Show. The individual signing this contract represents that he or she has the authority to do so on behalf of the applicant. It is agreed that the Exhibitor will abide by the rules and regulations as set forth in the terms of this agreement and the Show Exhibitor Services Manual, before, during and after the Show, and by other reasonable rules considered necessary by IFDA and Tampa Convention Center, hereinafter referred to as “CENTER.”

IFDA shall have the sole authority to interpret, amend, and enforce the provisions included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Show. The parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

Section 1: Payments, Cancellations, Deadlines, and Obligations

PAYMENTS: Completed applications received on or before February 4, 2022, will receive the Early-bird booth rate and must be accompanied by a deposit payment of 50% of the total exhibit space rental. Applications received that are incomplete or without such payment will not be processed nor will space assignment be made. The total balance of the space rental charge will become due on May 20, 2022. In the event an application is not accepted any space payments will be returned.

Completed applications received on or after May 20, 2022 must be accompanied by FULL PAYMENT of the space rental charges, 100% of which is regarded as a non-refundable deposit. Applications received that are incomplete or without such payment will not be processed nor will space assignment be made.

CANCELLATIONS: Cancellation must be made in writing to sales@ifdaonline.org. It is mutually agreed that by canceling exhibit booth space, the Exhibitor relinquishes all benefits of or included with the exhibit booth space. It is also expressly agreed by the Exhibitor that in the event the Exhibitor fails to pay the space rental at the times specified, cancels, or fails to comply with any other provisions contained herein concerning its use of exhibit space, IFDA shall have the right to reassign the booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit as liquidated damages, the amount paid for the space reservation, regardless of whether Show Management enters into a further lease for the space involved.

DEADLINES AND LIQUIDATED DAMAGES:

- US \$200 – Written cancellation received by February 4, 2022.
- US \$500 – Written cancellation or space reduction received by February 5, 2022 through March 25, 2022.
- 50% of the total space cost for any cancellation or space reduction received in writing March 26, 2022 through May 20, 2022.
- 100% of total space cost for any cancellation or space reduction received in writing after May 20, 2022.

No Exhibitor will be allowed to set-up without full payment. Any balance due by Exhibitor is payable regardless of whether Exhibitor is allowed to set-up.

OBLIGATIONS: In the event Exhibitor does not meet all financial obligations when due, the Exhibitor will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney’s fees, and/or collection fees) of not less than 25% of the remaining balance due) IFDA incurs to recover the debt. There will be a \$25 fee for all returned checks. If the above stated interest amount, attorney’s fees and or collections fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such

fees as allowed by such laws shall be paid to IFDA by the Exhibitor.

Section 2: Acceptance of Exhibit Application, Space Rental and Location Assignment, and Endorsement

The Show is a closed trade show and the exhibit is subject to the approval of Show Management. Only professional equipment and services related to the foodservice distribution industry may be displayed. IFDA reserves the right to refuse rental of display space to any company whose display of goods or services is, in the opinion of Show Management, likely to be incompatible with the general character and objectives of the Show. Show Management cannot guarantee but will make every effort to assign space and adhere to the preferences as indicated on page 1 of the application. Show Management reserves the right to make final determination of all space assignments in the best interests of the Show.

By accepting this application, IFDA makes no endorsement, explicit or implied, of the Exhibitor’s company, products, services or business practices.

Section 3: Use of Space

No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless prior written approval is obtained from IFDA. 10’ x 10’ exhibitors are prohibited from assigning, subletting or sharing the rented space with another business or firm. Exhibitor must show only goods or services, manufactured, distributed, or provided by them in the regular course of business.

Section 4: Location of Exhibits

The Show will be located in at the Tampa Convention Center, Tampa, FL.

Section 5: Union Jurisdictions

Exhibitors are required to observe all contracts in effect between Show Management, the official General Services Contractor, the CENTER and the labor organizations involved.

Section 6: Rules and Regulations

AMERICANS WITH DISABILITIES ACT (ADA)

COMPLIANCE: Exhibitors shall be fully responsible for complying with the ADA with regard to booth space, including but not limited to wheelchair access. Information regarding ADA compliance is available from the US Department of Justice ADA Information Line 800-514-0301.

BOOTH – PERIMETER INLINE CONFIGURATION:

Exhibit booths must conform to the same specifications as the Standard Exhibit Configuration with the exception that exhibit booth may not be higher than 16’ in the back. Hanging signage is not permitted.

BOOTH – STANDARD EXHIBIT CONFIGURATION (10’ x 10’, 10’ x 20’, OR LARGER BOOTH IN AN INLINE CONFIGURATION): Exhibit booths must not be higher than 8’ in the back and 4’ on each side. Display

fixtures over 4’ high must be confined to the area of the exhibit which is within 5’ of the backline. Nothing over 4’ high can be within 5’ of the aisle line. Hanging signage is not permitted.

BOOTH ISLAND EXHIBIT CONFIGURATIONS: Exhibit booths must not be higher than 16’. Multi-story exhibits must submit two copies of sketches with actual dimensions and must be approved through stamp or signature of a structural engineer indicating that the structure is properly engineered for the proposed use. Sketches will then be submitted to the CENTER fire marshal for approval. All island configurations and multi-story exhibits must be pre-approved by Show Management and the CENTER no later than August 12, 2022. Following approval of fire marshal, final approval will be at the discretion of Show Management.

BOOTH SET-UP: Exhibit booths must be set-up more than two hours prior to opening of Expo Halls unless granted a waiver with prior written approval by Show Management. Exhibitors not set up by indicated time may be charged additional labor fees for a “forced set-up” or canceled from the Show.

CONTESTS/RAFFLES/GIVEAWAYS: Contests, raffles and giveaways are permitted within the confines of the Exhibitor’s rented space. Exhibitor represents and warrants that any such contest, raffle, giveaway it conducts meets the requirements of all federal, state, and local laws regarding such activities. All such activities must also have the prior approval of Show Management.

DECORUM: Show Management shall have the right to exclude or to require modification of any display or demonstration, which, in its sole discretion, it considers not proper, or not otherwise in keeping with the character of the Show. Exhibitor is bound by the decisions of Show Management in all matters relating to the Show.

DESTRUCTION OF PROPERTY: Nothing shall be posted on, tacked, nailed, screwed, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture. No holes may be drilled, cored or punched in the building. All property destroyed or damaged by Exhibitor must be replaced or repaired to original condition by the Exhibitor at the Exhibitor’s sole expense.

EXHIBIT BOOTH STAFFING: IFDA requires that each exhibitor open its exhibit on time each day and that all booths will be staffed throughout the exposition hours. A \$500 fee will be charged each Exhibitor who breaks down prior to the official close of the Show Thursday, September 15, 2022. Exhibitors who break down or leave prior to the official show closing will not be permitted to exhibit the following year.

EXHIBIT MATERIALS: No combustible decoration, such as crepe paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or any similar decoration

must pass a flameproof test as prescribed by the fire ordinance and receive a permit from the City of Tampa Fire Department and the CENTER. All materials and fluids, which are not flammable, are to be kept in safety containers. Open flames, butane gas, acetylene, oxygen tanks, or other flammable materials are not permitted in the exhibit hall.

EXHIBITOR APPOINTED CONTRACTOR (EAC):

Exhibitor may use, at their own expense, an EAC for installation and/or dismantle, provided that the Exhibitor fills out the appropriate form from the Exhibitor Services Kit for approval and that the EAC provides proper documentation of insurance as listed on the form.

EXHIBITOR BUSINESS AND HOSPITALITY EVENTS:

Exhibitor is encouraged to schedule outside hospitality events. However, Exhibitor agrees not to schedule any business meetings, business related entertainment, or other event in conflict with the official Show agenda. Any such meeting or event must have prior written approval by Show Management.

EXHIBITOR SERVICES KIT RULES: Exhibitor will receive an Exhibitor Services Kit prior to the Show. Exhibitor agrees to follow any additional Rules and Regulations listed in the Kit.

FREIGHT HANDLING: The official General Services Contractor (GSC) for the Show is responsible for controlling access to the loading docks and scheduling vehicles in order to provide safe and efficient Move-in and Move-out. Union labor is responsible for the unloading and loading of all private vehicles and trucks and trailers of common or contract carriers, the handling of empty crates, and cartons and the operation of all forklifts. If required they are available for the loading and unloading of individual company vehicles at the Exhibitor's expense. Exhibitor may hand carry its own materials through approved entrance(s) or exit(s) of the exhibit hall. The use of mechanical equipment by Exhibitor is not permitted.

LITERATURE DISTRIBUTION: Literature distribution may only take place within the confines of the assigned booth space.

MUSIC LICENSING: Exhibitor may not use music, whether recorded or live, in its booth without appropriate music licensing agreements for the public performance of any copyrighted music utilized by the Exhibitor.

NOISE: The noise level from any product demonstration must be kept to a minimum. If in the opinion of Show Management the noise level is unacceptable the Exhibitor must cease immediately. All decisions regarding noise by Show Management are final.

PHOTOGRAPHY: The taking of photographs and video, including digital photography, with the exception of the Official Show Photographer, is prohibited. Exceptions may be granted only with prior written approval from Show Management.

RETAIL SALES: No direct retail sales are permitted at any time. The exchange of payment and delivery of product on the Show floor is prohibited. Exhibitor may take orders; however, delivery of product must take place after the conclusion of the Show.

SOLICITING/DEMONSTRATING: Soliciting or demonstrating by an Exhibitor must be confined to the Exhibitor's rented space and must not interfere with neighboring booths. All demonstrations or other promotional activities, including crowds, from these activities must be confined to the limits of the rented space and must not block the aisles.

Section 7: Security and Access

Perimeter security will be provided as a deterrent only on a round the clock basis from the official listed start

of Move-in on Monday, September 12, 2022 through the end of Move-out on Thursday, September 15, 2022. IFDA is not responsible for any loss or damage to Exhibitor's property. Only individuals with proper Show badges and/or credentials as determined by Show Management will be allowed on the exhibit floor. All workers assisting in Move-in and/or Move-out will be required to wear proper badges or work passes as provided by Show Management. Under no circumstances will children under the age of 16 years old, including infants in strollers, be allowed in the exhibit hall at any time.

Section 8: Right to Remove Exhibitor's Property

Show Management reserves the right to remove from the exposition hall premises any or all of the property of the Exhibitor should the Show be canceled or relocated or should the Exhibitor violate any of the conditions of this agreement. This right may be exercised without prior notice or hearing.

Section 9: Patent, Copyright or Trade Secret

Exhibitor agrees to hold IFDA, their officers, directors, employees and agents harmless from all loss, cost claims, causes or actions, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from our or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, copyright, trademark, trade secret or other intellectual property rights or privileges.

Section 10: Liability and Insurance and Indemnification

Show Management does not maintain insurance covering Exhibitor's property. It is required and Exhibitor agrees to obtain adequate insurance coverage, at Exhibitor's own expense, for property loss and damage and liability for personal injury through the period of the Show, inclusive of Move-in and Move-out days. Acceptable insurance consists of minimum commercial General Liability Coverage of \$2,000,000, with a single limit of \$1,000,000 each occurrence for bodily injury and property damage. Such insurance shall name the following as additionally insured: International Foodservice Distributors Association and the Tampa Convention Center and its officers, directors, agents, volunteers, and elected representatives. Exhibitor will be required to provide proof of insurance by August 31, 2022. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the Show and while in the confines of the CENTER. Neither Show Management, Show Management's General Service Contractor, the management of the CENTER, nor any employees, directors of any of the same are responsible for the safety of the property of the Exhibitor's from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor waives any claim or demand it may have against any of them by reason or any damage to or loss of any property of the Exhibitor.

INDEMNIFICATION AND WAIVER: Exhibitor agrees to hold harmless and defend the International Foodservice Distributors Association and the Tampa Convention Center, and its officers, directors, agents, volunteers and elected officials. ("Indemnities") from any and all liabilities, damages, actions, losses, claims and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed by any act, omission, negligence, fault or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons or invitees. The exhibitor also

assumes the entire responsibility and liability, and agrees to make no claims for any reason whatsoever against Show Management or the CENTER, for losses, damages of any kind, and claims arising out of exhibitor's activities on the CENTER premises, or any act or omission of Show Management or the CENTER, and will indemnify, defend, and hold harmless Show Management, the CENTER, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

Section 11: Cancellation or Relocation of the Show

In the event cancellation or relocation of the Show is due to circumstances within the IFDA's control, the liability of IFDA shall be limited to a refund of deposit and fees paid to IFDA by the Exhibitor. In the event the Show is cancelled or relocated due to circumstances beyond IFDA's reasonable control, including but not limited to any act of God, flood, fire, explosion, strike, lockout, pandemic, revolution, civil unrest, act of public enemies, or government demand or requirement, IFDA shall have no liability of any kind to Exhibitor for damages of any kind, liabilities, actions, claims, expenses, lost revenue, lost profit, or lost business opportunities, or for refund of deposits or fees paid by the Exhibitor.

Section 12: Other Conditions

Any and all matters not specifically covered under this agreement shall be subject solely to the decision of Show Management. Show Management shall have the sole authority to interpret, amend, and enforce these Terms and Conditions, provided Exhibitor receives notice of any amendments when made. Exhibitor, and its employees and contractors, agrees to abide by the forgoing Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives who fail to observe these conditions or contract or who, in the opinion of Show Management conduct themselves unethically may be immediately dismissed from the exhibit hall and/or CENTER, and their exhibit closed without refund or appeal; and additional sanctions may be imposed by Show Management in its sole discretion.

Section 13: Laws Applicable

This application upon acceptance by Show Management constitutes a contract. This contract is irrevocable, and the rights of Show Management under this contract shall not be deemed waived except as specifically stated in writing by an authorized representative of Show Management. Exhibitor further agrees that upon acceptance of this application by Show Management, this agreement shall become binding and enforceable in accordance with its terms. This contract will be binding on the Exhibitor's and Show's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court or competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision, shall be deemed severed from the agreement. Any action arising out of this contract or the Show must be brought in Fairfax County, Virginia, and governed by the law of that locale, exclusive to the choice of law rules of any jurisdiction, and Exhibitor consents to the jurisdiction of such courts. Any action arising out of this contract or the Show must be brought in Fairfax County, Virginia, and governed by the law of that locale, exclusive to the choice of law rules of any jurisdiction, and Exhibitor consents to the jurisdiction of such courts.