



Application & Contract for Exhibit Space

PENNSYLVANIA FOODSERVICE EXPO

Please complete, sign and return entire contract to: Pennsylvania Foodservice Expo, 2700 Cumberland Pkwy SE, Ste. 580, Atlanta, GA 30339, USA | Fax: 404.393.9923 | eMail: Exhibit@PAFoodserviceExpo.com (A facsimile or electronic signature shall be treated as an original signature). Questions, call 770.432.4200 ext. 112. The Company/Division identified below ("EXHIBITOR") applies to Exposition Development Company, Inc. ("ORGANIZER") for exhibit space ("SPACE") at Pennsylvania Foodservice Expo 2017 ("EVENT") as identified on this Application & Contract for Exhibit Space ("APPLICATION & CONTRACT"). When Organizer accepts this Application & Contract it is a legally binding contract ("AGREEMENT") between Organizer and Exhibitor.

Exhibitor & Contact Information

Company Name: \_\_\_\_\_
Display Name: \_\_\_\_\_ (for show directory listing & floor plan)
Contact Name: \_\_\_\_\_ Job Title: \_\_\_\_\_
This person will receive all information relating to the organization of the Expo.
Street Address: \_\_\_\_\_
City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_
Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
Email: \_\_\_\_\_ Website: \_\_\_\_\_

Exhibit Space Request & Pricing Information

Standard Booth Space Package

Minimum booth size is 100 square feet (10' x 10'). Price includes pipe & drape on back (8' high) and sides (3' high), 1 table, 2 chairs, company name sign, wastebasket, directory listing, daily booth cleaning, & booth personnel badges. Island booths do not include any pipe & drape unless requested in advance. Material Handling, carpet & 1 standard electrical outlet provided at no charge if requested via exhibitor advance order deadline.

Table with 2 columns: Member Rate\* (Early Bird) and Non-Member Rate (Early Bird). Includes details for 100 NSF Booth Unit and Open Corners.

\*Must be member of a Supporting Industry Association. NSF = Net Square Feet. Early Bird rates apply only to contracts received with deposit payments by January 31, 2017.

Non-Member Rate Member Rate - Member of: \_\_\_\_\_
Inline (standard booth) Corner (1 open corner) Island (min 400 sq.ft., 4 open corners) Peninsula (min 400 sq.ft., 2 open corners)

Exhibit Size Request:

\_\_\_\_\_ 10x10' Booth Units x \_\_\_\_\_ per Booth Unit = \$ \_\_\_\_\_ (A)
+ \_\_\_\_\_ Open Corners at \$300 each = \$ \_\_\_\_\_ (B) = Total Cost of \$ \_\_\_\_\_ (A+B)

Booth Number Preferences: 1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_

Payment Information & Schedule

PAYMENT IS REQUIRED WITH SIGNED CONTRACT, AND BEFORE BOOTH SPACE WILL BE ASSIGNED OR CONFIRMED. All payments must be made in U.S. Dollars (\$), to "Exposition Development Company, Inc." Up to April 30, 2017 = 50% of Total Booth Cost is Due with Contract. After April 30, 2017 = 100% of Total Booth Cost is Due with Contract.

Exhibitor Authorization

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

The Exhibitor agrees that upon acceptance of this Application & Contract for Exhibit Space by Organizer, this Agreement shall become a legally binding contract enforceable against the Exhibitor in accordance with its terms. The individual signing this document represents & warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms herein, and the rules & regulations included in the Exhibitor Services Manual and/or any other rules & regulations issued prior to the Event.

For Show Organizer Use Only

Date Received: \_\_\_\_\_ Booth # Assigned: \_\_\_\_\_ Booth Dimensions: \_\_\_\_\_
Booth Type: \_\_\_\_\_ Total Cost: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPLICATION & CONTRACT TERMS AND CONDITIONS – Pennsylvania Foodservice Expo 2017

This Agreement contains the entire agreement of the parties. The Pennsylvania Foodservice Expo 2017 will be referred to as the EVENT. Show Management is Exposition Development Company, Inc. and will be referred to as ORGANIZER. The person, company or organization who signs this contract will be referred to as the EXHIBITOR. The rules and regulations outlined in this Agreement, Exhibitor Manual, Exhibitor Confirmation Letter(s) and Exhibitor Newsletters/Updates are terms of this contract. Exhibitor will also comport with all rules and regulations of any organizations and/or service providers designated by Organizer, and the David L. Lawrence Convention Center exhibition center in Pittsburgh, Pennsylvania which will be referred to as the VENUE.

**1. CONTRACT FOR SPACE** -- Applications for Exhibit Space must be made on Organizer's official Application & Contract for Exhibit Space form. Organizer reserves the right to accept or reject any application for Space from any potential Exhibitor. A binding Contract for Space shall come into force only when Organizer has sent a written acceptance to the Exhibitor. Organizer is not bound to accept an application for Space from a potential Exhibitor for the Event even if it has accepted an application for Space from that Exhibitor for another event. There is no automatic right for an Exhibitor to participate in any subsequent event. Signatures on Contract for Space means the person or persons signing the exhibition space contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against Organizer that such person or persons did not have such authority.

**2. OCCUPATION OF BOOTH SPACE** -- Booth representatives shall be restricted to Exhibitor's Employees and their authorized representatives. Booth representatives shall wear badge identification furnished by Organizer at all times. Organizer may limit the number of booth representatives at any time. The Exhibitor must staff all booths during all open show hours. Organizer and its representatives shall be permitted to have access to the Booth and the Space at all times.

**3. PAYMENT TERMS AND DEFAULT OF PAYMENT TERMS** -- Exhibitor shall pay Organizer in accordance with the payment details set out in the Contract for Space. Organizer reserves the right to refuse to let the Exhibitor occupy the Space if Organizer has not received cleared funds of all payments due from the Exhibitor before the due dates. If the Exhibitor defaults on any of its obligations under this contract or violates any exhibition rule or regulation promulgated pursuant to this contract, Organizer may, without notice, terminate the Exhibitor's rights under this contract and may thereupon direct the Exhibitor forthwith to remove its employees and agents, and all of its articles or merchandise and other personal property, from the Space contracted for and from the Venue. In the event of a termination of this contract as a result of any such Exhibitor default or violation Organizer may retain all monies paid or payable under this contract as liquidated damages. The Exhibitor will be responsible for any costs reasonably incurred by Organizer (including reasonable attorney's fees) in enforcing the Exhibitor's obligations under this contract.

**4. CANCELLATION BY EXHIBITOR** -- In the event that the Exhibitor: (a) requests that it cancels its Space; (b) fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract For Space; or (c) fails to occupy the Space allotted to it by the opening time on the first day of the Event, then Organizer reserves the right (but without being obliged to do so) to treat the Contract For Space as being cancelled and apply the following cancellation terms and to re-allocate the Space booked to another Exhibitor. All Exhibitor requests to cancel the Contract for Space must be forwarded to Organizer in writing and received by Organizer by certifiable delivery method not later than the dates referred to below. If cancellation request is received by Organizer on or before April 30, 2017, 50% of the total Space fee is due Organizer. After April 30, 2017, 100% of the total Space fee is due Organizer. All cancellation monies are considered liquidated damages and are not refundable even in the event Organizer allocates Exhibitor's Space to another Exhibitor. Exhibitor shall fully and promptly indemnify Organizer against all expenses, costs, claims, losses, liabilities, charges and damages which Organizer may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Space by the Exhibitor.

**5. DOWNSIZING OF BOOTH SPACE** -- Where an Exhibitor requests a reduction in the size of its Space after acceptance by Organizer of the Exhibitor's application for Space, then the Exhibitor must forward a written request to Organizer in accordance with the delivery method as outlined in section 4 above. Organizer reserves the right to apply the scale of cancellation charges set out in section 4 above to the total cost according to the amount by which the original Space is reduced. Organizer may re-sell or re-allocate the space in question, but Organizer shall be under no obligation to reimburse all or any part of the charge for reduction in Space. There shall be no obligation by Organizer to accept the request for reduction of Space by the Exhibitor. All downsizing monies are considered liquidated damages and are not refundable even in the event Organizer allocates Exhibitor's Space to another Exhibitor. Exhibitor shall fully and promptly indemnify Organizer against all expenses, costs, claims, losses, liabilities, charges and damages which Organizer may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Space by the Exhibitor.

**6. GENERAL OBLIGATIONS OF THE EXHIBITOR** -- Exhibitor shall: (a) occupy the Space by the time set for completion of installation of displays; failure by Exhibitor to do so shall constitute a default and such Space may be possessed by Organizer for such purposes as it may see fit. (b) keep the Booth appropriately decorated and maintained and all exhibits open to view and the Booth adequately staffed continuously during the opening hours of the Event and not dismantle the booth before the end of the Event (any exhibitor breaking down their booth display before the end of the stated show hours may be subject to a US\$1,000 fine). (c) remove all exhibits, fittings, and other items from the Venue by no later than the end of the Dismantling Period (d) not sell or permit to be sold, from the Booth or any other part of the Halls, any food or drink. (e) not do, cause, permit

or suffer to be done anything which shall in the opinion of Organizer constitute a nuisance or which may be an infringement of or contravene any license held by Organizer, or the Venue. (f) ensure that sound levels emitted from the booth shall not exceed those levels which in the opinion of Organizer would cause disturbance to other Exhibitors or which would breach any laws, bylaws or any other rule or regulation. (g) not do, cause, permit or suffer to be done anything which may cause damage, disfigurement or injury of any kind to the Venue or to the person or property of Organizer, Event or any other Exhibitor or any visitor. (h) conduct business and distribute literature only from the Space and no other part of the Hall and not take away buyers from the Venue to other business premises.

**7. POWERS AND DISCRETION OF THE ORGANIZER** -- Organizer shall be entitled to: (a) change the Booth allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space. (b) alter the position or layout of the Event and or booths (c) refuse any person admission to the Event or remove from the Event any person whose presence in the opinion of Organizer is or is likely to be undesirable and Organizer may exercise such rights notwithstanding that any person is the agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor; (d) remove from the Booth or the Venue at the risk and expense of the Exhibitor any product, display, fitting or machinery or other items to which Organizer has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these terms and conditions. (e) alter the dates, opening hours, dates and duration of the installation period, dates and duration of breakdown period and the total duration of the event. (f) change or vary these regulations at any time, or permit exceptions in special circumstances.

**8. EXHIBITORS' LIABILITY FOR LOSS, DAMAGE AND INDEMNITY** -- All exhibits, products, displays, fittings and all other items brought into the Event by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. Organizer shall not be responsible for any loss or damage to such exhibits, products, displays, fittings or items however caused. The Exhibitor shall indemnify and keep indemnified Organizer against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of: (a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or (b) any loss suffered by Organizer as a result of default or negligence of the Exhibitor or any of its agents, subcontractors, invitees or employees; or (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement. The Exhibitor is responsible for and will indemnify and keep indemnified Organizer against all injury loss or damage arising in connection with the erection, use and dismantling of the Space and anything done on or from the booth caused directly or indirectly by the Exhibitor or any contractor, subcontractor, agent or invitee of the Exhibitor or visitor to the booth or by any exhibit or machinery or other item belonging to or introduced by any such person.

**9. LIMITATION OF MANAGEMENT'S LIABILITY** -- (a) Organizer does not make any warranty as to the Event in general and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. While Organizer shall act in good faith, the name of any Exhibitor which may appear on any floor plan or booth number or any statement made by or on behalf of Organizer that any Exhibitor is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by Organizer that any such Exhibitor shall attend the Event. Organizer shall not be liable for the absence of other Exhibitors from attending the Exhibition. (b) Organizer and the Venue shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of Organizer's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, Organizer or Venue or their agents or employees. (c) Without prejudice to section 9(b), the combined liability of Organizer and the Venue for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the amount of all sums paid by the Exhibitor to Organizer under this Agreement in relation to the Event. (d) Organizer and the Venue shall not in any event be liable for any: (i) loss of profit; (ii) loss of revenue; or (iii) loss of goodwill. (e) Organizer and the Venue shall not be liable for any claim made by the Exhibitor more than one (1) year after the Event or, in the case of a series of events, the first such event which gives rise to such claim. (f) Except as set out in this Agreement, Organizer excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Event, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. (g) Each provision of this section 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Agreement. (h) Without limiting its obligation to take out insurance coverage for such risks as it shall consider appropriate the Exhibitor shall take out adequate insurance in respect of matters set out in section 11a, 11b and 11c including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitor's neglect or default.

**10. EXHIBITOR INSURANCE** -- The Exhibitor and any Exhibitor Appointed Contractors shall, at their sole cost and expense, procure and maintain through the term of this Application & Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by Organizer. Such insurance shall include contractual liability and product liability coverage. All property of the exhibitor is understood to remain under its custody and control in transit

to, during Event and from the confines of the Venue.

**11. CANCELLATION BY MANAGEMENT AND FORCE MAJEURE** -- If at the absolute discretion of Organizer, the Venue or portions of the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for reasons beyond the control of Organizer including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, Organizer reserves the right (but shall not be obliged): (a) to change the location and/or date of the Event; (b) to curtail the Event; (c) to reduce the Installation Period, Open Period or Dismantling Period; or (d) to cancel the Event. In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that Organizer shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor. If Event is cancelled in accordance with paragraph d of this section 11 the Exhibitor agrees to accept in complete settlement and discharge of all claims against Organizer a pro-rata share of the total amount paid by all exhibitors at the Event, less all costs and expenses incurred by Organizer in connection with the Event including a reserve, established at the sole discretion of Organizer, for future claims and expenses in connection with Event. In the event that the Event is cancelled by Organizer for any other commercial reason including (without limitation) the lack of support for the Event, Organizer will refund to the Exhibitor all charges paid by the Exhibitor to Organizer and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against Organizer in respect of such cancellation.

**12. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS** -- No open flames or smoldering products are allowed within the Space without prior agreement of the Organizer and Venue. The Exhibitor must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Event or the Venue and in particular any fire regulations. All materials used on and in the Space must be non-flammable. The Exhibitor must comply with and observe any additional regulations and all other instructions and regulations laid down by the Venue from time to time.

**13. ELIGIBLE EXHIBITS** -- Organizer reserves the right to determine eligibility of any company or product to participate in Event. Organizer can refuse assignment of Space to any company whose display of goods or services is not, in the sole opinion of Organizer, compatible with the professional character and objectives of Event.

**14. SUBLETTING OF EXHIBIT SPACE** -- Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from Organizer.

**15. FAX/E-MAIL/TELEPHONE** -- By providing Organizer with e-mail addresses, telephone and fax numbers, Exhibitor gives Organizer and its representatives/agents explicit permission to contact Exhibitor using such addresses or numbers.

**16. EVENT PUBLICITY AND PROMOTION** -- Organizer shall have the non-exclusive right to use the name of Exhibitor in both print and broadcast advertising media in connection with the publicity and promotion of Event.

**17. EXHIBITOR SERVICES MANUAL** -- Organizer shall provide to the Exhibitor and all other Exhibitors an Exhibitor Services Manual before the Event which contains specific regulations with regard to the manner and conduct of the Event. The Exhibitor agrees to abide by any relevant provisions contained in that Manual.

**18. ASSIGNMENT AND SUB-CONTRACTING** -- The Exhibitor shall not assign, sublet, transfer or charge or purport to assign, sublet, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organizer. Organizer reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. Organizer shall give notice to the Exhibitor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of Organizer and (where Organizer's written consent is given) the successors and assigns of the Exhibitor.

**19. RELATIONSHIP OF THE PARTIES** -- Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

**20. SEVERANCE** -- If at any time one or more provisions contained in this Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

**21. APPLICABLE LAW** -- Exhibitor agrees to abide by the Exhibitor Rules and Regulations of the David L. Lawrence Convention Center, Pittsburgh, as may be in effect during the Contract period, and in addition, any such rules and regulations expressly included herein and any person in any aspect of its Exhibitor activities. Any claims against Organizer arising out of, related to, or deriving from the Contract shall be brought to a court having jurisdiction thereof in the State of Georgia, and the laws of the State of Georgia, except its choice of law rules shall apply in such cases. If any term, clause or provision hereof is held invalid or unenforceable by a court of 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 to be unread from the Agreement.

**22. CONTRACT ACCEPTANCE** -- Deposit of Exhibitor's check or other form of payment does not constitute Contract acceptance. This Agreement shall not be binding until accepted by Organizer.