

EXHIBIT SPACE CONTRACT

AMERICAS FOOD & BEVERAGE SHOW & CONFERENCE

September 18-20, 2023

Miami Beach Convention Center

Americas
Food & Beverage Show
& Conference

WORLD TRADE CENTER
MIAMI



BOOTH PRICING:

Please select one option:

_ Option #1: \$34.50 p/square foot for 10x10 (3mx3m) Inline booth **(\$3,450)**

_ Option #2: \$38.50 p/square foot for 10x10 (3mx3m) Corner booth **(\$3,850)**

_ Option #3: \$41.50 p/square foot for 10x10 (3mx3m) Premium Corner Front Location booth **(\$4,150)**

_ Option #4 Custom Island, please contact WTCM for pricing.

Email: info@wtcmiami.org

Direct Tel: 305-871-7910

\$100 * Exhibitor Insurance (Required)

All exhibitors are required to obtain insurance through BUTTINE EXHIBITION AND EVENT INSURANCE, the Show's designated insurance provider and the cost will be added to all exhibitor contracts. This fee will be waived/refunded to international exhibitors if a valid Certificate of Insurance with the required coverages is provided to and approved by the WTCM. For International exhibitors, the Certificate of Insurance must include worldwide liability coverage to have this fee waived.

The Show is produced by the World Trade Center Miami (WTCM).

Please include invoice number on check stub or wire transfer.

Make checks payable to:
World Trade Center Miami

Address:
World Trade Center Miami
5835 Blue Lagoon Drive
Suite 100
Miami, FL 33126

Wire Transfer:
(Please include wire transfer fee)

Customer Name: World Trade Center Miami Inc.

Customer Address: 5835 Blue Lagoon Drive,
Miami, FL 33126

Bank Name: FirstBank,
848 Brickell Ave.,
Miami, Florida 33131

Bank Tel. No. 305-347-4000

Customer Acct. No.: 144007884

ABA #: 267089712 (Domestic/USA)

SWIFT: FBPRRSJ (International)

EXHIBITOR POINT OF CONTACT (One company per contract only)

Online Information & Individual to receive all Expo correspondence. *

Company Name: _____

Exhibiting As Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Telephone: _____ Cell phone: _____

E-mail Address: _____

Website: _____

Key Contact Name: _____

Title: _____

Billing Contact:

First Name: _____ Last Name: _____

Email: _____

*** PLEASE PROOFREAD THE INFORMATION IN THE AREA ABOVE CAREFULLY.** The Key Contact will have the ability to change the above information online should you choose to publish alternate company information online. A password will be supplied with your exhibit space confirmation via e-mail to the e-mail address listed above. Deadlines apply. Contact name and title will not appear in the online listing.

Co-exhibitor Listing Policy: Exhibitors will be allowed one listing per booth or 10'x10' space purchased. Corner booths and Premium Corner Front booths or Options #2 & #3 will include one exhibitor listing, and one co-exhibitor listing. 20x20 booths will be allowed 2 co-exhibitors. Custom Islands of more than 6 booths will be allowed up to 20 co-exhibitor listings. Exhibitors wishing to add additional company listings (co-exhibitor listings) beyond what is permitted may purchase additional listings for \$500 each

PAYMENT OPTIONS: Provide Credit Card info below or refer to the instructions on left for checks and wire transfers.

You may charge: ___ Visa ___ MasterCard ___ Amex **Amount *:** _____

Address and Company Name is same as above _

If different, list: Company Name _____

Address: _____

City _____ State _____ Zip Code _____ Country _____

Name as it Appears on Your Card: _____ Code _____

Credit Card # _____ Exp. Date: _____

I authorize WTCM to charge the amount mentioned above:

Approval required, please sign:

BOOTH INFORMATION:

SIZE & PREFERRED CONFIGURATION OF EXHIBIT SPACE REQUESTED:

Size: _____ ft. x _____ ft.

Configuration: Linear (10' x 10' unit side-by-side or as otherwise indicated).

PREFERRED LOCATIONS: Select three booth spaces from the attached floor plan and indicate below:

1st Choice: Booth # _____ 2nd Choice: Booth # _____ 3rd Choice: Booth # _____

PLEASE SPECIFY COMPANIES AND/OR TYPES OF COMPANIES YOU DO NOT WISH TO BE NEARBY.

The WTCM makes reasonable efforts to accommodate Exhibitor's requests, however, we give no guarantee that the Exhibitor's request will be accommodated.

TRADE SHOW INFORMATION ON PRODUCTS AND CORPORATE ACTIVITIES:

(Note: changes to your exhibiting information originally provided in this contract, require the prior written consent of the WTCM.)

Products to be displayed: _____

Product Categories (select all that apply):

- | | | | |
|----------------------|-------------------------------|--------------------------------------|-------------------------|
| ANIMAL & PET FOODS | BEVERAGES | BREAD & BAKED GOODS | DAIRY PRODUCTS & EGGS |
| EQUIPMENT, PACKAGING | FRESH SEAFOOD | FRESH PRODUCTS, READY-TO-EAT | FROZEN FOODS & ICECREAM |
| GROCERY PRODUCTS | HEALTH, WELLNESS, & LIFESTYLE | MEAT, SAUSAGE, GAME & POULTRY | SERVICES |
| SPECIALTY/ DIET | ORGANIC PRODUCTS | ASSOCIATIONS, ORGANIZATIONS, & MEDIA | |

LANGUAGES SPOKEN: _____

BOOTH CONTENTS REQUIREMENTS:

Select items you will need, that are included in the booth package:

- | | | |
|--------------------------------|--|-----------|
| 10' X 10' pipe-and-drape booth | One skirted 6' table | Carpeting |
| One waste basket | One 500-watt electrical outlet (120 volts) | |
| Booth identification sign | Two chairs | |

BOOTH INCLUDES THE FOLLOWING: 10' X 10' pipe-and-drape booth, booth identification sign, carpeting, two chairs, one skirted 6' table, one wastebasket, one 500-watt electrical outlet (120 volts), 5 free booth staff badges and additional staff badges at \$25.00 per badge will be available. Exhibit dimensions are for reference purposes only. Some booths may be combined to make larger booths.

PAYMENT TERMS: Exhibitor agrees to pay the full amount of the exhibit space rental fee upon its signing of this contract. In the event the WTCM does not accept the contract, all payments will be promptly reimbursed to Exhibitor. Checks should be made payable to the World Trade Center Miami and mailed with one initialed and signed copy of this contract to the World Trade Center Miami, 5835 Blue Lagoon Drive, Suite 100, Miami, Florida 33126, USA. If payment is not made within 30 days of receipt of the booth contract, the booth assignment requested by the Exhibitor may be forfeited and automatically reassigned to another exhibitor. If a wire transfer is used, the Exhibitor must increase the payment by the amount of the wire charge.

ASSIGNMENT OF EXHIBIT LOCATION: The World Trade Center Miami will attempt to assign the requested exhibit space location and will notify Exhibitor of the assigned exhibit space upon acceptance of the contract. However, WTCM gives no guarantee that the Exhibitor's request will be accommodated.

LOCATION OF EXHIBITS: The exhibition will be held at the Miami Beach Convention Center, 1901 Convention Center Drive, Miami Beach, Florida 33139, Halls C&D. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but WTCM reserves the right to make such modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of WTCM.

INSTALLATION AND REMOVAL TIME: Exhibitor will be advised in the Exhibitor Services Manual or by separate communication of specific move-in and move-out times to which it must adhere. Failure to meet move-in and move-out deadlines may result in the forfeiture of exhibit space or the removal of the exhibitor's materials by WTCM at Exhibitor's expense, without providing financial recourse to the Exhibitor by WTCM. Exhibitor is **NOT** permitted to move-out of the exhibit hall before the Show closing time indicated in the Exhibitor Services Manual unless a written authorization is provided by WTCM. Failure to comply with the required move-out time will result in a penalty payable to WTCM by Exhibitor equal to 50% of the cost of exhibitor's booth space rental fee.

EXHIBIT AND CONFERENCE HOURS: The dates and location of the Show identified on this contract may be modified by information subsequently sent to the exhibitor in the Exhibitor Services Manual, which also contains the daily schedule of exhibits and conferences. WTCM may change exhibit hours or the number of days or dates of the exhibition. Exhibitor shall not, during the exhibition or the 30-day period before the first day of the exhibition or any other related conference or exhibition produced by WTCM, nor during the 30 day-period before the first day or during any future exhibition or conference produced by WTCM, conduct, promote, refer to, endorse or sponsor any functions, classes, seminars, exhibits or similar marketing functions within 100 miles of said conference(s) or exhibition(s) other than (i) the exhibition provided in this contract or (ii) functions approved by WTCM and held at a location authorized by WTCM in writing.

ARRANGEMENTS OF EXHIBITS: Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Manual. In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All exhibitors must remain within the confines of their own exhibit space, and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibitors. WTCM shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by WTCM in its sole discretion, will be prohibited. All pavilions must have plans pre- approved by the President of the World Trade Center Miami.

TAXES, LICENSES, SECURITY, INSURANCE AND LIABILITIES: Exhibitor shall be responsible for obtaining any licenses, permits and insurance required by all local, state, or federal laws and regulations or as otherwise required hereunder applicable to its activity at the Exhibition, including tax identification numbers and payment of all taxes, license fees and other charges of any nature that shall become due. WTCM will provide guard service to the perimeter of the exhibit hall during the hours when the exhibit area is closed for the benefit of the Exhibition only and may not be relied upon by Exhibitor for any reason. Exhibitor is solely and fully responsible for its own exhibit material and other property at all times, regardless of its location. Neither WTCM nor its directors, officers, employees, independent contractors, agents or representatives will be responsible for any injury, loss or damage that may occur to Exhibitor or to Exhibitor's employees or sub-contractors and agents or the property belonging to any such party. Anyone visiting, viewing, or otherwise participating in Exhibitor's exhibit space is deemed to be the invitee or licensee of Exhibitor, rather than the invitee or licensee of WTCM. Exhibitor is solely liable for any injury to its property or to persons participating in the exhibit or invitees and guests and assumes full responsibility and liability for its acts and omissions of its agents, employees, invitees, guests or independent contractors, whether acting within or without the scope of their authority and agrees to save harmless WTCM and the exhibit hall from responsibility or liability of any nature whatsoever (including but not limited to reasonable attorneys' fees and costs incurred by an indemnified party at all pre-trial, trial and appellate levels) resulting directly or indirectly from such acts or omissions. WTCM is not responsible for product satisfaction of any buyer, nor does WTCM endorse or warrant any product sold by Exhibitor, who remains solely responsible for its own sales transactions. Exhibitor shall obtain at its own expense comprehensive general liability insurance, including the "broad form endorsement" with a minimum of, at least \$1 million coverage per occurrence and of which will name WTCM, its officers, directors, employees, representatives, sub-contractors and agents and the Miami Beach Convention Center or other venue, as applicable, as additional insureds, and further agrees to waive its rights of subrogation against WTCM and all insured parties.

Initials _____

USE OF EXHIBIT AND PROMOTIONAL ACTIVITIES: All demonstrations or other promotional activities must be confined within the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by its demonstrations or other promotions. During all days of any exhibition produced by WTCM, except as otherwise provided herein or through advertising contained in regularly published periodicals, electronic media and related recurring promotional vehicles, Exhibitor shall not promote its products or organization within 500 yards of any exhibition location without written prior authorization of WTCM. Exhibitor may not promote exhibits, conferences, displays or other marketing or sales activities conducted during the exhibition outside of its exhibit space without the prior written approval of WTCM. Except in certain limited circumstances involving parent corporations, their wholly owned subsidiaries and sister corporations as approved in writing by WTCM or as otherwise approved in writing in advance by WTCM. Exhibitors shall not assign, sublet, or share the exhibit space allotted. Exhibitor affiliates, representatives or agents approved by WTCM in writing may display and solicit business only for the goods manufactured or distributed by Exhibitor in its regular course of business. Exhibitor agrees to carefully follow provisions and restrictions of booth structures as described in the Exhibitor Services Manual. Any exceptions must be approved in writing by WTCM in its sole discretion. WTCM may immediately restrict or remove exhibits which, in the sole opinion of WTCM, are objectionable due to noise, method of operation, personnel, materials or any other reason which may detract from the general character or the consistent and stated purpose of the Exhibition. Exhibitor may not make sales which result in the exchange of merchandise or money in the exhibit hall. Exhibitor may not display, promote from its exhibit space, or otherwise offer nudity or sexually explicit or similarly offensive, as determined by WTCM in its sole discretion, products, demonstrations, presentation, literature or other related matter, including the content of its products or the behavior of its staff and hereby indemnifies and holds WTCM harmless from any claims or damages if suffers with respect to same including reasonable attorneys' fees and costs at all pre-trial, trial and appellate levels.. Exhibitor must adhere to the provision on "Use of Exhibits-Sound Systems and Use of Live or Taped Copyrighted Music" as described in the Exhibitor Services Manual. In the event of such restrictions or removal action, WTCM shall not be liable for any refunds or other Exhibitor expenses.

CANCELLATION POLICIES

CANCELLATION BY EXHIBITOR: (a) In the event Exhibitor cancels all or part of contracted exhibit space, the following provisions shall apply: (i) If written notice of cancellation is received by WTCM prior to May 31, 2023, Exhibitor shall pay a cancellation fee equal to 50% of the total exhibit space rental fee; (ii) If written notice of cancellation is received by WTCM on, or after May 31, 2023, Exhibitor shall pay a cancellation fee equal to 100% of the total exhibit space rental fee. (iii) All cancellation fees are payable immediately upon cancellation. All payments made to WTCM under this contract are deemed fully earned and non-refundable and made in consideration for expenses incurred by WTCM and WTCM lost or deferred opportunities to provide exhibit space to others and all cancellation fees that may become due hereunder are acknowledged by Exhibitor to constitute liquidated damages. (b) If Exhibitor does not make full payment when due under the terms of this contract, WTCM may terminate the exhibit space held for Exhibitor and Exhibitor shall be responsible for payment to WTCM of all amounts which would have been due to WTCM under the terms of subsection (a) above.

DOWNSIZING OF SPACE BY EXHIBITOR: All requests for reduction of exhibit space must be in writing and shall become effective only upon the written approval by WTCM. A fee of 50% of the difference in the cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged for space reduction requests made through May 31, 2023. Commencing August 1, 2023, Exhibitors requesting reductions in space will receive no refund for any difference in cost. Furthermore, WTCM Show management has full authority to relocate any Exhibitor after downsizing of space.

CANCELLATION OF SHOW: If WTCM cancels the Show because of an Event of Force Majeure as defined below, and the Show is rescheduled within six months of the original Show dates, Exhibitor's rental fee for exhibition space shall be applied to pay for Exhibitor's rental space in the rescheduled Show. If Exhibitor elects not to participate in the rescheduled Show, its rental fee shall not be refunded and shall be deemed earned by WTCM. If the Show is cancelled and not rescheduled as set forth above, WTCM will refund that portion of the Exhibitor's rental fee, if any, that WTCM does not apply to pay its direct expenses of the cancelled Show. Any refunds of rental fees will be prorated among all exhibitors. If WTCM's direct expenses equal or exceed all exhibitor rental fees, no rental fees will be refunded. For the purposes of this paragraph, direct expenses shall mean all expenses of the Show incurred by WTCM other than its indirect administrative overhead expenses. WTCM's determination of its direct expenses shall be deemed final and shall not be subject to challenge by any Exhibitor. WTCM shall not be liable for any losses or damages of any type or description, including consequential and/or incidental damages, suffered by Exhibitor because of any rescheduling or cancellation of the Show.

FORCE MAJEURE. WTCM shall not be deemed to have breached this Agreement by reason of its failure to perform any of its obligations if caused by local, national or global strikes, natural disasters, hurricanes or tropical storms, epidemics or pandemics, acts of a public enemy, riots, terrorism, interference by civil or military authorities, government lockdowns or orders that legally compel a party to curtail or cease operations and/or material disruptions in the available workforce or related services, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of WTCM, or if caused by any act or failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure that results or will result in a delay in or cancellation of the Show or otherwise affects WTCM's performance under this Agreement, WTCM shall promptly give notice to the other party of the occurrence and a reasonable estimate of the effect or anticipated effect of the occurrence on the performance of WTCM's obligations under this Agreement if possible. WTCM will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence on its performance under this Agreement, however the cancellation section of this Agreement shall apply.

MISCELLANEOUS. No failure by WTCM to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available following a default hereunder, and no acceptance of full or partial payment during the continuance of any default will constitute a waiver of any such default or any such term or condition. No waiver of any default will affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent default hereunder. The obligations of the parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates. This Agreement may be amended or modified only by a subsequent agreement in writing. This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. Venue for all actions concerning this Agreement shall exclusively lie in the State and Federal Court of Miami-Dade County, Florida and the parties hereby waive any right to a trial by jury in any litigation hereunder.

FINAL PAGE

CONTRACT ACCEPTANCE

PAYMENT TERMS: Exhibitor agrees to pay the full amount of the exhibit space rental fee upon its signing of this contract. In the event the WTCM does not accept the contract, all payments will be promptly reimbursed to Exhibitor. Checks should be made payable to the **World Trade Center Miami** and mailed with one initialed and signed copy of this contract to the World Trade Center Miami, 5835 Blue Lagoon Drive, Suite 100, Miami, Florida 33126, USA. If payment is not made within 30 days of receipt of the booth contract, the booth assignment requested by the Exhibitor may be forfeited and automatically reassigned to another Exhibitor. If a wire transfer is used, the Exhibitor must increase the payment by the amount of the wire charge.

By his / her signature below, the individual signing this contract represents and warrants that he/she has been duly authorized to execute this binding contract on behalf of the named Exhibitor.

Authorized Signature _____

Print Name:

Date:

Questions or more information, please contact:

Alice Ancona - SVP & COO
World Trade Center Miami, Inc.
5835 Blue Lagoon Drive, Suite 100
Miami, FL 33126
Direct Tel: 305-871-7910 / Cell: 305-965-7038
Email: aancona@wtcmiami.org

FOR EXHIBITOR USE:

Booth # (s) Assigned: _____

= \$ _____

RESERVED FOR WORLD TRADE CENTER MIAMI - 2023

***** DO NOT WRITE BELOW THIS LINE *****

Accepted By Ivan Barrios, President, WTCM _____

BOOTH (S) # _____ Price _____ Due: _____