

2022 CiderCon Trade Show Contract

This contract states the terms of agreement for the provision of space at CiderCon 2022, hereafter referred to as "Trade Show." The Trade Show will be held at the Greater Richmond Convention Center, hereafter referred to as "Facility". This agreement is between the organization that is purchasing Exhibit Space, hereafter referred to as "Vendor" and the American Cider Association and CiderCon. Attendance is subject to the terms and conditions of this Trade Show Contract. Booth space is confirmed once payment has been processed. The American Cider Association reserves the right to make changes to Vendor's space and/or the floor plan.

1. Package Registration approval entitles Vendor, subject to the terms and conditions of this contract, to the following during the Trade Show:

- a. Exhibit Space Package as mapped on the Trade Show floor plan.
- b. Price of booth package is \$2,500 after July 15th, 2021. Between June 15th – July 15th, price is \$2375.
- c. Exhibit spaces are 10 x 10 with 3 ft. tall side rails (unless a corner or double booth), which will enable Vendors to maximize their display space without interference from neighboring booths.
- d. All exhibit packages include a wastebasket, two chairs, one skirted table and an identification sign.
- e. Each booth space includes three conference badges. Badges may not be shared. One additional badge may be purchased for a discounted price; anything above that will need to be purchased as a full conference registration. Badges are required for admittance into the Trade Show.
- f. Vendor information, show information, names of Vendors will appear on the CiderCon website and in convention materials.
- g. Each registered Vendor will be able to attend all General Sessions, educational sessions and conference lunches at their own discretion. There are additional costs for ticketed events.
- h. Use of the American Cider Association and CiderCon logos for your website and promotional materials.

2. Cancellations by Vendor and Refunds. In the event of booth cancellation by Vendor (in writing to tradeshow@ciderassociation.org with receipt acknowledged by CiderCon staff): Before November 1st, 2021 - all fees paid less \$500 for processing will be refunded. If cancellation occurs between November 1st, 2021 and January 3rd, 2022, 50% of fees will be refunded - the remaining 50% will be forfeited. After January 3rd, 2022 - the full cost will be forfeited. No refunds will be processed after this date.

3. Cancellations by Trade Show. In the event the Trade Show is cancelled or postponed, Vendor may choose to have 50% of their primary booth fees either refunded or rolled over toward an alternative American Cider Association event or program - the remaining 50% of their primary booth fees will be forfeited. Secondary booth fees will be fully refunded to Vendor in the event of a cancellation by Trade Show. After January 3rd, 2021 - the full cost will be forfeited or a combination of these two options. Refunds will be offered within 90 days of written notification of the Trade Show's cancellation.

3. Payment. Credit card purchases can be processed through the American Cider Association website with a 7% service fee. Checks may be mailed with no service fee to:
American Cider Association, 401 NE 19th Ave. #200 Portland, OR 97233

Wires are also acceptable, and instructions can be requested from tradeshow@ciderassociation.org.

Any balance due must be paid in full by January 3rd, 2022 or Vendor will risk cancellation of space. Unpaid booth fee balances will accrue a 5% late fee on January 4th, 2022 which will increase by 2.5% for each 30 days past due thereafter until the booth fee balance is paid in full. Unpaid balances may result in prohibition from future CiderCons.

4. Display Limitations for Vendors. Booth furniture, display equipment or merchandise may not protrude from the booth. The arrangement of the Vendor's merchandise and/or booth furnishings must also conform to the following requirements:

- a. The display is contained within the booth space purchased. Any materials hanging over the top must be self-supporting and within the space. Failure to stay within these limitations may result in the forfeiture of space.

- b. The display does not interfere with any other Vendor's display in any way.
- c. All displays are self-standing and do not rely on the booth structure for support.
- d. Displays cannot be top-heavy, unstable or protruding in a manner that is objectionable or dangerous to attendees or other Vendors.
- e. Decorator does not allow any pinning or taping to the booth draping. Hooks will be provided.
- f. The Vendor agrees to abide by any additional rules and regulations of the Facility and the Decorator.
- g. All materials including those used for display purposes must be suitably fireproofed and conform to the requirements of the City, State, and Facility.
- h. No decorations, advertising, or signs shall be outside the booth space.

5. Booth Identification Sign. The booth will be provided with a sign denoting the company name and booth number. The company must be the name of record on file with Trade Show Management. Vendor name and booth number must be visible in the booth at all times.

6. Drayage. The Vendor agrees to use the contracted Decorator for drayage. All drayage charges are the sole responsibility of the Vendor. Shipping and rate information will be made available directly from the Decorator.

7. Storage of Cartons, etc. All cartons and other containers used to transport merchandise and displays to the Trade Show will be stored only in the area designated by the Decorator.

8. Distribution of Food or Beverages. Vendor may not distribute any food (no cookies, chips, etc.) or beverages from its booth or elsewhere on the Facility property without authorization from the American Cider Association and Facility. If Vendor's product is food or beverage and Vendor would like to provide samples, it must be pre-approved by American Cider Association and Facility. Only Allied Trade Members of the American Cider Association are allowed to offer cider samples from their booth. Failure to stay within these limitations may result in the forfeiture of space. For more information, email tradeshow@ciderassociation.org.

9. Schedule. The Vendor must adhere to the published CiderCon Trade Show schedule as posted on the show website. Requests to deviate from schedule must be authorized and coordinated by Trade Show Management. It is the responsibility of the Vendor to check the convention website for updates and changes.

10. Insurance. American Cider Association, the Decorator, and the Facility do not accept responsibility for the Vendor's property or person. It is the sole responsibility of the Vendor, if so desired, to obtain business interruption, liability, and property damage insurance covering the Vendor's property. The Vendor agrees to add American Cider Association and the Facility as additional insureds on its own commercial liability insurance policies.

11. Etiquette/Ethics. The Vendor is not to enter another Vendor's display without permission. Photography of another Vendor's display without permission is prohibited. Vendors displaying audio or video products are to keep the volume at a minimum level in respect of other Vendors, attendees, and Trade Show Management. Failure to abide by these guidelines may result in prohibitions from future CiderCons.

12. Solicitation. Solicitation or advertising not approved by Trade Show Management, by a Vendor or any representative of a Vendor's organization on the Facility premises outside the Vendor's booth or display area is prohibited.

13. Limited Liability. The Vendor understands and agrees that employees or agents of the city and state where the Trade Show is being held, the Facility, including law enforcement personnel (collectively "Public Employees"), and any security services provided by Trade Show Management will have access to the Facility at any time. Trade Show Management assumes no responsibility for acts or omissions of any Public Employee or the acts or omissions of any other persons or entities not an employee or agent of Trade Show Management. Trade Show Management is not responsible for any damage or injury resulting from fire, the elements, mob riot, war or civil commotion, or civil authority, or labor difficulties, negligence, lockouts or strikes against American Cider Association or the Facility.

14. Default. Vendor shall be in default under this contract for any failure to comply with any of the terms and conditions hereof. Any default will automatically result, at the sole discretion of Trade Show Management, in revocation of permission to use the booth or otherwise participate in this or future CiderCon Trade Shows. Trade Show Management shall have the right to remove the Vendor's property from the Facility and to store such property at the Vendor's sole risk and expense, if the Vendor's property is not immediately removed upon revocation of

permission to use the booth. Any waiver by Trade Show Management of its rights upon default of the Vendor will not act as a waiver of such rights in the event of any other default. The Vendor shall have no right to any refund in the event its right to occupy the booth is terminated pursuant to default and shall continue to be bound by this Agreement in the event of such termination, including, but not limited to, the reimbursement of Trade Show Management for damages. The Vendor will be allowed 30 minutes to conform to a request to vacate.

15. Removal of Vendor's Property. Trade Show Management reserves the right to remove the Vendor's property, or appoint the Facility or another person to do so from the Facility at the Vendor's sole expense and risk, if American Cider Association's license to use the Facility is revoked for any reason, and if such property is not removed by the Vendor within reasonable time after Trade Show Management's request to do so.

16. Return of Booth Space. The Vendor will vacate the booth space as agreed on Friday and return the booth space to the Facility in the same condition as when first occupied, normal wear and tear excepted. The Vendor shall reimburse Trade Show Management for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the Vendor or its representatives.

17. Prohibited Materials. The Vendor shall not bring or permit any weapons, flammable, explosive or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane or other fuels or combustibles into the Facility.

18. Exhibition Hall Rules and Directions. The Vendor shall comply with all the Facility Rules and Regulations, whether or not stated in this contract, and all applicable federal, state, and local laws. The Vendor will obey the instructions of Trade Show Management, Facility staff, and law enforcement officials at all times on the Facility premises. Smoking is not permitted in the exhibit hall.

19. Licenses and Permits. The Vendor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Trade Show.

20. Indemnification. Vendors shall indemnify, defend, and hold harmless the American Cider Association and the Facility from any and all claims, losses, liabilities, or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by an installation, removal, maintenance, occupancy or use of the Facility or any part thereof, by Vendor. The Vendor shall comply with all federal copyright laws, including music licensing, of unfair competition for all materials displayed in, advertised by or sold from the booth. Vendor shall indemnify, defend and hold harmless the American Cider Association and the Facility from and against any and all claims, losses, liabilities or damages resulting from the Vendor's failure to comply.

21. Disputes and Resolution. The decision or opinion of Trade Show Management in the interpretation of this contract shall be final and binding on the Vendor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of Oregon shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties.

22. Severability. The enforceability, validity, or legality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By electronically signing or agreeing to the Trade Show contract, the Vendor hereby accepts booth space for the CiderCon 2021 Trade Show and agrees to be bound and abide by all of the terms and conditions therein.

23. Children in Trade Show Hall. Anyone under the age of 18 must be registered with Trade Show management and accompanied at all times by an adult who is registered for the conference. Children under the age of 18 are not allowed in the trade show space during set-up and dismantle.

24. Code of Conduct. All Trade Show participants must sign and abide by CiderCon's [Code of Conduct](#). Failure to do so may result in being ejected from the current or future events. Additionally, CiderCon attendees must abide to the Code of Conduct. Should a Vendor be subject to Attendee harassment or inappropriate behavior, Vendor may report the incident through the policies outlined in the Code of Conduct.

25. Co-Marketing Policy. Vendor and Trade Show agree to mutually abide by a co-branding agreement that states:

Marketing materials and promotions at or in promotion of Trade Show will not be used if they are knowingly:

- Degrading or dismissing other companies
- Promoting political candidates or parties
- Mocking, degrading or misrepresenting anybody, including groups of people
- Promoting non-cider beverages
- Purposely targeting minors under the legal drinking age

Payment of Booth Fee acknowledges that as a representative of my company, I have read, understand and agree to the terms of this contract, and my company agrees to abide by these and any other requirements deemed necessary by Trade Show Management.