

Exhibit Space Contract 2014  
Healthy Beverage Expo  
May 29 - May 31, 2014  
Long Beach Convention Center, CA



Produced by F+W Media, Inc.  
5125 W Oquendo Rd., Suite 16, Las Vegas, NV 89118  
702-253-1893 p 702-253-9985 f

Date

### Kombucha Brewers International pavilion contract

#### Company Information

Company Name:  Exhibiting As (DBA):

Year Est.:  Address:  City:

State/ Province:  Zip/Postal Code:  Country:

Phone:  Fax:

Web site:

Facebook Profile:  Twitter Handle: @

Primary Business:

#### Product Information

Products / Brands displayed in booth:

Do you make any health claims in regards to your products?  Will you be sampling in your booth?

☐ I agree to exhibit only those products that adhere to Healthy Beverage Expo standards and I agree to send copies of all exhibiting product labels to Show Management for review before I am allowed to set-up show-site.

#### Contact Information

Key Expo Contact  Email:

Title:  Phone:

Billing Contact :  Email:

#### Payment Information - Special KBI pavilion terms

**Terms: 1/3 due with contract by February 14, 2014. 1/3 due on March 15th. 1/3 due on April 15th.**

**Payments will be automatically charged to company credit card on due dates noted above.** Exhibit space not paid in full by March 14, 2014 is subject to cancellation at Show Management's discretion without refund. **Cancellation Policy-** Any cancellations must be received in writing on company stationery and is subject to cancellation fees. Cancellation letters received by Show Management results in a forfeiture of deposit.

☐ I have read and agree to the above payment terms

Check payable to F+W Media, Inc. Mail to:

☐ PO Box 26384, Chicago, IL 60673-1263

☐ Wire Transfer

☐ American Express

☐ Mastercard

☐ Visa

Card Number:  Expiration Date:  CCV:

Cardholder Name:  Title:

Cardholder Email:

CC Billing Address:  CC Billing Zip:

Print Name:  Signature:

## Exhibit Space Information

### NEW in 2014! 100% hosted freight!

**Your booth price includes all material handling fees from dock to booth to dock. Material Handling charges are the number one hidden cost to exhibitors. Ship your show freight to the advance warehouse by the deadline or direct to show site.**



#### Turn Key Booth Package Included!

All booths (excluding island spaces) include a complete turn-key booth package with 8' high backwall; 2 adjustable shelves; 3' high sidewalls; 6' draped table; 2 chair; wastebasket; booth header id; and carpet.

#### Your Booth also includes....

4 Exhibitor Personnel Badges  
Online Virtual Booth  
Online New Product Listing  
Onsite New Product Showcase  
Show Directory Listing  
First Night's Booth Cleaning  
Listing in Virtual Press Office/PR Newswire  
50% discounted Educational Sessions

## Other Exhibit Space Options

**Standard Booths** are priced per 10'x10' can be combined to create larger exhibit spaces.

**Value Booths** are located along the perimeters of the show floor and other than location, have the same features as the Standard Booths. These discounted booths can be viewed on the online floor plan inside the dashed lines.

**10' x 5' Booths** provide a lower cost solution for companies with small or limited product lines that do not require the larger standard space. 10' x 5' spaces include 8' high backwall, 3' high sidewall, 2 adjustable shelves, 6' draped table, 1 chair, wastebasket, header id, carpet and 2 exhibitor badges.

**20' x 20' Island Space:** Bare space only; no carpet included. Larger island spaces available.

**Private Meeting Rooms** are available on the show floor and come furnished.

Contact Val Moon at val.moon@fwmedia.com or 702.253.1893 for pricing and locations.

Required Booth Size: \_\_\_\_\_ x \_\_\_\_\_ Do you require bare space? ☐ Yes ☐ No Location Preference: \_\_\_\_\_

Booth Space Type	Quantity		Price		Cost
7.5' wide x 8' deep inline booth	<input type="text"/>	X	\$1,800.00	=	<input type="text"/>
7.5' wide x 8' deep corner booth	<input type="text"/>	X	\$2,100.00	=	<input type="text"/>
Total Exhibit Space Cost =					<input type="text"/>

☐ I have read and agree to the terms and conditions of this contract.

Signed By \_\_\_\_\_

Internal Use Only  
Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
Ck #: \_\_\_\_\_ Booth #: \_\_\_\_\_

## Healthy Beverage Expo Rules & Regulations

### PAYMENT AND CANCELLATIONS

Terms for payment and cancellation policy are listed on the Contract for Exhibit Space.

### EXHIBIT SPACE ASSIGNMENT

HBE is a closed trade show designed to provide a showcase for goods and services specifically designed for or customarily used for the beverage industry. HBE reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of HBE, likely to be compatible with the general character and objectives of the exposition. Whenever possible, space assignments will be made by HBE in keeping with the preferences as to location, by the Exhibitor. Generally, the criteria for assignment include but are not limited to: prior years participations, deadline adherence, date of receipt of application, booth configuration and proximity of competitors. HBE, however, reserves the right to make the final determination on all space assignments in the best interest of the exhibition. **Subletting Space.** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm, except for parent or subsidy companies, in the said exhibit space without the written consent of HBE. **Assignment/Transfer.** The agreement is non-assignable by exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor except with the express written consent of Show Management. In the event of such an assignment, assignor must provide written notification to Show Management.

### DISPLAY REGULATIONS

**Display Installation and Removal.** Show Management reserves the right to fix the item for the installation of a booth prior to the show opening and its removal after the conclusion of the Show. All displays must be in place and display material, cartons, and refuse removed from the aisles by 11:00am, May 29, 2014. No Exhibitor will be allowed to dismantle or repack any part of its exhibit until the close of the Expo. Late Installation: If installation of any crated exhibit has not started by 5:00 p.m. May 28, 2014, in the sole and absolute discretion of Show Management and no alternative arrangements for set-up have been made by the exhibitor in advance and approved by Show Management, then Show Management shall erect the exhibit and exhibitor will be billed for and agrees to pay for all charges incurred. Show Management shall not be liable for damages that may occur during this exhibit set-up. **Space Abandonment.** Any space not claimed and occupied by 5:00 p.m. on May 28, 2014 may be resold or reassigned by Show Management without obligation on the part of Show Management for any refund whatsoever. **Dimensions.** Width of exhibit space shown on the official Expo floor plan is measured from the center of the side rails and depth is the overall measurement from the face of the front post to the back of the rear post. Exhibit structures must be constructed to allow 3" for each side rail and 9" for utility service access at the rear, i.e. a 10' x 20' exhibit space has 9'3" x 19'6" usable space. **Prohibited Displays.** No animals, reptiles, birds, rodents, fish or insects may be used as part of any Exhibit. Only helium balloons with a diameter larger than 36" are permitted with the exhibit areas and must adhere to height limitation for the exhibit space. Absolutely no helium balloons shall be permitted for giveaway or sale. Cold air balloons are permitted with written permission of Show Management. **Exhibit Obstructions.** Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. For a linear Booth the maximum height of 8ft. is allowed only on rear half of the booth space, with a 4ft. height restriction imposed on all materials in the remaining space forward to the aisle. All Linear Booth guidelines apply to Perimeter Booths, except the maximum back wall height is 12ft. Island Booths are not bound by the 4ft. side wall restriction. Any exhibitor wishing to produce a display outside these dimensions must request variance approval from show management and neighboring exhibitors prior to show date. **Exhibit Personnel.** Attendants, models, and other employees must confine their activities to the contracted exhibit space. Exhibitor personnel and representatives may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space that is not staffed. Violators will be ejected from the Expo. Exhibit personnel should wear appropriate apparel at all times. **Damages.** Exhibitor shall yield the exhibit areas back to the Long Beach Convention Center at the conclusion of the Expo in good condition and repair, ordinary wear and tear excepted. Any costs incurred by HBE or the Long Beach Convention Center to restore the exhibit areas to its condition prior to the Expo, including but not limited to removal of signs, balloons, tape and other things not removed by exhibitor shall be the responsibility of exhibitor. Exhibitor is responsible for all damage to any property caused by exhibitor personnel. **Advertising.** Exhibitor shall not, without the written consent of Show Management, distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any sign, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Long Beach Convention Center, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the Long Beach Convention Center. **Food and Beverage.** Alcoholic beverages may not be served within an exhibitor's exhibit space without written consent from Show Management. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Show Management as additional insured, and must comply with all terms and conditions set forth by the Long Beach Convention Center and Savor, the official food and beverage provider, in order to comply with the terms of the building liquor license. Alcoholic beverages may not be served during exhibit set-up or tear down under any conditions. In no event will exhibitor bring into the Long Beach Convention Center, or any of its facilities, any food, whether prepared or unprepared, or beverages of any kind whatsoever, including but not limited to alcoholic beverages without the prior written permission for the Long Beach Convention Center official caterer unless it is your company's product for display, or samples of your company's product to be distributed to attendees.

### ADMISSION REGULATIONS

**Badges.** Admission to the Expo is by official HBE registration badge. Badges must be worn at all times, including set-up and tear down. Each Exhibitor will receive 4 badges for each 10'x10' exhibit booth, 2 per 10' x5' space, and 16 per 20' x 20' Island space. Additional Badges may be purchased. Badges are the property of Show Management and are non-transferable. Exhibitor badges will be issued in the name provided on your Exhibit Space Rental Agreement only. Exhibitors are responsible for those the company provides with badges. Exhibitor badges may not be ordered for or transferred to buyers or nonemployees. Exhibitor waives any right to claim for damages against HBE, F+W Media Inc., or the Long Beach Convention Center for the ejection of any objectionable person or persons from the Long Beach Convention Center by the Long Beach Convention Center or Show Management, where, in the sole determination of the Long Beach Convention Center and/or HBE finds such person or persons have or likely will create a danger to public health and/or safety. **Children.** Infants and children under 18 years of age will not be allowed in the exhibit areas during set-up or break down. No exceptions.

### OPERATION AND CONDUCT

**Regulation & Restriction.** Show Management reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. Show Management deems that 80 decibels is a reasonable noise level. Harmful or noxious odors or fumes must be negligible and contained within the display. Neither the exhibit area nor other areas of the Long Beach Convention Center shall be used for any improper, immoral, illegal or objectionable purpose. If for any reason Show Management deems an exhibit and/or its contents objectionable, the exhibit shall be subject to removal at exhibitor's sole expense. This reservation includes person, things, conduct, printed matter, signs, or any item of poor character, which in the sole judgment of Show Management is detrimental to the Expo. In the event such a restriction is enforced, Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees. Exhibitor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including legal fees, against the Long Beach Convention Center, Show Management, its directors, officers, agents, employees and/or servants for such restriction or removal. Exhibitor will not do or permit to be done anything in or upon any portion of the exhibit areas, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Long Beach Convention Center or any part thereof, or in any way increase any rate of insurance upon the building or any property or any property kept there nor shall setup or operate any engine or motor or machinery on the premises, excepting normal equipment utilized to set up and dismantle exhibits, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

**Retail Sales.** Any Exhibitor who will be selling retail on the show floor, in so that delivery of merchandise is made at the Show, will be required to notify Show Management 60 days in advance and will comply with any and all Local, State, or Federal tax regulations for retail transactions. **Photography/Video/Recording.** No exhibit, performance, or session presented at the Expo shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Show Management. Exhibitors shall not photograph or video tape the exhibit or product of another exhibitor. If found in violation of this section, exhibitor agrees to surrender film or tape immediately at the request of Show Management. **Music/Photographs/Other Copyrighted Material.** Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used incident to the exhibitor's participation in the Expo, unless the exhibitor has previously thereto obtained written permission from the copyright or trademark holder. Exhibitor agrees to hold harmless HBE, F+W Media Inc. and the Long Beach Convention Center, their agents and employees against any and all such claims and charges and to defend, at its own expense, any and all such claims and charges. **Limitation of Services.** The Long Beach Convention Center will provide electrical power, water and light as may be reasonably required as well as reasonable heating and/or air conditioning on show days only. The determination of what shall constitute reasonable for these purposes shall be defined in the sole and unfettered discretion of the Long Beach Convention Center.

### VIOLATIONS

The exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations, which may be established by the Long Beach Convention Center and Show Management. Show Management shall have the power to adopt and enforce all Expo rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Show Management. Any violation by the exhibitor of any of the terms and conditions herein shall subject exhibitor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show Management shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal.

### UNION LABOR

The exhibitor agrees to abide by all agreements between Show Management, the official Show Service Contractor, the Long Beach Convention Center or any of its agents pertaining to using union labor in the exhibit areas, and to abide by all labor regulations as stated in the Exhibitor Information & Service Manual. Show Management is not liable for changes in union regulations.

### COMPLIANCE WITH LAWS

**Laws and Ordinances.** Exhibitor agrees to comply with and be bound by all laws of the United States and the state of California, all ordinances of the city of Long Beach wherever applicable, all rules and regulations of the Long Beach Police Department and Fire Department and those policies and criteria which have been established by the Long Beach Convention Center for use of the exhibit areas. Exhibitor agrees that this Agreement shall be interpreted and enforced under California law, and this Agreement can only be entered and/or interpreted in the State or Federal courts in the State of California. Exhibitor, by signing this Agreement, submits to the jurisdiction of any and all California courts. Any dispute, cause of action or claim for relief, between Exhibitor, HBE, F+W Media, Inc. and the Long Beach Convention Center regarding the terms, enforcement, interpretation, administration or performance of this Agreement shall be submitted to the California Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in California Law. **Inspection.** All displays will be inspected during set-up days and any exhibitor deviating from the regulations must make modifications to its exhibit at exhibitor's expense prior to Expo opening.

### EXHIBITOR-APPOINTED CONTRACTORS (EAC)

An EAC is any contractor not listed in the Exhibitor Information & Services Manual as an official HBE-designated contractor. Any exhibitor using the services of other than official expo contractors must conform to the regulations included in the Exhibitor Information & Services Manual.

### ACCESS CONTROL

24-hour access control will be provided from the beginning of set-up to the end of tear-down. Show Management shall not be held responsible for the loss of any material by any cause and urges the exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Show Management assumes no responsibility for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

### DISRUPTION OF SHOW

In the event the Long Beach Convention Center or any part thereof shall be destroyed, damaged by fire or other cause, or become unavailable in whole or part, for a portion or for the entirety of the agreement period for any reason whatsoever, or if any casualty or unforeseen occurrence shall render the fulfillment of this agreement impossible, including, without limitation, the requisitioning of the Long Beach Convention Center by any governmental entity, then and thereupon the parties to the agreement shall amend the agreement in a fashion which shall be mutually acceptable or the agreement shall be terminable by Show Management at its option. Exhibitor hereby waives any claim against Show Management for damages or compensation for such termination should the agreement is so terminated. In the event the Expo is interrupted or cancelled for any reason, Show Management at its option may return a portion for the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Show Management in connection with the Expo. Such expenses shall include, but not be limited to all expenses incurred by Show Management as a result of contracts with third parties for the provision of services or products incidental to the Expo, including the Show Management Agreement with the Show Manager; all out of pocket expenses incurred by Show Management incident to the Expo; and all overhead expenses of Show Management attributable to the production of the Expo. No monies will be returned should the dates or location of the Expo be changed by Show Management, but exhibitor will be assigned space which exhibitor agrees to use under these same rules and regulations. Show Management shall not be financially liable in the event the Expo is interrupted, canceled, moved or dates changed except as provided herein.

### WAIVER OF LIABILITY AND WAIVER OF SUBROGATION

Show Management shall not be responsible for any damage or injury that may happen to the exhibitor or its agents, servants, employees or property from any cause whatever except the gross negligence or willful misconduct of Show Management, its servants or employees, arising out of Show Management duties and responsibilities under the agreement. Exhibitor expressly releases Show Management, its directors, officers, agents, employees and/or servants for any such loss, damage or injury. HBE, F+W Media Inc., the Long Beach Convention Center and official show vendors do not provide any form of insurance to cover exhibitor activities at the Expo and assume no liability or responsibility for loss or damage by exhibitor due to fire, theft, breakage or any other reason. Show Management and the exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Show Management, its staff, employees, or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any exhibitor by any governmental agency. Exhibitors shall obtain workers compensation insurance, and provide proof of same to Show Management if requested by Show Management, for all employees of Exhibitor.

### INDEMNITY

The exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Long Beach Convention Center leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or its employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitors shall defend, indemnify and hold harmless Show Management, it's officers, employees, and agents form and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorney's fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of exhibitor's use or occupancy of the premises or from any breach by exhibitor of any condition of this contractor, or from any act or omission of exhibitor, or it's employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

### EXHIBITOR REPRESENTATIVE

The signer of this Exhibit Space Contract shall be the official representative of the exhibitor and shall have the authority to act on behalf of the exhibitor in all matters relating to the Expo.