



PMA Official Exposition Rules & Regulations

1. Meanings

The words "Exposition Management" as used herein shall mean Produce Marketing Association, or its officers or committees or agents or employees acting for them, in the management of the Exposition. "Exhibitor" shall mean the exhibitor or sponsor to the Event who completed the Booth Sales Agreement. "Exhibitor Representatives" shall mean persons who are officers, agents, employees, or representatives of the Exhibiting Company.

2. Eligible Exhibits

Exhibitors are limited to companies whose products and services are of specific interest to attendees. Exposition Management has the right to determine eligibility of a company or product for inclusion and may reject any or all applications. Exposition Management may prohibit, move, close, correct, remove or eliminate an exhibit or any part of an exhibit that it determines is not suitable to, or in keeping with, the Show's character.

3. Additional Functions

No Exhibitor or group of Exhibitors may organize or convene meetings, host cocktail parties, or similar functions other than in their display space during the scheduled times of the event without prior written approval from Exposition Management.

4. Admittance During Show and Non-show Hours

Exposition Management has sole control over the admissions policy and the sole right to refuse admission at any time.

5. Booth Construction

Booths must comply with the Exposition Management booth display guidelines, set-up and dismantle times, and the Convention Center rules & regulations as outlined in the Exhibitor Service Kit for the current show.

6. Booth Decoration

The Exposition Management shall have full discretion and authority in the placing, arrangement and appearance of all items to be displayed within the Exposition by Exhibitors. Exhibitors must follow the Booth Display Guidelines provided in the Exhibitor Service Kit. Exposition Management shall not be liable for any costs associated with changes Exhibitors must make onsite to meet the published Booth Display Guidelines.

7. Booth Representatives

Exhibitor booth representatives must be a minimum of 18 years old. They must wear name badges provided by Exposition Management at all times and booths must be staffed during the published hours. All Exhibitors' staff other than those working in the booth must register as attendees to attend the show. Exhibiting companies will be responsible and liable for the activities and actions of everyone working in

their designated booth space. Individuals who behave in a manner deemed unprofessional or inappropriate by Exposition Management will be asked to leave and Exposition Management will not be liable for damage of any kind if such action results in the booth being unattended.

8. Exhibitor Cancellation

Cancellations will be honored only when presented in writing by the date provided by Exposition Management. After that date, the Exhibitor is responsible for payment of all invoiced fees. Exposition Management reserves the right to cancel this agreement at any time, if it learns that the exhibitor has made any material false or misleading statement, has omitted any material information in obtaining this contract, or has violated any of the terms and conditions of this agreement. No refunds will be made in the event of cancellation by Exposition Management.

9. Event Cancellation

Should the exposition be cancelled, postponed, curtailed, removed to an alternative premises or abandoned due to an act of God, war, terrorism, government regulation, disaster, fire, strike, civil disorder, curtailment of transportation or other similar cause beyond the control of Exposition Management making it illegal, inadvisable or impossible to hold the convention, the limit of claim for damage and/or compensation by the exhibitor shall be limited to the exhibitor's proportionate amount recovered by Exposition Management under its Convention Cancellation Insurance policy. The exhibitor's recovery shall not exceed the amount paid in space rental. Any Booth with a balance due after the published deadline is subject to release and Fresh Summit badges will not be mailed.

10. Default of Occupancy

Exhibitors failing to occupy contracted space are not relieved of obligation to pay full space rental fees. Exhibition Management has the right to claim any space not occupied by 5:00 p.m. on Friday and to reassign or use such space in any way without releasing original Exhibitor from his contracted obligations. Early tear down of exhibit structure will be considered a default in occupancy and could result in forfeiture of priority points.

11. Rejected Displays

The Exhibitor agrees that this exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. The Exposition Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reasons, no return/refund of rental fees shall be made.

12. Use of Space, Subletting

No Exhibitor shall assign, sublet, or share their allotted space with a business or firm with whom they have no previously established contractual affiliation. Exhibitors may only exhibit and promote products and/or services that are their own, those of a parent or subsidiary company, or those of companies with whom they have an established contractual partnership for distribution and/or marketing. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual regular nameplates, imprint or trademark under which same is sold in the general course of business. Departments or ministries of agriculture, other domestic and foreign organizations, and promotional and commodity boards may permit industry-related organizations located within their region, state, or country to occupy their rented exhibit space. The contracting organization assumes total responsibility that everyone in the booth(s) follow all show rules and policies, as well as, total liability for anything related to the booth(s). Exposition Management reserves the right to determine eligibility of any product and/or exhibit for inclusion in the Exposition.

13. Exhibitor Identification in Official Show Guides

Exhibiting companies may be identified in any PMA online or printed listing with one company name per 100 sq. ft. of space. Exhibitors who have more than 100 sq. ft. of space and wish to publish additional company names must meet the requirements outlined in the Use of Space section of the Official Rules and Regulations and must submit an Associated Company Form to Exposition Management. Exposition Management reserves the right to determine eligibility of companies submitted on the Associated Company Form.

14. Exhibitor Appointed Contractors

Exhibitor may, with prior written approval by Exposition Management, hire outside contractors for installation and dismantling of booths. Exhibitors must employ members of appropriate trade unions where required. Exhibitors must ensure EAC applications are completed and submitted with proof of general liability insurance to Exposition Management.

15. Priority Point System

Priority points can be accrued only by the company that has contracted booth space directly with Exposition Management. No affiliated group or complimentary booth space is eligible for priority points.

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16. Alcohol, Food & Beverages

While Exposition Management takes all commercially reasonable measures to provide access to resources to handle food safely (i.e. water and sinks), Exhibitors are responsible for ensuring that food sampling is handled according to the PMA Onsite Food Sampling Guidelines provided in the Exhibitor Service Kit. With written permission from Exposition Management, Exhibitors are permitted to serve alcoholic beverages within the confines of their space.

17. Noise, Odor & Lights

Exhibitor must confine all activities to their booth at all times. Use of audio visual equipment, sound devices and odor producing displays must remain at a level so as not to disturb other Exhibitors. Exhibitors must follow the published booth display guidelines regarding noise, odor & lights. Exposition Management reserves the right to determine acceptable sound levels, etc. and Exhibitors who have received two warnings and continue will have their entertainment/demonstration shut down for the day. Exhibitors are responsible for obtaining all necessary copyrights or licenses to use copyrighted materials. Exposition Management shall not be liable for any costs associated with changes Exhibitors must make onsite to comply with this guideline.

18. Costume, Promotions, Soliciting & Retail Sales

Booth representatives wearing distinctive costumes, carrying banners or signs separately, or as part of their apparel, must remain in their booth. This includes the distribution of samples, emblems, and/or characters on any official badge. Demonstrations and discussions are limited to the booth space only. Exhibitors must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. Clothing may not be lewd, obscene, indecent, sexually degrading or otherwise inappropriate. Exposition Management shall be the sole judge of whether clothing is permissible or not. Individuals who behave or dress in a manner deemed unprofessional or inappropriate by Exposition Management will be asked to change or leave and Exposition Management will not be liable for damage of any kind if such action results in the booth being unattended. Sales at retail, for delivery to purchaser on Exposition premises, are prohibited.

19. Photography

Photography and camera equipment are strictly prohibited on the show floor without written permission from Exposition Management and/or the exhibitor. Exposition Management reserves the right to review and delete any unauthorized photos and/or confiscate any digital camera, camera phone or other photography equipment and will not be held liable for such actions.

20. Safety Devices & Fire Protection

Exhibitors are fully responsible for complying with national, state, and city regulations in provision and maintenance of adequate safety devices and conditions to operate machinery and equipment. Multi-level and single booths having over 100 square feet of roofed area must supply a design plan to the City Fire Marshal as soon as possible for approval. Flammable devices, fluids, decorations or display fixture coverings are prohibited. Fabrics, decorative materials, table covers or risers shall be flameproof and subject to Fire Marshal inspection. All cooking procedures must conform to the rules & regulations of the facility management and the Fire Marshal. Fire hose cabinets, service entrances and exit signs must be accessible and in full view. Smoking is not permitted.

21. ADA Compliance

Exhibitor represents and warrants: (1) the exhibit will be accessible to the full extent required by law; (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act; (3) that it shall indemnify and hold harmless and defend Exposition Management from and against any and all claims and expenses including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against Exposition Management on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

22. Damage to Property

Exhibitors are liable for any damage caused by them or their agents to the venue, property of Exposition Management and/or any other Exhibitors. This includes damage caused by fastening displays or fixtures to the building floors, walls, or columns. Exhibitors may not apply paint lacquer, adhesive or any other coating to building columns.

23. Event Closing

All of Exhibitor's booth and other items must be removed, at their expense, from the building at the end of the event no later than the time published by Exposition Management. Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of installation and dismantling periods.

24. Indemnification

Exhibitor agrees to indemnify, defend and protect Exposition Management and the building owners and hold them harmless from any claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind which result from any action, or failure to act, or negligence by the Exhibitor or any officers, agents, employees and representatives, including but not limited to claims of personal injury, damage, or loss of property. Exhibitor will not make any claim against Exposition Management for damage or destruction of goods; nor injury to them, their employees or attendees as a result of negligence; nor for damage

of any nature including that to business by reason of failure to provide space for their exhibitor, nor for any action or negligence of Exposition Management; nor for the failure to hold the Event as scheduled. Neither Exposition Management, the building owner, nor any officer, agent, employee or other representative shall be accountable or liable for, and the same are hereby released from accountability for any damage, loss, harm or injury to person or any property of the Exhibitor or any of its officer, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause and neither Exposition Management, nor the owner of the building will obtain insurance against any such damage, loss, harm or injury.

25. Insurance

Exhibitors and their Appointed Contractors shall obtain adequate insurance against loss, damage or destruction of property, no less than \$1 million comprehensive general liability insurance, including a broad form endorsement and will waive subrogation against PMA, venue or their representatives. Exhibitor and EAC shall name PMA and the venue on their insurance and provide PMA with a copy.

26. Co-ordination with Lease

Exhibitor hereby agrees to indemnify, defend and hold harmless Exposition Management to the same extent that Exposition Management may be obliged to indemnify the owner of the building as lessee or licensee of the exhibit hall or space. If there are any inconsistencies between Exposition Management's lease or license for the exhibit hall or space and this agreement, the terms of the lease or license shall govern. If there are additional rules, regulations or terms or conditions that Exposition Management must comply with under its lease or license, to the extent they may be applicable to the Exhibitor's booth, those additional rules, etc. are hereby incorporated herein by reference and the Exhibitor agrees to comply with them.

27. Attorney Fees

The Exhibitor agrees to pay any fees, including attorney fees associated with any dispute with Exposition Management or the venue.

28. Jurisdiction

If any legal action is brought to enforce this agreement, venue will be in New Castle County, Delaware, USA and the laws of Delaware shall apply. Exhibitors must comply, at their expense, with all local, state and federal laws, rules, regulations & ordinances in force.

29. Agreement to Rules

Each Exhibitor, for himself, and his employees, and agents, agrees to abide the foregoing rules and regulations and by any amendments or additions thereto that may hereafter be established or put into effect by Exposition Management. Any matters not specifically addressed shall be subject solely to the decision of Exposition Management.

