

2017 PMA Official Exposition Rules & Regulations

1. Definitions

The words "Produce Marketing Association" 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. Produce Marketing Association has the right to determine eligibility of a company or product for inclusion and may reject any or all applications. Produce Marketing Association 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 Produce Marketing Association.

4. Admittance During Show and Non-show Hours

Produce Marketing Association has sole control over the admissions policy and the sole right to refuse admission. During non-show hours, exhibitor representatives who are properly credentialed are permitted on the show floor during the designated move-in and move-out periods. Exhibitors having special needs requiring additional time must obtain the necessary passes from Produce Marketing Association.

5. Booth Construction

Booths must comply with the Produce Marketing Association booth display guidelines and the Conference Center rules and regulations as outlined in the Exhibitor Service Kit for the current show. All booth structures must be set-up/torn down during the installation and dismantle dates/times specified in the Exhibitor Service Kit. Produce Marketing Association reserves the right to make allowances to booth construction guidelines.

6. Booth Decoration

The Produce Marketing Association shall have full discretion and authority in the placing, arrangement and appearance of all items to be displayed within the Exposition by exhibitors. Background surfaces and side dividers must have finished exposed surfaces. Produce Marketing Association shall instruct the decorator to finish any unfinished surfaces. Produce Marketing Association shall not be liable for any costs associated with changes herein.

Written approval must be obtained from the facility for companies wanting to display helium balloons. Helium balloons may be displayed only if they are a product of the exhibiting company and are securely anchored to the display. Helium tanks are not allowed on the show floor at any time.

7. Booth Representatives

Exhibitor booth representatives must be a minimum of 18 years old. They must wear name badges provided by Produce Marketing Association 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 Produce Marketing Association will be asked to leave and Produce Marketing Association 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 Produce Marketing Association. Produce Marketing Association 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 Produce Marketing Association.

9. Event Cancellation

Should the exposition be canceled, 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 Produce Marketing Association 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 Produce Marketing Association under its Convention Cancellation Insurance policy at the discretion of Produce Marketing Association. The exhibitor's recovery shall not exceed the amount paid in space rental.

10. Default of Occupancy

Exhibitors failing to occupy contracted space are not relieved of obligation to pay full space rental fees. Produce Marketing Association has the right to claim any space not occupied by 9:00 a.m. on Sunday and to reassign or use such space in any way without releasing original Exhibitor from his contracted obligations.

11. Rejected Displays

The exhibitor agrees that this exhibit shall be admitted and shall remain in strict compliance with the rules herein laid down. Produce Marketing Association 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. 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 be promoted within 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). Produce Marketing Association 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 their own company name and /or one affiliated brand. Exhibitors who wish to include a logo for their company as well as their brand in the online listing must submit logo's in one file. Produce Marketing Association reserves the right to request legal documentation to support any requests for listings which do not meet this guideline.

14. Alcohol, Food & Beverages

While Produce Marketing Association takes all commercially reasonable measures to provide access to resources to handle food safely (ie. 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 Produce Marketing Association, Exhibitors are permitted to incorporate alcohol into product-related samples distributed within the confines of their space. Exhibitors who receive permission

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may do so only if they meet the guidelines/policies provided by Produce Marketing Association. Produce Marketing Association shall not be held liable for any costs associated with Exhibitors' failure to meet published guidelines.

15. Noise, Odor & Lights

Exhibitors must confine all activities to their booth during Show hours. If audio visual equipment is used, the exhibitor agrees to comply with any union requirements for the operation of the equipment. Sound devices must be operated so as not to disturb other Exhibitors and not exceed 80 dB and read on the "A" scale of a sound level meter. Produce Marketing Association reserves the right to determine acceptable sound levels. Exhibitors are responsible for obtaining all necessary copyrights or licenses to use copyrighted materials. Objectionable odors in the opinion of the Produce Marketing Association will not be permitted. No flashing signs or signs involving the use of neon or similar gases will be permitted. Exhibitors who have received two warnings and continue will have their entertainment/demonstration shut down for the day.

16. 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. Exhibitor's 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. Produce Marketing Association 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 Produce Marketing Association will be asked to change or leave and Produce Marketing Association 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.

17. Photography

Photography and camera equipment are strictly prohibited on the show floor without written permission from Produce Marketing Association and/or the exhibitor. Produce Marketing Association 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.

18. 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. 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.

19. 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 Produce Marketing Association from and against any and all claims and expenses including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against Produce Marketing Association on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

20. Damage to Property

Exhibitors are liable for any damage caused by them or their agents to the venue, property of Produce Marketing Association 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.

21. 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 Produce Marketing Association. Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of installation and dismantling periods.

22. Indemnification

Exhibitor agrees to indemnify, defend and protect Produce Marketing Association, the Monterey Conference Center, Portola Hotel & Spa, and The State of California 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 PMA 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 Produce Marketing Association nor for the failure to hold

the Event as scheduled. Neither Produce Marketing Association, the Monterey Conference Center, Portola Hotel & Spa, The State of California, 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 PMA, nor the Monterey Conference Center, Portola Hotel & Spa, and The State of California will obtain insurance against any such damage, loss, harm or injury.

23. Insurance

Exhibitors shall obtain adequate insurance against loss, damage or destruction of property, no less than \$1 million Commercial General Liability insurance, including a broad form endorsement and will waive subrogation against Produce Marketing Association, venue or their representatives. Exhibitor shall name PMA and the venue on their certificate of insurance and provide Produce Marketing Association with a copy.

24. Co-ordination with Lease

Exhibitor hereby agrees to indemnify, defend and hold harmless Produce Marketing Association to the same extent that Produce Marketing Association 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 Produce Marketing Association'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 Produce Marketing Association 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.

25. Attorney Fees

The Exhibitor agrees to pay any fees, including attorney fees associated with any dispute with Produce Marketing Association or the Venue.

26. 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.

27. Agreement to Rules

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