

The NGA Show 2019 EXPO TERMS AND CONDITIONS

The National Grocers Association hereinafter referred to as "NGA" sponsors The NGA Show 2019 EXPO, hereinafter referred to as the "EXPO". EXPO exhibitors hereinafter referred to as "exhibitor."

1. CONTRACT FOR DISPLAY AREA. The completion and acceptance of the Participation Form constitutes a contract for participation & display space assigned. Any participant failing to occupy space is not relieved of the obligation of paying full rental price.

2. PAYMENT. Applications submitted must be accompanied by a deposit of fifty percent (50%) of the total space rental charge, with the total balance due by September 30, 2018 Applications submitted after September 30, 2018 must be accompanied by full payment of the space rental charge. Companies located outside the U.S. must submit payment via wire transfer, credit/debit card, or bank/cashiers check.

3. CANCELLATION OF CONTRACT. In the event an exhibitor must cancel their request for display space, the rental fee paid will be refunded, less a processing fee of \$250.00, if the notice of cancellation is received by NGA in writing prior to September 30, 2018 No refunds will be made after September 30, 2018 even if the space is resold. In addition, an exhibitor loses the right to use any complimentary exhibitor registrations and tickets granted by this contract. NGA reserves the right to terminate this contract immediately and to withhold from the exhibitor's possession of the EXPO space and exhibitor shall forfeit all space rental fees paid if, (a) the exhibitor fails to pay all space rental charges by September 30, 2018 or (b) the exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions.

4. ELIGIBLE DISPLAYS. NGA reserves the right to determine eligibility of any company or product to participate in the EXPO. NGA can refuse rental of EXPO space to any company whose display of goods or services is not, in the opinion of NGA, compatible with the educational character and objectives of the EXPO.

5. ALLOCATION OF SPACE AND ASSIGNMENT. Whenever possible, NGA intends to make space assignments in keeping with the preferences as to location by the exhibitor. During the initial assignments, if two or more exhibitors request the same location, the exhibitor with the earliest date of receipt will be given preference. NGA reserves the right to make the final determination of all space assignments in the best interest of the EXPO.

6. SUBLETTING OF EXPO SPACE. Exhibitors may not assign, sublet or share their EXPO space with another business or firm unless approval has been obtained in writing from NGA. Exhibitors must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibitor firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

7. LIABILITY. Neither NGA, its members, nor the representatives and employees thereof, nor San Diego Convention Center Hotel nor its representatives and employees will be responsible for injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibitor's contract. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous show floor areas, and various other factors make it reasonable that each exhibitor shall assume their own risk of any injury, loss or damage, and the exhibitor, by signing this contract, hereby assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the participant's area occupied by the exhibitor shall be the exhibitor's sole responsibility.

8. EXHIBITOR INSURANCE. The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name NGA as an additional insured. Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. Certificate of insurance shall be provided to NGA no later than January 5, 2019 or exhibitors contract will be canceled without refund and denied access to the EXPO as a participant.

All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall.

9. DISABILITY PROVISIONS. Exhibitor shall have sole responsibility for ensuring that their display is in full compliance with the Americans with Disabilities Act and any regulations implemented by that Act.

10. DAMAGE TO PROPERTY. The exhibitor is liable for any damage caused to building floors, walls or columns, or to standard show floor area equipment, or to another exhibitor's property. The exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard show floor area equipment.

11. LABOR. Exhibitors are required to observe all contracts in effect between service contractors and San Diego Convention Center.

12. INSTALLATION. EXPO installation in San Diego Convention Center depends on the location of your EXPO space. Move-in dates are published in the EXPO Participant Manual. The first day for installation of displays is 8:00 am Saturday, February 23, 2019 No displays should arrive at San Diego Convention Center earlier than Friday, February 22, 2019 EXPO displays must be fully set up and ready by 10:00 a.m. Monday, February 25, 2019 After that time, any unattended EXPO space will be set up at the discretion of NGA, and all expenses could be charged to the exhibitor. In the best interest of the EXPO, NGA reserves the right to reassign any un-set show floor space after 10:00 a.m. on Monday, February 25, 2019

13. DELIVERY AND REMOVAL DURING SHOW. Under no circumstances will the delivery or removal of any portion of a exhibitor's space be permitted during open hours of the EXPO without written permission from NGA Show Management. All arrangements for delivery, during non-show hours, must be made with NGA Show Management. No deliveries may be made during show hours.

14. REMOVAL OF HAND-CARRIED MATERIALS. Removal passes will be required to remove any materials from the show floor. These passes are available from the EXPO Security vendor. Portfolios, briefcases and packages will be subject to inspection by the security guards.

15. ADMITTANCE DURING NON-SHOW HOURS. EXPO booth personnel will not be permitted to enter the EXPO Floor earlier than one hour before the scheduled opening time each day of EXPO and will not be permitted to remain on the EXPO Floor after closing hour each evening. Exhibitors that require additional time should check with NGA Show Management on the previous day.

16. INSTALLATION AND DISMANTLING PERSONNEL. Each exhibitor may provide their own EXPO Floor furnishings, and may specify their own independent contractor for the installation and dismantling of the display. Exhibitors must complete the Request for the use of Non-official Contractor/Display House form found in the EXPO Participant Manual to notify NGA Show Management and the General Contractor in writing by January 5, 2019 of their intent to use the services of contractors other than those selected by NGA for installation and dismantling. The exhibitor is responsible for ensuring that any exhibitor appointed contractors supply NGA Show Management with a valid Certificate of Insurance by January 11, 2019 naming NGA as additional insured, with a minimum of \$1,000,000 liability coverage, including property damage. Exhibitors using companies other than NGA's official contractors must advise them to check with the EXPO Floor Service Center upon their arrival. Copies of all job orders must be presented at that time for NGA Show Management files to qualify their company's participation. Upon verification, official service badges allowing access to the EXPO during service hours only will be issued.

17. CONFLICTING EVENTS DURING EXPO FLOOR HOURS. The exhibitor agrees not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the display hall and meeting rooms during the hours of all Education and Show activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by NGA. If an exhibitor cancels their EXPO Floor space, they will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms.

18. DISMANTLING. Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time of 3:00 pm, Tuesday, February 26, 2019 Every exhibitor area must be fully staffed and operational during the entire EXPO. The dismantling of displays will begin at 3:01 pm, Tuesday, February 26, 2019 At this time, all EXPO floor displays or materials left in the show floor areas without instructions will be packed and shipped at the discretion of NGA, and all charges will be applied to the exhibitor.

19. BADGES. Official show badges will be required for entry into the EXPO at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. Additional show badges must be submitted in writing for approval and is subject to additional fees.

20. CHARACTER OF Exhibitors. The general rule of the EXPO floor is "be a good neighbor." No EXPO Floor areas will be permitted which interfere with the use of other EXPO floor areas or impede access to them or impede the free use of the aisle. Participant personnel, including demonstrators, hostesses and models, are required to confine their activities within the exhibitor's EXPO space. Apart from the specific display space for which a displaying company has contracted with NGA, no part of San Diego Convention Center and its grounds may be used by any organization other than NGA for display purposes of any kind or nature. Within the public hotel property, exhibitor brand or company logos, signs, and trademark displays will be limited to the official

EXPO Floor area only.

A. Attire. Representatives should be conservatively attired to maintain the professional and business-like climate of the EXPO.

B. Sound. Sound videos or movies will be permitted only if the sound is not audible in the aisle or neighboring show floor area. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors.

C. Lighting. In the best interest of the EXPO, NGA reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted.

D. Overhead Signs. All overhead signs must be approved by NGA Show Management prior to EXPO floor set-up on-site.

E. EXPO Floor Areas. The exterior of any display cabinet or structure facing a side aisle or adjacent exhibitor's area must be suitably decorated at the exhibitor's expense.

F. Noise and Odors. In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisy operating displays, nor EXPO floor areas producing objectionable odors be allowed.

G. Cooking. No cooking with open flame of hot foods is allowed on the EXPO Floor.

21. MUSIC LICENSING. Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between NGA and ASCAP or BMI for meetings, conventions, trade shows and EXPOsitions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present NGA Show Management with a copy of such license or grant no less than (30) days prior to the start of the EXPO.

22. DISPLAY HEIGHTS. Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the EXPO Floor Construction Guidelines outlined on the floor plan and in the EXPO Participant Manual.

23. POSITIONING EQUIPMENT IN RELATION TO AISLE.

To ensure the safety of all EXPO exhibitors, any machinery and equipment shall be positioned so that no portion is closer than 12 inches from the aisle.

24. RELOCATION OF EXPO FLOOR AREAS. NGA reserves the right to alter the location of exhibitor spaces, at its sole discretion, in the best interest of the EXPO.

25. FIRE REGULATIONS. Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in San Diego Convention Center rules for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.

No storage of any kind is allowed behind the back drapes or in the EXPO Floor space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor. Up to one day's supply of operational materials may be stored within the EXPO floor space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the EXPO is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles.

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this EXPO. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

26. PHOTOGRAPHY AND SKETCHING. Cameras may be carried into the EXPO Floor area, but under no circumstances may photographs be taken without expressed authority of the exhibitor concerned in each case. Sketching or drawing machinery or products on display is prohibited.

27. FOODSERVICE. All approved arrangements for all food and beverage service, except product sampling, must be made with the caterer at San Diego Convention Center.

28. FAILURE TO HOLD SHOW. Should any contingency prevent holding of the EXPO, NGA may retain such part of the exhibitor's rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, exhibitors will not be reimbursed if the EXPO is cancelled, postponed, curtailed or abandoned due to an act of God, war, insurrection terrorist act, or radioactive contamination.

29. AMENDMENT OF RULES. NGA reserves the right to make changes, amendments and additions to these rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by NGA.