

22nd Americas Food & Beverage Trade Show & Conference

October 1-2, 2018 • Miami Beach Convention Center, Hall A • Miami Beach • Florida
EXHIBIT SPACE CONTRACT - WORLD TRADE CENTER MIAMI (10/20/2017)
“CANADIAN PAVILION”

1. EXHIBITOR INFORMATION (PRINT CLEARLY):

Corporate Name (Print): _____

Company Name Listed on “Exhibitor’s Booth Sign” and “Show Directory” (PRINT CLEARLY):

Exhibitor’s Contact Person’s Name (PRINT): _____ Title: (PRINT) _____

Information to be Listed in the Show Directory (PRINT CLEARLY):

Physical Mailing Address: _____

City _____ State/Province _____ Zip Code _____

Country _____ Telephone: Country Code (____) City Code (____) _____

Fax: Country Code (____) City Code (____) _____

E-Mail: _____

www: _____

2. SIZE & PREFERRED CONFIGURATION OF EXHIBIT SPACE REQUESTED: Size: _____ ft. x _____ ft.
 Configuration: Linear (10’ x 10’ or 10’x13” unit side-by-side or as otherwise indicated).

3. PREFERRED LOCATIONS: Select three booth spaces from the attached floor plan and indicate below :
 1st Choice: Booth #: _____ 2nd Choice: Booth # _____ 3rd Choice: Booth # _____

4. PLEASE SPECIFY COMPANIES AND/OR TYPES OF COMPANIES YOU DO NOT WITH TO BE NEAR.

The WTCM makes reasonable efforts to accommodate Exhibitor’s requests, however, we give no guarantee that the Exhibitor’s request will be accommodated.

5. TRADE SHOW INFORMATION ON PRODUCTS AND CORPORATE ACTIVITIES: (Note: If there are any changes to your exhibiting information originally provided in this contract, please notify).

PRODUCT INFORMATION: Refer to the attached “Product Categories List” and enter only 6 product category numbers below that you intend to sell at the show. Category Numbers: 1. _____ 2. _____
 3. _____ 4. _____ 5. _____ 6. _____ **(These products will be listed in the Show Directory)**

SALES ACTIVITIES: Check as many of the following that apply to your company:

Currently Exporting Currently Importing Manufacturer Distributor
 New-to-Exporting New-to-Importing Retailer Service Provider

CONTRACT SUBMISSION:

World Trade Center Miami, c/o Port Miami, 1007 N. America Way, Suite 500,
 Miami Fl. 33132, Email: rmorales@worldtrade.org, Fax: 305-871-7904

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MARKET INTEREST: Check the countries or regions that you want to market your products to:

All Regions Africa Asia Brazil Canada Caribbean
 C. America Europe Mexico Mid East S. America USA

BUSINESS OBJECTIVES AT THE SHOW:

Direct Sales Joint Venture Licensing Agreement Agent/Distributor Identification
 Purchasing

LANGUAGES SPOKEN: _____

6. BOOTH CONTENTS REQUIREMENTS AND ADDITIONAL MARKETING OPPORTUNITIES:

To provide you with personalized services and additional marketing opportunities, please review and select from the following opportunities by placing a check mark next to your selection;

Select items you will need, that are included in the booth package:

10' X 10' pipe-and-drape booth

Booth identification sign

Carpeting

Two chairs

One skirted 6' table

One waste basket

One 500-watt electrical outlet (120 volts)

Would you like to purchase additional marketing opportunities?

Logo posted in the inside cover of the show directory (**\$250**)

Sponsorships (www.americasfoodandbeverage.com)

The undersigned organization (**EXHIBITOR**) and World Trade Center Miami (**WTCM**) mutually agree to the terms set forth in this contract to purchase exhibit space at the 22ND Americas Food & Beverage Show.

NOTE: PLACE A CHECK NEXT TO YOUR BOOTH PRICE SELECTION:

Option #1: \$30.00 p/square foot for **10x 10** Inline booth (\$3,000)

Option #2: \$34.00 p/square foot for **10x10** Corner booth (\$3,400)

Option #3: \$37.40 p/square foot for **10x10 Premier Corner Front Location** booth (\$3,740)

Booths: 101, 200, 201, 300, 301, 400, 401, 500, 501, 600 and 601

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7. **BOOTH INCLUDES THE FOLLOWING:** 10' X 10' pipe-and-drape booth, booth identification sign, carpeting, two chairs, one skirted 6' table, one wastebasket , one 500-watt electrical outlet (120 volts), 5 free booth staff badges and additional staff badges at \$25.00 per badge will be available. Exhibit dimensions are for reference purposes only. Some booths may be combined to make larger booths.
8. **PAYMENT TERMS:** Exhibitor agrees to pay the full amount of the exhibit space rental fee upon receipt of the signing of this contract. In the event the WTCM does not accept the contract, all payments will be promptly reimbursed to Exhibitor. Checks should be made payable to the World Trade Center Miami and mailed with one initialed and signed copy of this contract to the World Trade Center Miami, 1007 N. America Way, Suite 500, Miami, Florida 33132, USA. If payment is not made within **30** days of receipt of the booth contract, the booth assignment requested by the Exhibitor may be forfeited and automatically reassigned to another Exhibitor. If a wire transfer is used, the Exhibitor should increase the payment by the amount of the wire charge.
9. **ASSIGNMENT OF EXHIBIT LOCATION:** The World Trade Center Miami will attempt to assign the requested exhibit space location and will notify Exhibitor of the assigned exhibit space upon acceptance of the contract. However, WTCM gives no guarantee that the Exhibitor's request will be accommodated.
10. **LOCATION OF EXHIBITS:** The exhibition will be held at the **Miami Beach Convention Center, 1901 Convention Center Drive, Miami Beach, Florida 33139, Hall A.** All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but WTCM reserves the right to make such modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of WTCM.
11. **INSTALLATION AND REMOVAL TIME:** Exhibitor will be advised in the Exhibitor Services Manual or by separate communication of specific move-in and move-out times to which it must adhere. Failure to meet move-in and move-out deadlines may result in the forfeiture of exhibit space or the removal of the exhibitor's materials by WTCM at Exhibitor's expense, without providing financial recourse to the exhibitor by WTCM. Exhibitor is not allowed to move-out of the exhibit hall before the show closing time indicated in the **Exhibitor Services Manual**, unless a written authorization is provided by WTCM. Failure to comply with the move-out time will result in a penalty payable to WTCM by Exhibitor equal to 50% of the cost of exhibitor's booth space rental fee.
12. **EXHIBIT AND CONFERENCE HOURS:** The dates and location identified on this contract may be modified by information subsequently sent to the exhibitor in the Exhibitor Services Manual, which also contains the daily schedule of exhibits and conferences. WTCM may change exhibit hours or the number of days or dates of the exhibition. Exhibitor shall not, during the exhibition or the 30-day period before the first day of any conference or exhibition produced by WTCM, nor during any future exhibition produced by WTCM, conduct, promote, refer to, endorse or sponsor any functions, classes, seminars, exhibits or similar marketing functions within 100 miles of said conference(s) or exhibition(s) other than (i) the exhibition provided in this contract or (ii) functions approved by WTCM and held at a location authorized by WTCM in writing.
13. **USE OF EXHIBIT AND PROMOTIONAL ACTIVITIES:** All demonstrations or other promotional activities must be confined within the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by its demonstrations or other promotions. During all days of any exhibition produced by WTCM, except as otherwise provided herein or through advertising contained in regularly published periodicals, electronic media and related recurring promotional vehicles, exhibitor shall not promote its products or organization within 500 yards of any exhibit location without written prior authorization of WTCM. Exhibitor may not promote exhibits, conferences, displays or other marketing or sales activities conducted during the exhibition outside of its exhibit space without the prior written approval of WTCM. Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries and sister corporations or when approved in writing in advance by WTCM. Exhibitors shall not assign, sublet or share the exhibit space allotted. Exhibitor agents may display and solicit business only for the goods manufactured or dealt by Exhibitor in its regular course of business. Exhibitor agrees to carefully follow.

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provisions and restrictions of booth structures as described in the Exhibitor Services Manual. Any exceptions must be requested in writing to WTCM who will accept or reject the request in writing. WTCM may immediately restrict or remove exhibits which, in the sole opinion of WTCM, are objectionable due to noise, method of operation, personnel, materials or any other reason which may detract from the general character or the consistent and stated purpose of the Exhibition. Exhibitor may not make sales which result in the exchange of merchandise or money in the exhibit hall. Exhibitor may not display, promote from its exhibit space, or offer nudity or sexually explicit or similarly offensive products, demonstrations, presentation, literature or other related matter, including the content of its products or the behavior of its staff. Exhibitor should closely adhere to the provision on **“Use of Exhibits-Sound Systems and Use of Live or Taped Copyrighted Music”** as described in the Exhibitor Services Manual. In the event of such restrictions or removal action, WTCM shall not be liable for any refunds or other Exhibitor expenses.

14. ARRANGEMENTS OF EXHIBITS: Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All exhibitors must remain within the confines of their own exhibit space, and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibitors. WTCM shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by WTCM in its sole discretion, will be prohibited. All pavilions must have plans pre-approved by the President of the World Trade Center Miami.

15. TAXES, LICENSES, SECURITY, INSURANCE AND LIABILITIES: Exhibitor shall be responsible for obtaining any licenses, permits and insurance under all local, state, federal or legally entitled entities, laws and regulations applicable to its activity at the Exhibition, including tax identification numbers and payment of all taxes, license fees or other charges that shall become due. WTCM will provide guard service to the perimeter of the exhibit hall during the hours when the exhibit area is closed. However, Exhibitor is solely and fully responsible for its own exhibit material and other property at all times, regardless of its location. Neither WTCM nor its agents or representatives will be responsible for any injury, loss or damage that may occur to Exhibitor or to Exhibitor’s employees or sub-contractors and agents or the property belonging to any such party. Anyone visiting, viewing or otherwise participating in Exhibitor’s exhibit space is deemed to be the invitee or licensee of exhibitor, rather than the invitee or licensee of WTCM. Exhibitor is solely liable for any injury to its property or to persons participating in the conduct in the exhibit or invitees and guests, or any party or individual(s) designated by exhibitor as their agent(s), and assumes full responsibility and liability for its acts and omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agrees to save harmless WTCM and the exhibit hall from responsibility or liability resulting directly or indirectly from such acts or omissions. WTCM is not liable for product satisfaction of any buyer, nor does WTCM endorse or warrant any product sold by Exhibitor, who remains solely responsible for its own sales transactions. Exhibitor shall obtain at its own expense at least \$1 million of comprehensive general liability insurance, including the so called “broad form endorsement”, which will name WTCM, its officers, directors, employees, sub-contractors and agents and the Miami Beach Convention Center as additional insured, and further agrees to waive its rights of subrogation against WTCM and all insured parties.

16. CANCELLATION BY EXHIBITOR:

- (a) In the event exhibitor cancels all or part of contracted exhibit space, the following provisions shall apply:
- (i) If written notice of cancellation is received by WTCM **prior to May 31, 2018**, exhibitor shall pay a cancellation fee equal to **50%** of the total exhibit space rental fee; (ii) If written notice of cancellation is received by WTCM on, or after **May 31, 2018**, exhibitor shall pay a cancellation fee equal to **100%** of the total exhibit space rental fee.
- (iii) All cancellation fees are payable immediately upon cancellation. All payments made to WTCM under this contract are deemed fully earned and non-refundable and made in consideration for expenses incurred by WTCM and WTCM lost or deferred opportunity to provide exhibit space to others and all cancellation fees that may become due hereunder are acknowledged by exhibitor to constitute liquidated damages. (b) If Exhibitor does not make full payment when due under the terms of this contract, WTCM may terminate the exhibit space held for Exhibitor and Exhibitor shall be responsible for payment to WTCM of all amounts which would have been due to WTCM under the terms of subsection (a) above, if Exhibitor had cancelled this exhibit space as of the date of such default, other provisions of this contract will continue in force until cancelled by WTCM.

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- 17. DOWNSIZING OF SPACE BY EXHIBITOR:** All requests for reduction of exhibit space must be in writing and shall become effective upon approval by WTCM. A fee of **50%** of the difference in the cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged through **May 31, 2018**. Commencing **August 1, 2018** exhibitors requesting reductions in space will receive no refund for any difference in cost. Furthermore, show management has full authority to relocate any exhibitor after downsizing of space.
- 18. CANCELLATION OF SHOW:** If WTCM cancels the Show because of an Event of Force Majeure as defined below, and the Show is rescheduled within six months of the original Show dates, Exhibitor's rental fee for exhibition space shall be applied to pay for Exhibitor's rental space in the rescheduled show. If Exhibitor elects not to participate in the rescheduled Show, its rental fee shall not be refunded and shall be deemed earned by WTCM. If the Show is cancelled and not rescheduled as set forth above, WTCM will refund that portion of the Exhibitor's rental fee, if any, that WTCM does not apply to pay its direct expenses of the cancelled show. Any refunds of rental fees will be prorated among all Exhibitors. If WTCM's direct expenses equal or exceed all Exhibitor rental fees, no rental fees will be refunded. For the purpose of this paragraph, direct expenses shall mean all expenses of the Show incurred by WTCM other than its indirect administrative overhead expenses. WTCM's determination of its direct expenses shall be deemed final and shall not be subject to challenge by any Exhibitor. WTCM shall not be liable for any losses or damages of any type or description, including consequential and/or incidental damages, suffered by Exhibitor as a result of any rescheduling or cancellation of the Show.
- 19. FORCE MAJEURE.** WTCM shall not be deemed to have breached this agreement by reason of its failure to perform any of its obligations if caused by strikes, natural disasters, hurricanes or tropical storms, acts of a public enemy, riots, terrorism, interference by civil or military authorities, compliance with proclamations, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of WTCM, or if caused by any act or failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure specified above that results or will result in a delay in or cancellation of the Show or otherwise affects WTCM's performance under this agreement, WTCM shall promptly give notice to the other party of the occurrence and the effect or anticipated effect of the occurrence on the performance of WTCM's obligations under this agreement. WTCM will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence on its performance under this agreement.
- 20. MISCELLANEOUS:** The rights of WTCM under this contract shall not be deemed waived except when specifically stated in writing and signed in writing by the President of the WTCM. There is no other agreement or warranty between Exhibitor and WTCM, except as set forth in this document.

By his / her signature below, the individual signing this contract represents and warrants that he/she has been duly authorized to execute this binding contract on behalf of the named Exhibitor.

Authorized Signature _____ Date _____

Name (Please Print) _____ Title _____

(INITIALS)

2018 - Three Payment Options:

1. You may charge: _____ **Visa** _____ **MasterCard** _____ **Amex**

Company Name: _____

Name as Appears on Your Card: _____ Security Code _____

Billing Address: _____ City _____ State _____ Zip Code _____

Credit Card No.: _____ Exp. Date: _____ Amt: _____

Authorized Signature: _____

2. Please make **U.S. Check** payable to World Trade Center Miami and mail to: WTCM, c/o Port Miami, World Trade Center Miami, 1007 N. America Way, Suite 500, Miami, FL 33132, USA. Foreign checks require a processing fee of \$75 dollars which should be added to the invoice amount.

3. **Wire Transfer** (Please call + 1-305-871-7910 or email erodriguez@worldtrade.org for instructions and fee payments.) Must include all wire transfer service fees.

RESERVED FOR WORLD TRADE CENTER MIAMI - 2018

******* DO NOT WRITE BELOW THIS LINE *******

For Approval: _____ Date: _____

Accepted By World Trade Center Miami, Charlotte Gallogly, President .

EXHIBIT SPACE ASSIGNMENT: _____ Price _____ Payment Due: _____

(Initials)

1862	Computer Software Inventory Control	1871	Dist. Mgmt. Solutions Distributor	1879	Information & Consulting Services	1889	Passenger Airline Pest Control	1898	Sewing Machines Shipping
1863	Credit Card Merchant Processing	1872	Equipment	1880	Janitorial Supplies	1890	Point of Sale Software & Equipment	1899	Shopping Carts Telecommunication
1864	Commercial Trucks	1873	Exporting Services	1881	Labels	1891	Publications	1900	U.S. Federal Org.
1865	Culinary School	1874	Food Service Supplier	1882	Labeling Equipment		Refrigerators	1901	U.S. State Org.
1866	Culinary School	1875	Foreign Government Organizations	1883	Legal Services	1892	Serving Pieces for Buffet	1902	Uniforms
1866	Customs Brokerage	1876	Health Nutrition	1884	Logistics & Dist.	1893	Seaport	1903	Warehousing
1867	Cutlery	1877	Services Information	1885	Market Research & Development	1894	Security	1904	Water Filters
1868	Decorating Equip.	1878	Household Cleaning Products	1886	Marketing & Prom. Packaging	1895	Services & Information	1905	
1869	Disposable Tableware/Cutlery			1887	Paper Cups	1896		1906	
1870	Disposable Food Containers			1888		1897		[2100]	Tobacco Products
								2111	Cigarettes
								2113	Cigar