

2020 Craft Brewers Conference & BrewExpo America® Terms and Conditions.

LOCATION:

Henry B. Gonzalez Convention Center
900 E. Market St.
San Antonio, TX 78205

SHOW HOURS (subject to change):

Monday, April 20 9:00 a.m. - 5:00 p.m.
Tuesday, April 21 9:00 a.m. - 5:00 p.m.
Wednesday, April 22 9:00 a.m. - 3:00 p.m.

No contract shall be in force until accepted by the Brewers Association. It is explicitly agreed by the exhibitor that in the event he/she fails to pay space rental at the time specified or fails to comply with any other provisions concerning use of exhibit space, the Brewers Association shall have the right to take possession of said space and lease the same, or any part thereof, to such parties and upon such terms and conditions as it deems proper.

1. MOVE IN: Exhibitors may begin moving in Sunday, April 19 at 3:00 p.m. Exhibitors with large machinery or booth spaces of 600 sq. ft or more (see 15b. below) begin targeted move in on Saturday, April 18 at 8:00 a.m. and exhibitors of 1,200 sq. ft. or more begin move in The Service contractor will coordinate specific targeted move in times. All exhibitors should complete booth setup no later than 12 hours before start of show.

2. MOVE OUT: Breaking down of booths is prohibited until after the show closes. Exhibitors will begin moving out from close of show on Wednesday from 3:00 p.m. to 12:00 a.m. and on Friday from 8:00 a.m. until 12:00 a.m.

3. STORAGE OF PACKING CRATES and BOXES: Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but when properly marked, they will be stored and returned to the booth by service contractor. It is the exhibitors' responsibility to mark and identify crates according to service contractor instruction. Crates not properly marked or identified may be destroyed. Show

Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

4. BOOTH RENTAL BASIC PRICING

BA Allied Trade/Industry Supplier Member:	\$26 USD/sq ft
Non-Member Company:	\$34.5 USD / Sq Ft.
Premium Fee per exposed corner:	\$100 USD / Corner

Minimum booth rental is 10'x10'

Entitlement to a certain type of stand is not guaranteed
All Space Rental Includes:

- Booth space rental during set up, exhibition, and tear down
- General security of exhibition hall entrance & exits
- General lighting of exhibition halls
- General cleaning of exhibit aisles

In-Line & End Cap Booth Rentals Include*

- Eight Feet (8') high draped backdrop
- Three foot (3') high side rail
- Identification sign: seven inches (7") by 44 inches (44"), consisting of the company name in large bold letters
- Does not include carpet, table, chairs, wastebasket, electric, plumbing, etc.

***Island Booth Rentals do not include any of the above**

Order forms for additional signs, carpet, electricity and other items and services are included in the exhibitor services kit.

5. PAYMENT TERMS:

- **Deposit:** 10% of total booth cost is due at time of reservation as a non-refundable deposit (checks and wire payments must be received within 10 business days of reservation)
- Reservations received without such payment will be released on the 11th business day from the date of selection.
- **Balance Due:** Remaining balance is due November 15, 2019. No refunds will be made

after March 19, 2020, including instances of booth cancellations (see section 6).

- Reservations made after November 15, 2019 must be accompanied by full payment (received within 10 business days of reservation).
- Booth reservations not meeting payment deadlines above will be released upon the 11th business day after the missed deadline.
- Exhibiting company's Brewers Association Allied Trade/Supplier membership must be active through the date of the show (April 2020) to qualify for BA Member booth pricing. If membership is not maintained, Non-member pricing will apply. Brewers Association Individual memberships do not qualify for discounts.

6. REFUNDS/CANCELLATIONS/BOOTH DOWNSIZING

POLICY: As the show dates approach, it becomes increasingly difficult & costly for the Brewers Association to re-sell cancelled or downsized exhibit booth spaces. Exhibitors that wish to cancel or downsize their reservation commitment must do so in writing. Such written notice will be deemed accepted on the date received by the Brewers Association. Cancellations or downsizings are subject to Penalty/Refund Schedule below:

- **November 15, 2019 or earlier:** loss of deposit (10% total booth cost)
- **November 16, 2019 - January 23, 2020:** 50% refund of booth cost
- **January 24 - March 5:** 25% refund of booth cost
- **March 6 or later:** no refund issued

7. CODES & AGREEMENTS: Exhibitor hereby agrees to be bound by the "[Craft Brewers Conference & BrewExpo America® Rules & Regulations](https://www.craftbrewersconference.com/wp-content/uploads/2017/07/CBCExhibitorRulesandRegulationsforExhibition.pdf)" (direct link: <https://www.craftbrewersconference.com/wp-content/uploads/2017/07/CBCExhibitorRulesandRegulationsforExhibition.pdf>). Exhibitor further agrees to adhere to and be bound by (i) all applicable United States import regulations, rules, and laws; all fire, utility, tax, copyright and building codes and regulations; (ii) any rules or regulations of the facility where the

exposition is being held. Exhibitor shall not, nor shall Exhibitor permit others to do anything to the Booth or do anything in the facility which would cause a difference in conditions from those previously approved by the insurance carriers of the Brewers Association, or the managers or owners of said facility, which will in any way increase premiums or costs payable by any of said parties.

Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, booths or the equipment of the booths. When such damage appears, the exhibitor is liable to the owner of the property damaged.

8. ORDER-TAKING AND ON-SITE SALES: Any exhibitor who takes orders or conducts sales on-site is responsible for complying with applicable state and local legal requirements for permits, business licenses, and sales and use tax compliance.

9. SPACE ALLOTMENTS will be made by the Brewers Association. The Brewers Association reserves the right to decline potential exhibitors who are not deemed beneficial to the overall integrity of the show. THE BREWERS ASSOCIATION ALSO RESERVES THE RIGHT TO MAKE SHIFTS AND ASSIGNMENTS OF ALL BOOTH SPACES AND LOCATIONS.

10. SECURITY, LIABILITY AND INSURANCE: The safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor. Every reasonable precaution will be taken to protect the property during installation, exhibit period and removal. However, neither the Brewers Association, the Convention Center, service contractors, nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes.

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, protection of large numbers of removable items in numerous display areas and various other factors, make

it reasonable that each exhibitor shall assume the risk of any such injury, loss or damage.

It is recommended that exhibitors take precautionary measures of their own, such as securing small or easily portable articles of value and removing of them to a place of safekeeping after exhibit hours. It is also recommended that dummy merchandise be used where possible.

Exhibitor agrees that Brewers Association and Henry B. Gonzalez Convention Center and each of their officers, directors, employees, representatives, shareholders and agents shall not be liable for any damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of use, occupation and enjoyment of exposition space by Exhibitor or any person thereon with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless Brewers Association, and its officers, directors, employees, representatives, shareholders and on account of agents from all liability whatsoever any such damage or injury, whether or not caused by the negligence or breach of any obligation by exhibitor or its employees or representatives. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save harmless the Brewers Association, and their respective officers, directors, employees, representatives, shareholders and agents, and the Exposition facility and its employees and agents from all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's or its agents installation, removal, maintenance, occupation or use of the exposition premises or a part thereof. Exhibitor is responsible for the repair of any damage or disfigurement to the facility resulting from the occupancy of an exhibit space including move-in/out. Exhibitors acknowledge that neither the Brewers Association, nor the Exposition facility maintain insurance covering the Exhibitor's property and that it is the sole responsibility of Exhibitors to obtain business interruption, public liability, workers compensation, and property damage or loss insurance covering such losses

by Exhibitor. Brewers Association will contract the Exposition facility, a show decorator and/or private security to provide security services during the periods of installation, public exhibit hours and dismantling and Exhibitor agrees that the provision of such security constitutes adequate discharge of all obligations of the Brewers Association to supervise and protect the Exhibitor's property.

Exhibitor is required to provide Brewers Association with a Certificate of General Liability coverage from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, showing Brewers Association and Henry B. Gonzalez Convention Center as additional insureds no less than 30 days prior to the show. The Certificate shall provide for a 30-day written notice in the event of cancellation or material change of coverage. Brewers Association's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, terrorism, acts of God, governmental restrictions, labor union strikes, power failures, or damage or destruction of any essential network facilities or servers, shall not be deemed a breach of this Agreement.

The Brewers Association shall not be responsible to exhibitor for any loss arising out of exhibitor's use of the Exhibit Hall including power interruptions, utility failure and "acts of God."

In the event that the Trade Show shall not be held for any reason, the liability of the Brewers Association to the exhibitor shall be limited to the payment received for the rental of space.

12. CO-EXHIBITORS/SHARED SPACE: The use of booth space by another company with its own products and personnel (co-exhibitor) requires a separate application and admission by the organizer. **Admission of one or more co-exhibitors is subject to an administrative fee of \$500 per co-exhibitor.** Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the

co-exhibitor. Co-exhibitors only receive a separate listing in conference materials, but will not receive additional badges or visitor passes. The primary exhibitor will receive and manage all badges/passes associated with the booth space.

13. Show Organizer/Manager

Brewers Association

1327 Spruce St. • Boulder, CO 80302

Phone: (303) 447-0816

E-mail: CBC@BrewersAssociation.org

14. EXCLUSION OF EXHIBITS: the organizer is entitled to demand the removal of items which or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of show booth regulations. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of this type occurs, the organizer may exclude the exhibitor from participating in a subsequent event.

15. EXHIBITS AND PUBLIC POLICY:

- a.) Exhibitor agrees to comply with all labor rules and jurisdictions as outlined in the Exhibitor Services Kit.
- b.) Exhibitors bringing large machinery must complete the Machinery Notification Form located within the Exhibitor Services Kit. The Service Contractor can then determine building access points and floor loads. Without this form, we cannot guarantee machinery access to the Exhibit Hall or qualification for sliding machinery material handling rates.
- c.) Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his/her exhibit or display, the Brewers Association will endeavor to answer such questions. Early attention to such details may save the exhibitor time and money.

d.) Exhibitors wishing to give away sample-size food must receive prior approval. No beer sampling is allowed at exhibitor booths. Beer sampling is ONLY allowed only at sponsored beer stations.

e.) All demonstrations, promotional activities, and distribution of circulars, catalogs, or other promotional materials must be confined within the limits of the exhibit booth(s) in the exhibit areas. The playing of loud music, videos, films, or the like, or any other loud or distracting activity that could be objectionable or disturbing to neighboring exhibitors and/or attendees is prohibited. Interpretation of what constitutes objectionable activities lies solely with the Show Organizer (Brewers Association Show Manager).

16. COOPERATION: The foregoing Terms & Conditions have been formulated to serve the best interests of the Exhibitors and attendees. ALL points not covered herein are subject to interpretation and/or settlement by the Show Manager. Management reserves the right to limit access to any show area.

17. PHOTO RELEASE: Holder grants permission to Brewers Association, and sponsors of the event to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of the Craft Brewers Conference and Brew Expo America that may depict, record or refer to holder for any purpose.