

LOCATION:

San Diego Convention Center (“Venue”)
111 W Harbor Dr
San Diego, CA 92101

ORGANIZER:

The Brewers Association, Inc.
1327 Spruce Street
Boulder, CO 80302-5006
Phone: (303) 447-0816
Email: CBC@BrewersAssociation.org

SHOW HOURS (subject to change):

Tuesday, March 30 9:00 a.m. - 5:00 p.m.
Wednesday, March 31 9:00 a.m. - 5:00 p.m.
Thursday, April 1 9:00 a.m. - 3:00 p.m.

By putting your electronic signature on the application to reserve space in order to exhibit at the 2021 Craft Brewers Conference & BrewExpo America (“CBC”), you, on behalf of your company, organization, and/or its authorized agents (collectively “Exhibitor”), agree to comply with these Terms & Conditions (the “Terms”). The Terms shall become binding on Exhibitor and Organizer, The Brewers Association, Inc. (“BA”), upon BA’s acceptance of your application and confirmation of acceptance via email.

1. PAYMENT TERMS: Exhibitor recognizes and agrees that in the event it fails to pay space rental at the time specified below or fails to comply with any other provisions concerning use of exhibit space, BA shall have the right to take possession of said space and lease the same in whole or in part to such other persons and upon such terms and conditions as it deems proper.

a. 20% Deposit due upon selection (prior to Feb. 17, 2021): Exhibitor must pay to BA 20% of total exhibit space (referenced as a “booth” below) cost at its time of reservation as a non-refundable deposit within 7 business days of submitting its reservation. Booth reservations will be released on the 8th business day from the date of booth reservation for any unpaid deposits, without further notice to Exhibitor.

b. Balance Due: Exhibitor must pay to BA the remaining balance on or before February 17, 2021. Booth reservations will be released on the 8th business day after the deadline for any unpaid booth fees without further notice to Exhibitor.

c. Late Reservations: For reservations made after February 17, 2021, Exhibitor must pay BA in full within 7 business days of reservation. Late booth reservations will be released for non-payment upon the 8th business day after placement of the reservation.

2. BOOTH RENTAL BASIC PRICING

| | |
|--|-------------------------------|
| BA Allied Trade/Industry Supplier Member | \$26 USD per sq. ft. |
| Non-Member Company | \$34.5 USD per sq. ft. |
| Premium fee per exposed corner | An added \$100 USD per corner |

a. Membership: Exhibitor’s BA Allied Trade or Industry Supplier membership must be active and paid for through the date of CBC (March 2021) to qualify for BA Member booth pricing at the time of booth reservation. If Exhibitor does not maintain its membership prior to CBC, non-member pricing will apply and BA will invoice Exhibitor for the difference in price. BA Individual memberships do not qualify for discounts.

b. All booth rentals include:

- Booth space rental during set up, exhibition, and tear down;
- Reasonable security of exhibition hall entrances and exits at a level customary for similar events. BA shall procure reasonable 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 BA to provide security.
- Reasonable lighting of exhibition halls; and
- Reasonable cleaning of exhibit aisles at a level customary for similar events.

c. In-line and end cap booth rentals include:

- Eight foot (8’) high draped backdrop;



- Three foot (3') high side rail; and
- Seven inch (7") by 44 inch (44") identification sign, consisting of Exhibitor's name in large bold letters.
- Does not include carpet, table, chairs, wastebasket, or utilities (electric, plumbing, etc.).
- Island booth rentals do not include any of the above – exhibitor required to provide all furnishings & signage for island booths.

d. **Additional materials:** Exhibitor may request additional signs, carpet, utilities and other items and services through the order forms included in the show general contractor Exhibitor Services Kit.

e. BA cannot guarantee availability of any particular type of booth or materials.

3. SPACE ALLOTMENTS: BA shall make all space allotments. BA reserves the unlimited right to decline potential exhibitors who it deems not beneficial to the reputation, goodwill, integrity, or policy positions of BA or the CBC. BA reserves the unlimited right to make adjustments and assignments of all booth spaces and locations.

4. USE OF EXHIBIT SPACE:

a. Exhibitor must confine all demonstrations, promotional activities, and distribution of circulars, catalogs, or other promotional materials within the limits of its exhibit booth(s) in the exhibit areas. BA reserves the unlimited right to limit access to any area within CBC.

b. Exhibitor must not injure or deface the walls or floors of the building, booths or the equipment of the booths. Exhibitor shall bear full financial responsibility for any damage or degradation, reasonable wear-and-tear excepted.

c. The use of booth space by any person or company other than Exhibitor (a "shared exhibitor") requires each shared exhibitor to apply to BA to and receive approval from BA as a shared exhibitor. **Each approved shared exhibitor must pay BA an administrative fee of \$500 within 7 days of when shared exhibitor application is received.** Primary Exhibitor must ensure that any

shared exhibitor fulfills all requirements imposed by these Terms, in addition to the shared exhibitor. Shared exhibitors only receive a separate listing in conference materials, but shall not receive additional badges or visitor passes. Primary Exhibitor shall receive and manage all badges/passes associated with its booth space.

d. If Exhibitor wishes to give away sample-size food it must receive prior approval from BA. Exhibitor must not conduct beer sampling at any booths. **Beer sampling is ONLY allowed only at sponsored beer stations** (for information, contact Advertising@BrewersAssociation.org).

e. Exhibitor must not play loud music, videos, films, or the like, or engage in any other loud or distracting activity that could disturb neighboring exhibitors and/or attendees. BA reserves the unlimited right to require that Exhibitor cease activity or remove exhibit elements that BA in its sole discretion deems dangerous, disruptive, a cause of annoyance, or not beneficial to the reputation, goodwill, integrity, or policy positions of BA or the CBC. If Exhibitor refuses to promptly comply with a BA request under this section, BA shall terminate said activity and/or element at the expense of Exhibitor. BA may exclude Exhibitor from subsequent events due to violations of this nature.

5. MOVE IN:

a. Exhibitor may begin move in based on booth size, according to the schedule below. BA or its designee shall coordinate specific targeted move in times for large exhibit spaces. Exhibitor must complete booth setup no later than 12 hours before the start of CBC.

| Day | Time | Booth Size |
|--------------------|-----------------|--------------------|
| Saturday, March 27 | 2:00pm – 6:00pm | 1,000 sq. ft. & up |
| Sunday, March 28 | 8:00am – 3:00pm | 600 sq. ft. & up |
| Sunday, March 28 | 3:00pm – 6:00pm | All sizes |
| Monday, March 29 | 7:00am – 7:00pm | All sizes |

b. If Exhibitor plans to bring large machinery to exhibit, it must complete and submit to BA the Machinery Notification Form located within the Exhibitor Services Kit. BA's service contractor shall determine building

access points and floor loads for large machinery. BA cannot guarantee machinery access to the exhibit hall or qualification for sliding machinery material handling rates unless Exhibitor completes and submits a Machinery Notification Form.

6. MOVE OUT: Exhibitor shall begin moving out from the close of CBC on Thursday from 3:00 p.m. to 11:59 pm and on Friday from 8:00 am until 6:00 pm. Exhibitor must not break down its exhibit until after the end of CBC. If Exhibitor is found dismantling its exhibit prior to end of CBC, it shall lose all possible priority points for the current show and BA may suspend it from exhibiting at the following year's CBC.

7. STORAGE OF PACKING CRATES and BOXES: Exhibitor shall not store packing crates, boxes, or similar packing materials in their booths during the CBC exhibit period. Exhibitor must mark and identify packing materials according to service contractor's instruction. Properly-marked packing materials will be stored and returned to the booth by BA's service contractor. BA reserves to destroy un-marked or improperly-marked packing materials and assumes no responsibility for the contents of improperly-marked packing materials.

8. LIMITATION OF LIABILITY: Exhibitor remains solely responsible for safekeeping its property. The parties agree that the nature of the facilities, the presence and circulation of large numbers of people, the difficulty of effective supervision over such large numbers of persons and removable items, and various other factors, make it reasonable that Exhibitor assume the risk of any injury, loss or damage. **Exhibitor accordingly agrees that BA and Venue, and each of their officers, directors, employees, representatives, shareholders and agents shall not be liable for any damage or injury to persons or property from any cause whatsoever by reason of use, occupation and enjoyment of event space by Exhibitor or by any person in the event space with the consent of Exhibitor.** BA recommends that Exhibitors take precautionary measures, such as securing small or easily portable articles of value and removing them to a place of safekeeping after exhibit hours. BA also recommends the use of dummy merchandise where possible.

9. REFUNDS/CANCELLATIONS/BOOTH DOWNSIZING POLICY: Should Exhibitor wish to cancel or downsize its reservation it must do so in writing to the email at CBC@BrewersAssociation.org. Such written becomes effective on the first business day received by BA. Cancellations or downsizings are subject to penalty/refund schedule below:

- **March 2 or earlier:** full refund issued, minus 20% non-refundable booth deposit
- **March 3, 2021 or later:** no refund issued

10. INTELLECTUAL PROPERTY:

- a. BA represents and warrants that it owns and holds the sole an exclusive right use the trademark "Craft Brewers Conference & BrewExpo America" and related intellectual property.
- b. Exhibitor represents and warrants it possesses the right to use any and all intellectual property it uses or displays at CBC. Exhibitor grants to BA a non-exclusive license to use its intellectual property for purposes of promoting the CBC on its website, in social media advertisements, etc., and for purposes of organizing the event, such as listing Exhibitor's name and/or tradenames in CBC brochures, schedules and the like.
- c. Exhibitor grants permission to BA and sponsors of the CBC to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of CBC that may depict, record or refer to Exhibitor for any purpose.

11. COMPLIANCE WITH LAWS and POLICIES:

- a. In its interactions with BA, other exhibitors, and event attendees, Exhibitor must comply with all applicable statutes, regulations, ordinances, and other requirements having the force of law (collectively "laws"). Without limiting the forgoing obligation:

- If Exhibitor takes orders or conducts sales on-site, it is solely responsible for complying with applicable laws related to permits, business licenses, and sales and use tax compliance.
- Exhibitor must ensure any equipment or other displays it employs at CBC comply with all fire, utility codes, health and safety, and building codes.
- Exhibitor must comply with all labor rules as outlined in the Exhibitor Services Kit.

b. Exhibitor must comply with the “[Craft Brewers Conference & BrewExpo America® Rules & Regulations](#)” (direct link: <https://cdn.craftbrewersconference.com/wp-content/uploads/20190523123703/CBCExhibitorRulesandRegulationsforExhibition.pdf>).

c. Exhibitor must further comply with any rules of the Venue, as found here: https://visitsandiego.com/sites/default/files/SDConvCtr_Regulations.pdf

12. INSURANCE:

a. Exhibitor acknowledges that neither BA nor the Venue maintain insurance covering Exhibitor’s property and that it is Exhibitor’s sole responsibility to obtain business interruption, public liability, workers compensation, and property damage or loss insurance covering any losses by Exhibitor.

b. No less than 30 days prior to the start of CBC, **Exhibitor must procure and provide to BA 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 The Brewers Association and the San Diego Convention Center as additional insureds.** The Certificate shall provide for a 30-day written notice in the event of cancellation or material change of coverage.

c. Exhibitor must not, and must not permit others, to do anything to the booth or in the Venue that would cause a difference in conditions from those previously

approved by its insurance carrier, the carrier of BA, or the managers or owners of the Venue, which would in any way increase premiums or costs payable by any of said parties.

13. INDEMNIFICATION: Exhibitor shall defend, indemnify and save harmless BA and the Venue, and their respective officers, directors, employees, representatives, shareholders, and agents (collectively “indemnified parties”) from any and all liability, claims, damages, debts, fines, penalties, or other obligations, in law or in equity, arising from or relating to: (a) any breach of these Terms by Exhibitor; (b) any damage or injury to any third party, regardless of whether such damage or injury was caused by the negligence or malfeasance of Exhibitor. The forgoing obligation shall include payment of the indemnified parties costs and reasonable legal fees.

14. FORCE MAJEURE: Each party may be released from its obligations under these Terms by events beyond its reasonable control, including but not limited to war, terrorism, strikes, fires, floods, pandemics, governmental restrictions, power failures, or damage or destruction of any essential network facilities or servers, if such events would render the CBC or performance under these terms illegal, impossible, or not advisable for the good of the public. In the event that CBC is not held for any reason, BA’s liability to Exhibitor shall be limited to the return of payments received.

15. MISCELLANEOUS:

a. These Terms have been formulated to serve the best interests of all exhibitors and attendees. BA reserves the right to address any subject related to participating in CBC that are not covered in these Terms.