

LOWER LEVEL & TRADITIONAL SUITE TERMS & AGREEMENT

WSWA 76TH ANNUAL CONVENTION & EXPOSITION
March 31 - April 3, 2019
Grande Lakes Orlando



SPACE ASSIGNMENT WILL NOT BE CONFIRMED AND RELEASED UNTIL WSWA RECEIVES A SIGNED COPY OF THIS AGREEMENT.

PLEASE RETURN BY FRIDAY, FEBRUARY 1, 2019 VIA FAX OR EMAIL.

Fax: (202) 371-9136

Email: registrations@wswa.org

Wine & Spirits Wholesalers of America 76th Annual Convention & Exposition (the "WSWA Convention") is a trade show owned by Wine & Spirits Wholesalers of America, Inc. ("WSWA") that provides opportunities for businesses to market their products and services to the wine and spirits wholesale industry.

VENUE

The WSWA Convention will be held March 31 - April 2, 2019 at Grande Lakes Orlando. 4040 Central Florida Parkway, Orlando, FL 32837 (the "Hotel"). The official exposition service contractor is Shepard.

SUITE REQUEST FORM

WSWA may reject or revoke any application if, in WSWA's sole judgment, the applicant is not eligible to exhibit or the product(s) or service(s) is not appropriate for the WSWA Convention. WSWA shall charge Lower Level Suite Holders the fees for their respective suites, but the Hotel shall charge Traditional Suite Holders. Once suite assignments have been designated, either the Hotel or WSWA, as the case may be, will charge the credit card listed the amount due as submitted on the suite request form. Lower Level Suite Holders can also submit a check to WSWA for the amount due by the published deadlines.

TRADITIONAL SUITE ASSIGNMENTS

Traditional Suite assignments are designated by committee and based on a number of factors including (in no particular order):

- Associate Membership status of the applicant;
- Number of persons the applicant registers to attend the WSWA Convention;
- Number of sleeping rooms the applicant requested in the Hotel;
- Suite assignments the applicant has received at past WSWA conventions;
- Date of receipt of the applicant's suite request form;
- Food service and activities planned in the suite;
- Number of years of WSWA convention participation.

Due to the number of similar products and services that may be promoted at the WSWA Convention, WSWA does not guarantee that Suite Holder will not be located near or next to other Suite Holders promoting competing products or services.

SUITE TERMS & AGREEMENT FORM

Applicants selected for a Suite must submit a signed copy of this agreement no later than seven (7) days after receiving confirmation of their space, or their space may be released. **Receipt of the signed Suite Terms & Agreement received after February 1, 2019 may be excluded from the printed WSWA Buyer's Guide.**

SUITE RESTRICTIONS

WSWA may prohibit or close a Suite that WSWA, in its sole discretion, believes is not appropriate to the WSWA Convention. An inappropriate Suite may include without limitation, a suite that may be seen as offensive, indecent, distasteful, disruptive, odorous, or otherwise unsuitable. Further, WSWA may exclude from future WSWA conventions any Suite Holder who violates these terms.

NO SUBLETTING SPACE

Suite Holder shall not assign, sublet, or apportion all or any part of the Suite occupied, or have representatives, equipment, or materials promoting any other entity other than its own company in the Suite.

CANCELLATION OF TRADITIONAL SUITES

All Traditional Suite cancellations must be made in writing and submitted to the Meetings and Conventions department via email to Kari@wswa.org. Traditional Suite Holders shall receive a full refund of the first night's room deposit, provided that the cancellation notice is received by February 1, 2019. If cancellation notice is received between February 2 and March 24, 2019, the company will lose the first night's room deposit. If the cancellation notice is received after March 24, 2019, Suite Holder shall be charged one hundred percent (100%) of the suite rate for the entire length of stay requested on the suite request form.

CANCELLATION OF LOWER LEVEL SUITES

All Lower Level Suite cancellations must be made in writing and submitted to the Meetings and Conventions department via email to Cindy@wswa.org. Lower Level Suite Holders will receive a one hundred percent (100%) refund, less fifty dollars (\$50) processing fee if WSWA receives notice of cancellation by Friday, December 21, 2018. Lower Level Suite Holders will be charged fifty percent (50%) of the Suite Fee for the entire length of the stay requested on the suite request form if the cancellation notice is received between December 22, 2018 and February 1, 2019. If the cancellation notice is received after Friday, February 1, 2019, Suite Holders will be charged one hundred percent (100%) of the Suite fee for the entire length of the stay requested on the suite request form.

REGISTRATION WITH THE FDA

All importers of alcohol products are required to register with the U.S. Food and Drug Administration (the "FDA") under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the "Bioterrorism Act"). In addition to the registration, the Bioterrorism Act requires that the FDA be provided prior notice of shipments of products being imported into the United States. Prior notice must be received and confirmed electronically by the FDA before the Bureau of Customs will clear products. For more information and to register please visit: <https://www.fda.gov/food/quidanceregulation/importexports/importing/ucm2006836.htm> or call (866) 521-2297. Information can also be found under the Customs section of the Exhibitor Service Manual. International exhibitors MUST provide proof of prior notice registration before shipping product through WSWA's preferred customs broker. Please refer to the Exhibitor Service Manual for further details.



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SHIPPING AND PRODUCT HANDLING

Suite Holder understands that all expenses for the shipping and handling of its display, products, and promotional materials and all other costs incidental to the operation of the display and suite are not part of the Suite fee and are to be paid by Suite Holder. Shipment of displays and exhibit materials arriving before the first setup day must be sent to Shepard and must arrive pre-paid. Suite Holder is prohibited from shipping materials directly to the Hotel. WSWA prohibits distribution and/or sampling of any product outside of the assigned Suite. WSWA retains the right to enforce such prohibition by requesting the exhibitor to move back into their suite or in the case of repeated infractions the offender(s) and/or the offending company be removed from the WSWA Convention. No refunds for registrations of exhibit booth fees will be issued under the enforcement of this policy.

TRANSPORTED BEVERAGE-ALCOHOL PRODUCT

All beverage-alcohol transported into the State of Florida for the purposes of the WSWA Convention shall be lawfully delivered to the Hotel. Per Florida state laws, all beverage-alcohol products related to this trade show and coming into the state must go through a Florida-licensed wholesaler. Any package directly shipped to the Hotel that is suspected of containing beverage-alcohol will be subject to possible search, seizure, and destruction if WSWA suspects that beverage-alcohol was transported in violation of Florida law, and you give permission for WSWA to open, search, seize, and destroy any such packages.

SUITE SETUP

If Suite Holder opens its Suite to WSWA Convention attendees, the Suite must be set and ready for opening by 12:00 pm on Monday, April 1, 2019. Suite Holder is expressly prohibited from opening its suite prior to this date and time.

Any Suite not checked-in by Monday, April 1, 2019 at 12:00 pm, for which no alternative arrangements have been made with WSWA, may be reassigned by WSWA without obligation on the part of WSWA to provide any refund whatsoever.

Suite Holder agrees and shall comply with all the terms and conditions of the Hotel concerning Suite Holder's transportation, installation, use, and dismantling of the Suite. This includes the prohibition of taping, stapling, nailing, tacking, or otherwise affixing posters, sign, banners, or other display items to walls, doors, or surfaces of the suite that may cause any damage to walls or other surfaces. Suite Holder understands and agrees that any damage done is the responsibility of Suite Holder and not WSWA. Further, Suite Holder agrees to indemnify WSWA and its officers, directors, members, employees, and agents for any and all expenses relating to such damage.

TEAR DOWN

Suite Holder shall not dismantle its display or begin to tear down the suite before the close of the WSWA Convention at 4:00 pm on Wednesday, April 3, 2019, without prior written approval of WSWA's Senior Consultant, Meetings and Conventions or Senior Director, Meetings and Conventions. WSWA, Shepard, and the Hotel are not responsible for any materials or product left in the suite.

SUITE SIGNS

WSWA shall provide and set up one sign identifying each Suite. Traditional Suite Holders are prohibited from placing any additional signs (or other promotional material) in the Hotel, including without limitation, in hallways, elevator banks, or other public areas. Lower Level Suite holders may display one (1) pop-up banner not to exceed 4' wide by 8' tall directly outside of their Lower Level Suite. Placement of this banner must comply with all regulations. You agree that WSWA has the right to move, confiscate and/or destroy any promotional materials that are inappropriately placed. Additional display of brands or branded materials may be allowed as a sponsorship opportunity. For more information contact Cindy@wswa.org.

PROMOTIONAL ITEMS

WSWA prohibits distribution and/or sampling of (and you agree that you will not offer) any product(s) outside of your assigned exhibit space. WSWA can confiscate and/or destroy any products and/or materials that do not comply with this Agreement. Exhibitor and all related entities are prohibited from distributing or permitting to be distributed any advertising pieces, literature, souvenirs, or promotional material in or around the exhibit areas or anywhere in the Hotel except from their own allotted suite.

PHOTOGRAPHY AND VIDEO RECORDING

Suite Holder agrees that WSWA, including its employees and consultants (such as WSWA-hired photographers) may take photographs and/or record audio and/or video of Suite Holder, anyone acting on Suite Holder's behalf, and Suite Holder's employees, hires, display, products, and services during exhibit hours and at any events during the WSWA Convention. Any photograph or audio/video recording will be (collectively) referred to as the "Footage." Suite Holder agrees that WSWA and its consultants will have a perpetual, irrevocable license to retain, reproduce, use, alter, display, and distribute the Footage (including Suite Holder's trademarks displayed therein) in WSWA-related communications (including, without limitation, WSWA's web sites, marketing pieces and social media outreach). Suite Holder further agrees that no compensation will be paid to Suite Holder by WSWA with regards to the Footage.

FOOD AND BEVERAGE SERVICE

Suite Holder is not permitted to bring outside food into the suite but may provide food service by arrangement with the Hotel.

SUITE HOLDER LISTINGS

Suite Holder grants to WSWA a perpetual, non-exclusive license to use, reproduce, and display its name(s), trade name(s), and the name(s) of its product(s) or service(s) in any directory or other listing in connection with the WSWA Convention in any and all media, including, without limitation, print and electronic media.

NO ENDORSEMENT BY WSWA

The exhibiting of services, products, and/or equipment at the WSWA Convention does not constitute an endorsement by WSWA, its members, or WSWA Convention sponsors or attendees. Suite Holder is not permitted to and will not represent in any manner that its goods or services have been endorsed by WSWA, its members, or the WSWA Convention sponsors or attendees.



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DO NO HARM

Suite Holder agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of WSWA. Suite Holder further agrees not to harm, disturb, disrupt, or otherwise interfere with WSWA's operations, including the WSWA Convention. Suite Holder shall immediately notify WSWA of any knowledge of or reasonable suspicion of violation of this provision by any exhibitor or attendee.

FIRE REGULATIONS

Suite Holder must conform to all standard fire codes of the host city. Suite Holder shall not allow its display to block the view of or impede access to fire exits, fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. No gasoline, kerosene, acetylene, or other flammable or explosive substance is permitted in the Hotel. All decorative fabrics must be flame proofed in accordance with applicable fire regulations.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Suite Holder agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless WSWA and its officers, directors, members, employees, and agents from and against all claims that may be brought against Suite Holder on the basis of Suite Holder's noncompliance with the ADA requirements. All of Suite Holder's personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact WSWA as soon as possible.

NO UNDERAGE ACCESS

Due to the nature of the products exhibited at the WSWA Convention, Suite Holder shall not admit anyone, including models, under the age of twenty-one (21) into its suite during Suite hours.

PENALTY

WSWA has the right to confiscate the convention credentials of - or remove - the offender(s) and/or offending company for violating any of these terms and conditions.

NO MISUSE OF BADGES

Any misuse of WSWA Convention badges is prohibited. Forms of misuse include (without limitation): allowing someone else to use your badge, counterfeit badges, copying or tampering with a badge, etc. WSWA may confiscate any badges that WSWA suspects is violating this policy.

LIABILITY

Suite Holder assumes entire responsibility and agrees to protect, defend, indemnify and hold the Hotel; WSWA; and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, representatives, members, and agents harmless against all claims, losses, damages to persons or property, governmental charges, or fines and attorneys' fees arising out of or caused by Suite Holder's installation, removal, maintenance, occupancy, or use of its display and the suite, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents.

Suite Holder acknowledges that neither the Hotel, nor WSWA maintain insurance covering Suite Holder's property and that it is the sole responsibility of Suite Holder to obtain business interruption and property damage insurance insuring any losses by Suite Holder.

In holding the WSWA Convention, WSWA does not act as agent of Suite Holder, the Hotel, Shepard, or any other party.

INABILITY TO HOST SUITE DUE TO CANCELLATION OR INTERRUPTION

Neither Suite Holder nor WSWA shall be liable to the other for failure to perform its obligations under these rules and regulations if performance of either party's obligations is prevented or substantially impaired by acts of God; acts, regulations or orders of government authority; fire; flood or any other weather disaster; epidemic; explosions; war; disorder; transportation impairment; civil disaster; terrorism; utilities failure; or other emergencies, any of which make it illegal, impractical, or impossible to provide the Hotel facilities or services for the WSWA Convention & Exposition by the Hotel or WSWA, or which would prevent or make it impractical for the majority of registered attendees from traveling to the WSWA Convention by air on the dates specified.

ARBITRATION

WSWA and Suite Holder shall attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, the controversy(ies) or claim(s) whether arising under these rules and regulations or otherwise (collectively "Disputes"), shall be resolved by arbitration. All Disputes for arbitration shall be presented to the American Arbitration Association ("AAA") in accordance with the then-current Commercial rules and the law of the District of Columbia, without regard to conflict of law principles. Arbitration shall be binding and shall afford the parties the same options for damage awards as would be available in court. WSWA and Suite Holder shall allow discovery, and all discovery disputes shall be decided exclusively by arbitration. Any damages shall be awarded only in accordance with applicable law. The parties shall share equally in all fees and expenses of arbitration. Each party, however, shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In connection with any action seeking to collect monies awarded through the arbitration process, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In any such arbitration proceeding or action seeking to collect monies awarded through the arbitration process, WSWA and Suite Holder consent to venue and jurisdiction in the District of Columbia.

ENTIRE AGREEMENT

The request, registration, and housing forms and these terms represent the entire agreement ("Agreement") between Suite Holder and WSWA, and there are no other agreements, understandings, representation, or warranties. Any modification of this Agreement must be agreed to in writing by both Suite Holder and WSWA. This Agreement cannot be assigned or otherwise transferred by Suite Holder, unless permission is granted in writing by WSWA. The rights of WSWA under this Agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of WSWA.



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WAIVER

A waiver or consent given by WSWA on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity and enforceability of any other provision, which shall continue in full force.

I, the applicant to be a Suite Holder at the WSWA Convention, have read all the terms and conditions to the Agreement, and I and the company(-ies) I am representing agree to abide by the Agreement. Further, I and the company(-ies) I am representing agree to adhere to the guidelines found in the Exhibitor Service Manual.

Official Suite Holder Company Name:

Signature of Suite Holder Representative:

Print Name:

Job Title:

Date:

Telephone Number: