

EXHIBITOR 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.

EXHIBIT SPACE APPLICATION 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. All applications must include full payment of the applicable booth fee plus any any outstanding amounts due to WSWA by the published deadlines.

EXHIBITOR TERMS & AGREEMENT FORM

Applicants selected to exhibit must submit a signed copy of this agreement when payment is made and no later than two (2) weeks after the Exhibit Request, Registration & Housing Form is submitted, or the held exhibit space will be released. **Receipt of the signed Exhibitor Terms & Agreement Form after February 1, 2019 may result in the exclusion of the exhibiting company's listing in the printed WSWA Buyer's Guide.**

SPACE ASSIGNMENTS

Space assignments are based on applicant's preference, as well as other factors including the associate member status of the applicant, date of receipt of the application, number of booths requested, and number of years of convention participation.

Due to the nature of the WSWA Convention, an exhibitor ("Exhibitor") may be located near or next to other exhibitors promoting competing products or services.

WSWA reserves the right to rearrange exhibit space or adjust the floorplan(s) at any time to accommodate the interests and needs of the WSWA Convention or to comply with fire, safety, and accessibility regulations. The floorplan(s) maintained by WSWA shall be the official floorplan(s) of the WSWA Convention.

EXHIBIT RESTRICTIONS

WSWA may prohibit or close an exhibit (or part thereof) that WSWA, in its sole discretion, believes is not appropriate to the WSWA Convention. Such inappropriate exhibits may include without limitation, exhibits that may be found to be offensive, indecent, distasteful, disruptive, odorous, or otherwise unsuitable. Further, WSWA may exclude from future WSWA conventions any exhibitor who violates these terms.

NO SUBLETTING SPACE

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space occupied, or have representatives, equipment, or materials from any entity other than its own company in the exhibit space.

CANCELLATION OF EXHIBIT RESERVATION

A one hundred percent (100%) refund, less a fifty dollar (\$50) processing fee will be provided if WSWA receives notice of cancellation by Friday, December 21, 2018. Cancellations received between December 22, 2018 - February 1, 2019 will receive a fifty percent (50%) refund of the booth fee. After Friday, February 1, 2019, cancellations will not be eligible for any refund.

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/guidanceregulation/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.

ADMISSION TO EXHIBIT HALLS

Admission to the exhibit halls will be by official WSWA name badges only. Badges must be worn at all times, including during setup and teardown. All exhibitor personnel must register with WSWA and pay the appropriate fees. Attendees with spouse badges are not eligible to work the exhibit booth.

ACCESS TO EXHIBIT SPACE

Exhibitors shall have access to their exhibit space at specified times as outlined in the Exhibitor Service Manual. Outside of these hours, when the exhibit halls are closed, exhibitors shall not have access to their exhibit space.

SHIPPING AND PRODUCT HANDLING

Exhibitor 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 are not part of the exhibit booth fee and are to be paid by Exhibitor. Shipment of displays and exhibit materials arriving before the first setup day must be sent to Shepard and must arrive pre-paid. Exhibitor is prohibited from shipping materials directly to the Hotel. WSWA prohibits distribution and/or sampling of any product outside of the assigned exhibit booth. WSWA retains the right to enforce such prohibition by requesting the Exhibitor move back into their exhibit booth 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.

EXHIBITOR TERMS & AGREEMENT

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



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.

EXHIBIT SETUP

Exhibitor agrees and shall comply with all the terms and conditions of the Hotel concerning Exhibitor's transportation, installation, use, and dismantling of the exhibit. Exhibitor is solely responsible for any and all charges related to the shipment and handling of freight delivered to and from Shepard.

Any space not claimed and occupied by Tuesday, May 1, 2018 at 9:00 am, for which no alternate arrangement has been made with WSWA, may be reassigned by WSWA without obligation by WSWA to provide any refund whatsoever. All displays must be in place, and display materials, cartons, and trash must be removed from the aisles by 9:45 am on Tuesday, May 1, 2018. WSWA shall not be liable for any damage or loss to the display or materials due to set up.

EXHIBIT TEAR DOWN

Exhibitor shall not dismantle its display or begin to tear down before the close of the WSWA exhibit halls at 4:30 pm on Tuesday, April 2, 2019. If Exhibitor begins teardown before 4:30 pm on Tuesday, April 2, 2019, Exhibitor agrees to pay an early departure fee. The early departure fee is equal to twenty percent (20%) of the booth rental charges. Exhibitor agrees to dismantle its display according to the guidelines in the Exhibitor Service Manual. In no event shall Exhibitor allow its display materials to remain in the exhibit hall after 11:00 pm on Tuesday, April 2, 2019. If such display materials remain on the premises after such time, WSWA may remove and dispose of those materials, and Exhibitor agrees to pay for any fees connected therewith. The times for the closing of the WSWA exhibit halls, the beginning of teardown, and the vacating of the exhibit halls are subject to change. WSWA shall not be liable for any damage or loss to the display or materials due to their removal or storage. Exhibitor's representative must remain in the exhibit hall until Exhibitor's display materials have been secured. All products are to be securely packed before leaving the exhibit hall. Neither WSWA nor Shepard assume responsibility for any exhibit materials left unattended in the exhibit halls during teardown.

EXHIBIT SPACE REGULATIONS

All exhibits must be freestanding, and nothing may be placed against or lean upon the walls of the exhibit halls. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the exhibit halls. No part of the display may be attached or otherwise secured to the walls or floor of the exhibit halls. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of the exhibit halls. Dollies, carts, and other such devices will not be permitted on the exhibit floor during exhibit hours without the written consent of WSWA.

Exhibitor shall become familiar with and adhere to the guidelines found in Shepard's Exhibitors Service Manual, which can be found on WSWA's Convention web site: www.wswaconvention.org.

OPERATION AND USE OF EXHIBIT SPACE

Exhibitor is not allowed to obstruct the view of, cause injury to, or otherwise adversely affect the displays of other exhibitors. Exhibitor personnel may not enter the exhibit space of another exhibitor and at no time may enter an exhibit space that is not staffed, except their own. Exhibitor shall confine its activities to the exhibit space granted. Furthermore, attendants, models, robots, and employees must confine their activities to the exhibit space occupied by Exhibitor. WSWA is the final authority on all matters relating to the operation and use of exhibit space.

Exhibitor may not mark, damage, or otherwise deface any part of the building or property belonging to the Hotel. Smoke or fog-producing machines, pyrotechnics, and live animals are not allowed on the exhibit floor. Exhibitors are responsible for all damages to persons or property caused by themselves, their hires, or anyone acting on their behalf. This responsibility extends to, without limitation, any damage to persons or property from any item distributed from their booth to attendees. Should such damage occur, Exhibitor is solely liable to the injured person or owner of the damaged property. Exhibitor further agrees to indemnify and hold WSWA and its officers, directors, members, employees, and agents harmless against any and all claims that may arise because of any damage, loss, or injury caused by Exhibitor's acts, display, or promotional items.

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 exhibit space.

AUDIOVISUAL EQUIPMENT

Video equipment; movie, LCD, or slide projectors; audio players; computers; or sound equipment used in the exhibit space must be self-contained and fireproof. The sound on any audio equipment must be kept at a volume not to exceed that of normal conversation or 80 decibels. Such equipment must not interfere with neighboring exhibitors and must not exceed the height limitations of the exhibit space. Any video or computer display must be devoted exclusively to the business of Exhibitor. WSWA will not be responsible for obtaining any audiovisual equipment needed. WSWA reserves the right to restrict the use of glaring or irregular lighting effects. No exhibitor shall show any good or apparatus in operation if it is noisy or objectionable to surrounding exhibitors or WSWA.

MUSICAL ENTERTAINMENT

Exhibitor must obtain the proper licenses before providing any musical performances or using recorded music. Exhibitor further agrees to indemnify and hold WSWA and its officers, directors, members, employees, and agents harmless against any and all claims that may arise because of violation of this paragraph.



EXHIBITOR TERMS & AGREEMENT

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



PHOTOGRAPHY AND AUDIO/VIDEO RECORDING

Exhibitor agrees that WSWA, including its employees and consultants (such as WSWA-hired photographers) may take photographs and/or record audio and/or video of Exhibitor, anyone acting on Exhibitor's behalf, and Exhibitor'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." Exhibitor agrees that WSWA and its consultants will have a perpetual, irrevocable license to retain, reproduce, use, alter, display, and distribute the Footage (including Exhibitor's trademarks displayed therein) in WSWA-related communications (including, without limitation, WSWA's web site, marketing pieces and social media outreach). Exhibitor further agrees that no compensation will be paid to Exhibitor by WSWA with regards to the Footage.

FOOD AND BEVERAGE SERVICE

Exhibitor must first obtain approval from WSWA to provide food service. Upon receiving approval, Exhibitor is not permitted to bring outside food into the exhibit halls but may provide food service by arrangement with the Hotel.

EXHIBITOR LISTINGS

Exhibitor grants to WSWA a perpetual, non-exclusive license to use, reproduce, and display Exhibitor's 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 any WSWA convention in any and all media, including, without limitation, print and electronic media.

NO ENDORSEMENT BY WSWA AND PARTICIPANTS

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. Exhibitor 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.

DO NO HARM

Exhibitor 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. Exhibitor further agrees not to harm, disturb, disrupt, or otherwise interfere with WSWA's operations, including the WSWA Convention. Exhibitor shall immediately notify WSWA of any knowledge of or reasonable suspicion of violation of this provision by any exhibitor or attendee.

FIRE REGULATIONS

Exhibitor must conform to all standard fire codes of the host city. Exhibitor 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.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Exhibitor 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 Exhibitor on the basis of Exhibitor's noncompliance with the ADA requirements. All of Exhibitor'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, no one, including models, under the age of twenty-one (21) shall be admitted into the exhibit halls at any time.

SECURITY

WSWA shall provide perimeter guard service 24 hours a day from the time the exhibit hall set-up begins until the tear down is finished. Exhibitor is solely responsible for the security of its own exhibit materials, and Exhibitor shall obtain appropriate insurance.

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

Exhibitor 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 Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents.

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

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

INABILITY TO EXHIBIT DUE TO CANCELLATION OR INTERRUPTION

WSWA shall not be liable to Exhibitor for failure to perform its obligations under these terms if performance of WSWA'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 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.

EXHIBITOR TERMS & AGREEMENT

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



ARBITRATION

WSWA and Exhibitor 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 Exhibitor 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 Exhibitor consent to venue and jurisdiction in the District of Columbia.

ENTIRE AGREEMENT

The Exhibit Request Registration & Housing Form and these terms represent the entire agreement ("Agreement") between Exhibitor 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 Exhibitor and WSWA. This Agreement cannot be assigned or otherwise transferred by Exhibitor, 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.

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 an exhibitor 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 Shepard's Exhibitors Service Manual.

Official Exhibitor Company Name:

Signature of Exhibitor Representative:

Print Name:

Job Title:

Date:

Telephone Number: