

26th Americas Food & Beverage Trade Show & Conference

September 12-13, 2022 • Miami Beach Convention Center, Hall A • Miami Beach • Florida
EXHIBIT SPACE CONTRACT - WORLD TRADE CENTER MIAMI (11/23/2021)

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' 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: changes to your exhibiting information originally provided in this contract, require the prior written consent of the WTCM.)

PRODUCT INFORMATION: Refer to page 7 "Product Category List" and enter only 6 product category numbers below that you intend to promote at the show. Category Numbers:

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

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, 5835 Blue Lagoon Drive, Suite 100, Miami FL 33126

Email: rberrios@wtcmiami.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?

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 26th Americas Food & Beverage Show.

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

- Option #1: \$32.00 p/square foot for 10x 10 Inline booth (\$3,200)
- Option #2: \$36.00 p/square foot for 10x10 Corner booth (\$3,600)
- Option #3: \$39.00 p/square foot for 10x10 Premier Corner Front Location booth (\$3,900)
Booths: 100, 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 its 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, 5835 Blue Lagoon Drive, Suite 100, Miami, Florida 33126, 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 must 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 permitted 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 required 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 of the Show 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 the exhibition or any other related conference or exhibition produced by WTCM, nor during the 30 day-period before the first day or during any future exhibition or conference 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 exhibition 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 affiliates, representatives or agents approved bt

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WTCM in writing 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 provisions and restrictions of booth structures as described in the Exhibitor Services Manual. Any exceptions must be approved in writing by WTCM in its sole discretion. 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 otherwise offer nudity or sexually explicit or similarly offensive, as determined by WTCM in its sole discretion, products, demonstrations, presentation, literature or other related matter, including the content of its products or the behavior of its staff and hereby indemnifies and holds WTCM harmless from any claims or damages if suffers with respect to same including reasonably attorneys' fees and costs at all pre-trial, trial and appellate levels.. Exhibitor must 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 Manual. 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 required by all local, state or federal laws and regulations or as otherwise required hereunder applicable to its activity at the Exhibition, including tax identification numbers and payment of all taxes, license fees and other charges of any nature 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 for the benefit of the Exhibition only and may not be relied upon by Exhibitor for any reason. 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 directors, officers, employees, independent contractors, 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 and assumes full responsibility and liability for its acts and omissions of its agents, employees, guests 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 of any nature whatsoever (including but not limited to reasonable attorneys' fees and costs incurred by an indemnified party at all pre-trial, trial and appellate levels) resulting directly or indirectly from such acts or omissions. WTCM is not responsible 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 comprehensive general liability insurance, including the "broad form endorsement" with a minimum of, at least \$1 million coverage per occurrence and of which will name WTCM, its officers, directors, employees, representatives, 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, 2022**, 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,

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the subject matter hereof, if not set forth herein in writing, shall be valid or binding. This Agreement shall be binding upon the parties and their heirs, personal representatives, successors and assigns. The validity of this Agreement, or any of its terms, covenants and conditions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Florida. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of the same, shall not be valid unless made in writing each time and signed by the parties hereto. A waiver granted shall only apply to the particular instance of the waiver as described in writing and shall not be deemed to be continuing. All notices shall be sent to the address of the party listed above or such other address furnished by the party in writing from time to time by internationally recognized courier or by hand delivery. The prevailing party in any dispute under this Agreement will be entitled to recover its reasonable attorneys' fees and costs. Venue may lie in the State and Federal Court in and for Miami-Dade County, Florida and the parties hereby waive any right to a trial by jury in any litigation hereunder.

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 _____

You Have Three Payment Options:

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

Company Name: _____

Name as it Appears on Your Card: _____ Security Code _____

Billing Address: _____ City _____ State _____ Zip Code _____

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

3 Digit Code (back of the credit card) _____

I authorize WTCM to charge the amount mentioned above: _____

Signature

2. Please make **U.S. Check** payable to World Trade Center Miami and mail to: World Trade Center Miami, 5835 Blue Lagoon Drive, Suite 100, Miami, FL 33126, USA. Foreign checks require a processing fee of \$75 dollars which should be added to the invoice amount.

3. Wire Transfer:

Customer Name: World Trade Center Miami Inc.
 Customer Address: 5835 Blue Lagoon Drive, Miami, FL 33126
 Bank Name: FirstBank, 848 Brickell Ave., Miami, Florida 33131/ Bank Tel. No.305-347-4000
 Customer Acct. No.: 144006063
 ABA #: 267089712 (Domestic within the United States)
 SWIFT: FBPRPRSJ (International)

RESERVED FOR WORLD TRADE CENTER MIAMI - 2022

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

For Approval: _____ Date: _____

Accepted By World Trade Center Miami, Ivan Barrios, President _____

EXHIBIT SPACE ASSIGNMENT: _____ Price _____ Payment Due: _____

(Initials)

26th Americas Food & Beverage Show 2022

PRODUCT CATEGORY LIST

To be Listed in Official Show Directory

PLEASE CHECK THE PRODUCTS YOU WILL EXHIBIT

- 1000 African Food & Beverage Products
- 1001 Animal-Pet Foods
- 1005 Beverages
- 1057 Bread: Bakery Goods
- 1085 Confectionery
- 1105 Convenience Foods
- 1100 Dairy Products
- 1127 Dietetic Foods
- 1131 Ethnic Foods
- 1175 Food Processing Equipment
- 1176 Cooking Equipment
- 1177 Foods: Frozen
- 1200 Fruit: Dried
- 1203 Fruits: Fresh
- 1300 Grocery Products
- 1457 Health Foods
- 1478 Ingredients
- 1480 Jams, Jellies, Marmalades & Preserves
- 1493 Meat
- 1563 Nurseries
- 1594 Poultry
- 1612 Seafood
- 1685 Seeds & Nuts
- 1718 Snack Foods
- 1728 Specialty Foods
- 1756 Vegetables: Fresh
- 1852 Services
- 2100 Tobacco Products