



# PROCESSING + PACKAGING PROCESS EXPO 19

## EXPO CONTRACT

October 8-11, 2019 | McCormick Place | Chicago, IL

Exhibiting Company (hereafter referred to as the 'Exhibitor')

Mailing Address

City State/Province Zip Country

EXPO Contact Name Title

Phone Fax

Email of EXPO Contact Corporate Web Site

Additional Contact Name Title

Email Phone

### Exhibit Costs

**Member Space Rate: \$29/sq ft + \$3.50/sq ft for drayage\***

Floor Space \_\_\_\_\_ sq feet x \$29/sq feet + \_\_\_\_\_ sq feet x \$3.50/sq feet = \_\_\_\_\_

**Non-Member Space Rate: \$38/sq ft + \$3.50/sq ft for drayage\***

Floor Space \_\_\_\_\_ sq feet x \$38/sq feet + \_\_\_\_\_ sq feet x \$3.50/sq feet = \_\_\_\_\_

*\*Drayage is optional for booths 150 sq. ft. and under. This charge includes a one-time spot of equipment and display. Additional rigging will be billed to the exhibitor. Outbound drayage is included in the space rate.*

### How We'll Pay

- 15% deposit due on January 19, 2018
- 50% of total cost is due December 14, 2018
- 100% due May 17, 2019

Booth Selection: \_\_\_\_\_

Length \_\_\_\_\_ ft. x Width \_\_\_\_\_ ft. = \_\_\_\_\_ sq ft.

Total Exhibit Cost \_\_\_\_\_

Please invoice me for a 2-year FPSA membership (\$2,400) in order to qualify for the FPSA member booth discount.

Sponsorship Cost \_\_\_\_\_

Including Discount (At Right) \$ \_\_\_\_\_

Total Payment (Exhibit + Sponsorship): \_\_\_\_\_

### Method of Payment

- MasterCard  VISA
- AMEX  Check:
- please make checks payable to FPSA. All payments must be made in U.S. funds and drawn on a U.S. Bank.

We agree to abide by all the rules and regulations on the back of this application.

Print Name Title

Authorized Signature Date

### Partnership Program

Receive 66% discount when you purchase the **Ultimate Supporter** upgrade at the time of submitting this contract.

**Supporter**

Included with booth order: Value: \$1,300 Compliments of PROCESS EXPO

**Ultimate Supporter**

- The Works!*
- With booth purchase: \$995/\$3,000 after
- 2 additional panels for video
  - Priority Placement in online directory search on PE19 website search results
  - Priority placement in the search results
  - 'Corner Peel' graphic highlight your booth on the floor plan

*Exhibitors at this level receive an average of 4.5-5x more leads*

### Return To:

FPSA  
1451 Dolley Madison Blvd.  
McLean, Virginia 22101-3850  
(703) 761-2600  
Fax: (703) 761-4334  
www.fpsa.org

### Sales Contact Information:

Grace Cular Yee, Vice President, Sales  
(703) 663-1220  
E-mail: gyeec@fpsa.org

Alaina Herrera, Exhibit Sales Associate  
(703) 663-1212  
E-mail: aherrera@fpsa.org

**NOT AN FPSA MEMBER?**  
Join FPSA and receive discounted booth rates as well as numerous other member benefits.



# 2019 Exhibitor Agreement and Rules

**The 2019 SHOW, (the "Show") is Sponsored by the Food Processing Suppliers Association (the "Sponsor") to be held at McCormick Place Convention Center in Chicago, Illinois ("Exhibit Facility") over October 8–11, 2019.**

- 1. Eligible Exhibits.** Sponsor reserves the right to determine eligibility of any company or product to participate in the Show. Sponsor can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of the Sponsor, compatible with the objectives of the Show. Sponsor's right to refuse eligibility or participation in the Show extends through the final day of Show, and Sponsor further reserves the right to extend partial or complete refunds in accordance with Section 5 below. Sponsor's determination of ineligibility or non-participation in the Show shall be deemed a "cancellation by Exhibitor" for purposes of Section 5.
- 2. Space Rental Charge.** The exhibit space rental charge is \$29 (USD) per square foot for FPSA members and \$38 (USD) per square foot for non-FPSA members. Drayage is calculated at \$3.50 (USD) per square foot for booths over 150 square feet. Exhibitor is eligible for the member rate only if the Exhibitor is a member in good standing of the Food Processing Suppliers Association at the time of billing and continuously through to the time of the Exhibition.
- 3. Payment.** All Expo contracts are required to pay a 15% deposit of the total space rental charge by January 19, 2018 or when submitted after this date. The second payment of 35% is due December 14, 2018 and the final 50% is due May 17, 2019.
- 4. Allocation of Space and Assignment.** Whenever possible, space assignments will be made by the Sponsor in keeping with the preferences stipulated by the Exhibitor. However, the Sponsor reserves the right to make the final determination for all booth assignments in the best interest of the Show.
- 5. Cancellation and Booth Downsizing of Expo Contract.** All cancellations must be in writing to: PROCESS EXPO, 1451 Dolley Madison Boulevard, Suite 100, McLean, VA 22101 and shall become effective when approved by Sponsor. In the event of cancellation of this contract by the Exhibitor, Exhibitor agrees to forfeit payments already made, and agrees to pay the remaining balance due unless waived by SPONSOR. If on May 17, 2019, Exhibitor neither cancels this contract nor pays the balance due, Exhibitor agrees that this contract shall be considered as canceled and further agrees to forfeit all payments made to Sponsor under this contract. Should Exhibitor pay the balance due on or before May 17, 2019 and subsequently seek to cancel this contract, Exhibitor forfeits all payments made to SPONSOR under this contract. In any of these events, Exhibitor agrees that Sponsor shall have the right to use the subject space to suit its own convenience, including the selling of such space to another exhibitor without any rebate or refund to Exhibitor. If an exhibitor reduces the space reserved, this cancellation clause will also apply to that portion of the space canceled.
- 6. Indemnification.** Exhibitor shall indemnify, hold harmless and defend FPSA and the Exhibit Facility and, their respective directors, agents and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the Exhibit Facility; 2) the conduct of Exhibitor's business or from any activity, work, or things that may be permitted or suffered by Exhibitor in or about the exhibit and the Exhibit Facility; 3) from any breach or default in the performance or any obligation on the Exhibitor's part to be performed under any provision of the Exhibitor Agreement or these Rules; 4) Exhibitor's failure to comply with any applicable law or regulation; or 5) from any negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor, or other persons in connection with the exhibit and the Exhibit Facility. The terms of this provision shall survive the termination or expiration of this Exhibitor Agreement.
- 7. Insurance.** It shall be the Exhibitor's obligation to secure, maintain and furnish all insurance necessary and provide to Sponsor evidence of correct commercial general liability insurance against claims for bodily injury or death from property damage occurring in or upon or resulting from the premises leased. Requirements that exhibitor must comply with are as follows: current Commercial General and product liability insurance of \$1,000,000 per occurrence. \$2,000,000 dollars annual aggregate. Workers compensation insurance for statutory benefits and Employers Liability. Food Processing Suppliers Association shall be named as an additional insured.
- 8. Sublease.** Exhibitors may not assign or sublet their exhibit space with another business or firm without prior written approval from Show Sponsor.
- 9. Installation and Dismantling Personnel.** Each Exhibitor may provide their own exhibit furnishings, and may specify their own independent contractor for the installation and dismantling of the exhibit. Exhibitors must notify Show Sponsor in writing before May 15, 2019 of their intent to use the services of contractors other than those selected by Show Sponsor. The Exhibitor is responsible for ensuring that any Exhibitor appointed contractor supply Show Sponsor with a valid Certificate of Insurance naming the Sponsors and GES as additional insured with a minimum of \$2,000,000 liability coverage, including property damage.
- 10. Exhibits and Installation.** Target move-in dates are published in the online exhibitor service manual. Installation at McCormick Place will depend on the location of your exhibit space. All displays must be fully installed by 10:00 p.m. Monday October 7, 2019.
- 11. Display Heights.** Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the SHOW 2019 Show Rules outlined on the SHOW website and in the Exhibitor Service Kit.
- 12. Positioning Equipment within Exhibit Space.** Machinery may be displayed in its normal, commercial form anywhere in the booth, provided it does not obstruct sight lines of neighboring exhibitors.
- 13. Relocation of Exhibits.** The Sponsor reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the exposition.
- 14. Equipment Demonstrations and/or Entertainment** The Exhibitor is solely liable for the operation of all displays and agrees to indemnify, defend and hold Sponsor, its officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like.
- 15. Exhibitor Functions** Show policy prohibits functions being scheduled during show hours. Show policy also prohibits product displays in hotel suites and locations other than the Exhibitor's rented space in the exhibit hall. Any violation of this requirement will result in the termination of the existing contract for exhibit space. If the Exhibitor has a function in an official SHOW hotel, signs for that function may be placed in the public space of that hotel only. No Exhibitor signs may be placed in any other official Show hotel for any other reason.
- 16. Cameras and Filming** Registration and attendance at or participation in the Show or Sponsor meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to Sponsor's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities. The only videotaping or electronic recording of any exhibit or equipment in the Show exhibit halls which may take place is by the Exhibitor recording his/her own exhibit or equipment. Any exhibitor taking photographs or videotape of another's exhibit or product without permission must relinquish the film or digital media upon request; the film or digital media will be disposed of one year after being relinquished.
- 17. Dismantling.** Exhibitors may not begin dismantling their booths in preparation for removal prior to the official closing time of 1:00 p.m. Friday, October 11, 2019. All exhibits must be dismantled by 11:59 p.m. Sunday, October 13, 2019. Any exhibit with displays or materials left within the booth without instructions will be packed and shipped at the discretion of Sponsor, and all charges will be applied to the exhibitor plus applicable administrative fees.
- 18. Cancellation of Show.** Exhibitors will not be reimbursed if the Show is canceled, postponed, curtailed or abandoned due to an act of God, war, threat of war, radioactive contamination, government retaliation against foreign enemies, federal state or local government regulation or advisory, disasters, fire, earthquakes, accidents or other casualty, strikes or threat of strikes, acts of attendees, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, or a curtailment of transportation services or facilities preventing attendees from attending or a similar intervening cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the Show in Sponsor's sole discretion
- 19. Exhibition Rules and Regulations.** The Sponsor reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Exhibition management shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing exhibitors. Upon any violation of the Show's rules by the Exhibitor, Sponsor is entitled to exercise all rights available to it, including those set forth in Section 1 above and removal of the Exhibitor from the Show for its duration should a violation occur during the Show. All matters and questions not specifically covered by the agreement are subject to the decision of exhibition management and those decisions will be final.
- 20. Security.** Exhibitors are required for the security of their exhibit. Sponsor will provide crowd control admittance security. Exhibitors are encouraged to budget and make security arrangements for valuable or sensitive items. Sponsor is not liable for any loss or damage to Exhibitor's property.
- 21. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.
- 22. Booth Accessibility** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/info/inline.htm](http://www.usdoj.gov/crt/ada/info/inline.htm).
- 23. Limitation of Liability.** In no event shall the exhibit facility, sponsor, and their owners, managers, officers or directors, contractors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "sponsor parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the sponsor parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that the sponsor parties' sole and maximum liability to exhibitor regardless of the circumstances shall be the refund of the exhibit booth fee. Exhibitor agrees to indemnify and defend the sponsor parties from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit booth fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by sponsor parties arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.
- 24. Entire Agreement.** This agreement constitutes the entire agreement between Sponsor and Exhibitor. It may not be modified orally, by phone or by email. It may be modified only in writing and signed by Sponsor.