

# 2023 NOLA Coffee Festival® / EXHIBITOR TERMS and CONDITIONS

Version 11.15.22

The NOLA Coffee Festival® (herein also referred to as “NCF”) is an industry-only trade show designed to provide a marketplace for coffee related goods and services either specifically designed for, or customarily used by all aspects of the food service industry. As such, the aesthetics and other standards governing the NCF must be uniform and of a high level. To that end, the NOLA Coffee Festival, LLC d/b/a, NOLA Coffee Festival its authorized representatives and assignees (hereafter sometimes referred to as “Show Management”) reserve the right to refuse exhibit space to, and to close the exhibit of, any Exhibitor whose products, displays, or conduct are not, in the sole opinion of Show Management, compatible with the general character and objectives of the NCF. By submitting a contract, Exhibitor agrees to be governed by the decisions and directions of Show Management, relative to the character and conduct of the NCF. It is understood and agreed that Show Management’s primary objective is to provide a trade show which best serves the needs of Exhibitors and attendees. All decisions concerning categories of Exhibitors, allocation of exhibit space among such categories, the nature and mix of Exhibitors, and the acceptance or non-acceptance of any contract are within the sole discretion of Show Management. It is understood and agreed that no person, company or entity has any continuing right to be an Exhibitor at any future NCF presented by Show Management whether by reason of the fact such person or entity was an Exhibitor at any prior NCF or otherwise. Show Management reserves the right to define and determine any Exhibitor’s qualification based solely upon Show Management’s own policies and considerations.

## 2023 National Coffee Festival Dates and Exhibit Hours

Friday, September 15, 2023 – 9:00am to 4:00pm

Saturday, September 16, 2023 – 9:00am to 4:00pm

1. Payment Terms Payment and Refunds Contracts submitted before **March 1, 2023**, must follow the payment schedule on page 2. Contracts received without such payment will not be processed and no space will be assigned. Exhibit space assigned after **July 1, 2023** must be accompanied by a signed contract and payment in full. In the event of cancellation of exhibit space or downsizing by Exhibitor, the cancellation policy contained on page 2 of this contract shall apply. All cancellation or downsizing requests must be submitted in writing on or before **May 1, 2023**, with the understanding that the cancellation policy contained on page 2 shall apply.

2. Exhibit Space Rental and Assignment of Location Show Management reserves the right to refuse rental of exhibit space to any prospective exhibitor whose display of goods or services is not, in its opinion, consistent with the general character and objectives of the NCF. Whenever possible, exhibit space assignments will be made with the preferences as to location requested by the Exhibitor. When assigning exhibit space in the future, Show Management will take into consideration the number of booths at past shows and your longevity and continuity with the NCF. If none of your choices are available, the next best space option will be assigned. Show Management, however, reserves the right to make the final determination as to all exhibit space assignments to ensure what is in the best interests of the NCF.

Booth Details • Each 10' x 10' booth will be set up with 8' high back black and white drape, 3' high black side dividers, a 6' table with skirting, two chairs and a wastebasket. • Booths 300 sq ft or less will receive

a 7" x 44" identification sign. Booths larger than 300 sq ft may receive a 7" x 44" identification sign upon request. • The exhibit area is not carpeted, some aisles will be carpeted. Flooring is recommended, however, it is not required.

3. Use of Exhibit Space No Exhibitor shall assign, sublet, or share the exhibit space allotted with another person, company, party or entity, unless prior written approval has been obtained from Show Management. Exhibitors are not permitted to feature names or advertisements of nonexhibiting manufacturers, distributors, or agents in the exhibit space except for products sold by a subsidiary company of Exhibitor. Exhibitor may display only goods manufactured, distributed or used by Exhibitor in the regular course of business. Distribution of said goods shall be from assigned space only, unless prior authorization from Show Management is given for distribution at any other area locations. No distribution is allowed in Show aisles, from another exhibitor's booth or in public areas of the New Orleans Ernest N Morial Convention Center or area hotels. Show Management reserves the right to determine eligibility of any product and/or exhibit for inclusion in the Show. Any person, firm or company not contracting for exhibit space is prohibited from soliciting business during the NCF and will be removed by security and their/its credentials revoked. Space behind booths is for electrical, plumbing and other necessary utility connections. It is not to be used by Exhibitors for storage of any property of the Exhibitors.

4. Installation and Removal Show Management reserves the right to schedule the time for installation of each exhibit prior to the SHOWCASE's opening and for removal at the SHOWCASE's conclusion. Time will be allocated during regular business hours on Thursday, September 14, 2023 for exhibitor move in. All exhibits must be fully installed at least one hour prior to published commencement of the NCF on Friday, September 15, 2023 at 9am/CST. Any space not utilized and occupied by such time, may be reassigned by Show Management without any refund. Exhibits are to remain intact for the entire NCF and may not be dismantled prior to the Show closing at 4 p.m. on Saturday, September 16, 2023. Exhibits are to be removed no later than 10 p.m. on Saturday, September 16, 2023. Show Management is hereby authorized to remove, at Exhibitor's expense, and without liability for loss or damage, any material occupying exhibit space after such time.

Please note: Showcase Management reserves the right to change the Show dates and operating time schedule of the NOLA Coffee Festival for 2023.

Laws Applicable Each Exhibitor shall comply with applicable laws, ordinances and regulations including, but not limited to, health, fire prevention and public safety laws, ordinances and regulations while exhibiting in the NCF. Show Management has no responsibility with respect to Exhibitor's compliance with such laws

5. Age Requirement No one under 21 years of age will be permitted on the NCF floor at any time regardless of affiliation or circumstances. Please note that samples of alcoholic beverages may be distributed during the Show. Show Management reserves the right to request photo identification and proof of age. No children, infants, strollers, back pack carriers are allowed on the NCF show floor. No exceptions. This rule applies to all Exhibitors and attendees.

6. Operation of Displays The Exhibitor shall be solely responsible for ensuring that an Exhibitor representative is in its booth at all times during official NCF hours, and said representative shall be responsible for maintaining the exhibit in proper order, manned and operational at all times. Exhibitors

will arrange their exhibit to preserve uniformity and to not obstruct the viewing of other booths. Exhibitors shall abide by Show Management's requests and limit the use of loudspeakers, microphones, or any other device to amplify sound in their booth space. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Show as a whole. All demonstrations or other promotional trade show activities, including attendees attending these activities, must be confined within the limits of exhibitor's space and must not block the aisles. No sales activity, demonstrations, sampling, giveaways, soliciting, literature distribution, etc. will be permitted in the aisles of the Show floor or the public areas of the building.

7. Liability and Insurance It is expressly understood and agreed that any and all property of the Exhibitor shall remain under its care, custody and control while in transit to and from the Show and while it is in the confines of the New Orleans Ernest N Morial Convention Center. Neither Show Management, the Official Show Contractor, the management of the New Orleans Ernest N Morial Convention Center nor any of the officers, staff members or directors of any of the same are responsible for the property of Exhibitors from any loss, theft, or damage to Exhibitor's property caused by fire, accident, vandalism, or other cause, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor. Any expense related to an Exhibitor's displays, booth, samples, signs, or other property during the NCF (Move in/out, exhibit times, after Show hours) are at its sole costs. Exhibitor shall be liable for all damage which Exhibitor may cause to the New Orleans Ernest N Morial Convention Center in connection with Exhibitor's exhibit. Exhibitor shall maintain such insurance as will fully protect Show Management from any and all claims of any nature, including claims under Worker's Compensation Act, and claims for damages for property damage and personal injury, including death which may arise from the operations of exhibit at the NCF. Although security personnel will be provided by Show Management, Show Management shall have no liability whatsoever for theft, loss or damage to property belonging to any Exhibitor, the Exhibitor's agent, employees, business invitees, visitors or guests. It is mutually agreed that in the event said premises for the NCF shall be rendered unavailable by fire, civil unrest, acts of government, acts of god, unavoidable or inevitable accident, or for any other cause, or in case of any other circumstances beyond its control which make it impossible for the said premises to be occupied by said Exhibitor for the uses herein specified, then and thereupon this lease shall terminate and the said Exhibitor shall and does hereby waive any claim for damage or compensation, or accept the return to the Exhibitor by the Show Management of the pro-rated amount paid for said demised premises. If for any reason, such as due to an act of God or government, a change of date by the New Orleans Ernest N Morial Convention Center, or otherwise, Show Management should be prevented from holding NOLA Coffee Festival (NCF) on the scheduled dates, Show Management reserves the right to reschedule at a later date and this contract shall remain in full force and effect.

8. Indemnification Unless otherwise specifically prohibited by applicable law, Exhibitor agrees to protect, defend, indemnify and hold Show Management forever harmless from any claims, demands, lawsuits, losses, damages, losses, judgments, costs and/or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of Exhibitor or its agents as well as to strictly comply with the applicable terms and conditions contained in the agreement between New Orleans Ernest N Morial Convention Center and Show Management regarding the exhibition premises; and further Exhibitor shall at all times protect, defend, indemnify and hold harmless Show Management and New

Orleans Ernest N Morial Convention Center against and from any and all loss, costs, damages, liability, or expense arising from or out of any accident or other occurrence to anyone, including Exhibitors, their agents, employees and business invitees, which arise from or out of Exhibitor's occupancy and use of the exhibition premises or any part thereof. By exhibiting, Exhibitor for and on behalf of itself, its employees, agents, representatives, guests, assigns and invitees, releases and waives any and all claims, suits, demands or actions against Show Management and New Orleans Ernest N. Morial Convention Center and their respective officers, directors, employees, representatives and agents resulting from any act or omission of Exhibitor, its employees, agents and invitees