



Application / Contract for Exhibit Space

0108DM3002

July 14-17, 2024 • McCormick Place, Chicago, IL USA

The undersigned (hereafter called the "exhibitor") applies for exhibit space at FIRST24 July 14-17, 2024 and agrees to abide by all FIRST24 Food Expo Rules & Regulations. in addition to the Pavment/Cancellation policies.

THE INFORMATION LISTED BELOW WILL BE USED IN ALL PUBLISHED AND DIGITAL EVENT MATERIALS

COMPANY NAME ** PLEASE SUBMIT EXACTLY AS IT SHOULD APPEAR IN ALL PUBLISHED EVENT MATERIALS **

COMPANY STREET ADDRESS CITY STATE/PROVINCE ZIP/COUNTRY CODE COUNTRY

COMPANY PHONE COMPANY FAX COMPANY WEBSITE

THE CONTACT LISTED BELOW WILL RECEIVE ALL IFT FOOD EXPO EXHIBIT RELATED COMMUNICATIONS

EXHIBITOR RATES

Each 10x10 space is \$5,950

A \$500 corner fee will be applied to all corners, including island spaces (4 corners).

A \$300 fee is applied to companies that share booths will be charged \$300 per company within the booth.

50% of total cost of booth space is due with a signed contract. Final payment is due February 1, 2024.

BOOTH SIZE

_____ x _____ = _____ sq. ft.

BOOTH # PREFERENCE

1. _____ 2. _____ 3. _____

We prefer not to be located near [Company Name(s) _____] IFT will attempt to honor your booth request, subject to availability and change. IFT does not guarantee booth locations. IFT reserves the right to assign space as it sees fit.

BOOTH COST

\$5,950/booth X _____ = \$ _____
(# of 10x10 booths) (Amount due)

\$500/corner x _____ = \$ _____
(# of corners) (Amount due)

Total Amount Due \$ _____

PAYMENT OPTIONS

American Express MasterCard VISA Discover

Check Payable to: Wen Global Solutions Inc.
3729 A, San Gabriel River Parkway,
Pico Rivera, California 90660, USA

Wire Transfer Details
Exhibiting Company is responsible for wire fees
Name: Wen Global Solutions Inc
Bank: Bank of America
Swift Code: BOFAUS6S
Routing/Transit#: (121000358)
ABA#: 026009593 Account#: see the invoice

RMB Payments

存款单位名称: 深圳市海伦温展览有限公司
存款单位帐号: 41 0004 0004 001 0052
银行名称: 中国农业银行, 深圳市分行, 地王支行

All space shall be paid for at the appropriate rate in accordance with the payment schedule indicated on reverse of contract. The contract terms printed on the reverse side and the Rules and Regulations within the Exhibitor Service Kit shall constitute part of this contract and the exhibitor agrees to abide and conform hereto. By signature below, the individual signing this contract represents that he/she is duly authorized to execute this binding contract on behalf of named exhibitor. This contract shall not be binding unless and until it is accepted and approved in writing by IFT's duly authorized signature affixed below and full payment is received by IFT.

NAME (PLEASE PRINT) TITLE

SIGNATURE DATE

ACCEPTED BY IFT DATE



525 W. Van Buren Street, Suite 1000
Chicago, IL 60607-3830
Phone: 312.782.8424
Fax: 312.782.0045

OFFICE USE ONLY

BOOTH # SIZE CO #
50% Deposit received with Contract \$ _____

Application / Contract for Exhibit Space

July 14-17, 2024 • McCormick Place, Chicago, IL USA

The undersigned ("Exhibitor") applies for exhibit space in FIRST24 Food Expo July 14-17, 2024, and agrees to abide by all of the FIRST24 Food Expo Rules & Regulations, which Exhibitor acknowledges receipt and acceptance of and which are incorporated in full by reference in addition to the Payment/Cancellation policies.

ASSIGNMENT OF EXHIBIT SPACE: IFT reserves the final decision and right, in the best interest of the Show, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to IFT. Exhibitors not in compliance with IFT payment schedules shall forfeit their reserved space, which will then be reassigned.

COST OF EXHIBIT SPACE: The cost of the exhibit spaces is noted in the application. A \$500 corner fee shall be applied to all corners, including island spaces and end-cap booths. Companies that assign shared booths shall be charged \$500 per company within the booth. Companies that contract space prior to February 1, 2024, must pay the 50% deposit of total contracted amount at the time the contract is submitted. Companies that contract space on February 2, 2024, or later must pay 100% of the total contracted amount at the time the contract is submitted. Exhibit space is forfeited if payment in full not received by February 1, 2024. IFT has the right to sell the space to other Exhibitors at that time.

PAYMENT SCHEDULE:

Contract Submission	1st Installment Due (50% of contracted amount)	2nd Installment Due (Full Payment)
Virtual space selection	With Contract Submission	February 1, 2024
07/01/23 thru 02/01/2024	With Contract Submission	February 1, 2024
02/02/24 thru 07/01/2024	Full payment	With Contract Submission

CANCELLATION, REFUND, AND FORFEITURE POLICY:

- All exhibit booth space cancellations must be in writing.
- Companies that cancel FIRST24 exhibit booth space from July 1, 2023, through July 31, 2023, shall receive a refund less 10%. Any booth reductions during the same time period (July 1, 2022-July 31, 2022) shall receive a refund of the difference, less 10% of the cancelled amount.
- Cancellations received from August 1, 2023, to January 31, 2024, shall forfeit 50% of the full price of booth. Any dollars paid above 50% of the full price of the booth shall be refunded.
- Exhibitors who reduce their space shall from August 1, 2023 to January 31, 2024 shall forfeit 50% of the amount of the space reduction.
- Cancellations received on or after February 1, 2024 and thereafter shall forfeit 100% of the total cost of the booth space.
- Requests to reduce contracted booth space received on or after February 1, 2024 space shall be considered cancellation of space, and cancellation rules shall apply to the amount of space that is canceled. Exhibitors who reduce their space shall forfeit 100% of full price of the proportionate space reduction.
- Exhibitors are responsible for all wire transfer fees.
- **SHARED EXHIBITORS/COMPANIES:** All exhibitors who will have shared exhibitors/companies located in their booth shall be charged \$300 for each shared exhibitor/company. Shared companies do not acquire any priority points. Organizers and their shared companies do not acquire any priority points. Organizers are responsible for payment of shared booth space.

1. **ARRANGEMENT AND MAINTENANCE OF EXHIBIT SPACE:** Exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the Show area. Exhibits must be self-contained within the booth area assigned, and chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual Exhibitor's booth. No interference with normal traffic flow and infringement of neighboring exhibits shall be permitted. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors or other parts of the facility or furniture. Exhibitors may not apply paint, lacquer, adhesive, or any other coating to building walls and floors or to standard booth equipment. Exhibitor shall be liable for any damage caused by fastening displays or fixtures to building floors, walls, or to standard booth equipment or for damage caused in any other manner. In the event of damaged

property, IFT reserves the right to designate the contractor for repair. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof, or to the public areas adjacent thereto. Any changes required to protect the facility in the opinion of IFT shall be at the expense of the Exhibitor.

2. **OBJECTIONABLE DISPLAYS/EXHIBITOR REJECTION:** IFT reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of notice, conduct of personnel, method of operation, materials, violations of Show rules, or for other causes which IFT believes are not compatible with the purpose of the Show, or any other reason in the opinion of IFT, without liability for any refunds or other expenses incurred. Liability shall not exceed the refund to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, IFT shall have no liability for any refund or other expenses incurred.
3. **SUBLETTING:** Sharing or transferring of space is prohibited. Exhibitors may not sublet or share any portion of their booth spaces without the appropriate forms. Companies sharing space must be legally affiliated, must have completed a Shared Exhibitor Form and been approved by IFT. Any exhibiting company found to be sharing or subletting its space contrary to these rules will be suspended from one or more future Shows, and the company improperly sharing or subletting the space may be closed down and expelled from FIRST24 and will be barred from Shows at the discretion of IFT.
4. **INDEMNIFICATION:** Exhibitor shall indemnify, defend and hold harmless IFT, its officers, directors, agents, and representatives against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage or other acts or omissions leading to claims by any person, including Exhibitor, its employees, agents, contractors, or any business invitees, arising out of or related to Exhibitor's occupancy or use of the Show premises in the convention or in and adjacent to the Exhibit Facility, including storage and parking areas and with (a) products or services performed pursuant to this Agreement, as part of the sampling program and/or (b) the negligence, gross negligence or willful misconduct of the Exhibitor, its employees, agents or contractors. Exhibitors must ensure that products used for sampling are not intended for resale. Exhibitors must also ensure that these products are shelf stable products and are produced in a FDA approved facility. The terms of this provision shall survive the termination or expiration of this Agreement.
5. **FORCE MAJURE:** If IFT is prevented from holding FIRST24 Food Expo, due to circumstances beyond its control, including, but not limited to strike, civil disobedience, and/or acts of God, IFT shall have the sole and absolute right to cancel or postpone FIRST24. If the Food Expo is canceled, IFT will refund to the exhibitor the amount of the rental paid by the exhibitor, less a proportionate share of the Expo expenses. The exhibitor shall be obligated to pay his proportionate share of such expenses. If the FIRST24 Food Expo is postponed, the exhibitor's obligation will remain the same under this Contract as if 2024 FIRST Food Expo was held as scheduled. Whether FIRST24 Food Expo is canceled or postponed, IFT shall have no further obligations or liability to the exhibitor. In addition, IFT reserves the right to terminate this Contract at any time prior to the expo. If IFT terminates the Contract, IFT will refund the amount paid by the exhibitor less any expenses incurred by IFT in the termination.
6. **COMPLIANCE WITH LAWS:** Exhibitor shall be solely responsible for obtaining any and all necessary licenses and permits. Exhibitors shall bear responsibility for compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the Exhibit Facility, regarding the installation, dismantle and operation of the exhibit.
7. **AMERICANS WITH DISABILITIES ACT:** Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless IFT, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
8. **COPYRIGHTED WORKS:** Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless IFT, its directors, officers, agents, and representatives from and against any and all claims and expenses, including

attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Contract.

9. **LIABILITY, INSURANCE AND WAIVER OF SUBROGATION:** IFT and the Exhibit Facility shall not be held responsible for the safety of exhibits and property owned or rented by Exhibitor against fire, theft, or property damage, or for accidents to Exhibitors or their employees from any cause prior to, during or subsequent to the period covered by this Contract. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss or damage. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor's insurance contracts for real and personal property. Exhibitor shall list IFT as an additional insured on its liability policies for the period beginning with installation of the booth through dismantling the booth.
10. **CHANGES:** IFT reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the Exhibitors, the significance of the Show, and the harmony of operation. Exhibitors shall be advised of any such changes by written bulletin, and such changes shall be binding. If there is any conflict between this Contract and any subsequent rule changes made by written bulletin, the written bulletin shall control.
11. **GOVERNING LAW, CHOICE OF VENUE, AND ATTORNEYS' FEES:** All disputes arising from this Contract shall be governed by and construed under Illinois law in the courts of Cook County, Illinois, without regard to conflicts of laws. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in the federal or state courts located in Chicago, Illinois. The prevailing party in any such action shall be entitled to recover its costs and attorneys' fees.
12. **GENERAL DATA PROTECTION REGULATION-GDPR:** GDPR provides privacy protection for residents of the European Union related to the processing of their personal data by organizations. By contracting to exhibit at FIRST24, the exhibitor has agreed to receive emails from The Institute of Food Technologists ("IFT") and our official vendors regarding show information, events, products, services and any other FIRST24 related information and to accept responsibility for safeguarding the privacy of any personal data on residents of the European Union that are included in those materials. IFT accepts responsibility for safeguarding the privacy of any personal data on residents of the European Union that we receive from the exhibitor. If either party becomes aware of a reportable breach – as defined by GDPR - relating to the processing of personal data as it relates to the exhibit space contract, details of the reportable breach will be provided to the other party without delay. Both parties agree to cooperate in respect to any notifications or communications to be issued to any data subjects and Data Privacy Authorities in the European Union with respect to the reportable breach. IFT is committed to high standards of information security and to managing data in accordance with legislation and regulation, including but not limited to GDPR. IFT is also committed to protecting personal privacy. For additional information on our privacy policy go to <http://www.ift.org/about-us/privacy-policy.aspx>