

FOOD NORTHWEST EXHIBITOR TERMS AND CONDITIONS

1. **AGREEMENT.** By signing the Application for Booth Space, Exhibitor agrees to abide by the Application and these Terms and Conditions (together, the "Agreement") and all amendments thereto and the decisions of Food Northwest, which are hereby incorporated by reference.
2. **REGISTRATION REQUIREMENT.** This Application for Booth Space DOES NOT register those people working the booth. Separate registration of all personnel is required. All persons working in the booth must be employed by Exhibitor, or the company sharing space, and must be registered and obtain a badge. All persons entering the exhibit hall will be required to register and display their registration badges. Food Northwest shall have sole control over all admission policies at all times.
3. **EXHIBIT HOURS.** The Show Floor will be open to Show attendees as follows:
(Subject to change without notice.)

DATE: January 13-14, 2027 TIME: 1/13/2027 **9AM-4PM**; 1/14/2027 **9AM-3PM**

4. **PAYMENT.** A non-refundable Deposit of 25% of Booth Fees must be received at FOOD NORTHWEST at the time of reservation. Exhibitor will be invoiced by Food Northwest for the balance of the contracted amount. Payment-in-full must be received by December 1, 2026. Applications received after December 1, 2026 must be accompanied by payment-in-full. Exhibitors may not occupy assigned Booth Space until all fees due FOOD NORTHWEST are paid-in-full.
5. **CANCELLATION/REFUNDS.** FOOD NORTHWEST reserves the right to cancel Booth Space if full payment has not been received by December 1, 2026. Written notice of cancellation by Exhibitor must be submitted to FOOD NORTHWEST prior to December 1, 2026 for a refund of the fees paid less the non-refundable 25% deposit. No refunds will be made for cancellations after this date. Any space not occupied by the move-in deadline set by Food Northwest will revert to Food Northwest without obligation on the part of Food Northwest for any refund whatsoever, and upon demand Exhibitor shall pay any fee balance owing to Food Northwest. If exhibit materials have been delivered, Food Northwest reserves the right to charge labor costs to Exhibitor for such removal.
6. **SHIPPING INSTRUCTIONS.** Oregon Convention Center (OCC) will not accept any freight shipments prior to Monday, 1/11/2027. Send advance warehouse freight via designated carrier. Express mail, Federal Express, or other overnight mail deliveries and U.S. Postal Service mail should be consigned to Exhibitor in care of FERN Event Services (see decorator manual) for delivery on January 11th or 12th (Monday, Tuesday) 2027. All shipments must be prepaid.

7. **STORAGE.** Fire Marshal regulations prohibit the storage of boxes, crates, packing materials, etc., and more than one day's supply of literature in OCC. Exhibitor is expected to arrange for storage of empty crates, etc., at own expense, off premises. (Contact General Service Contractor: FERN.)

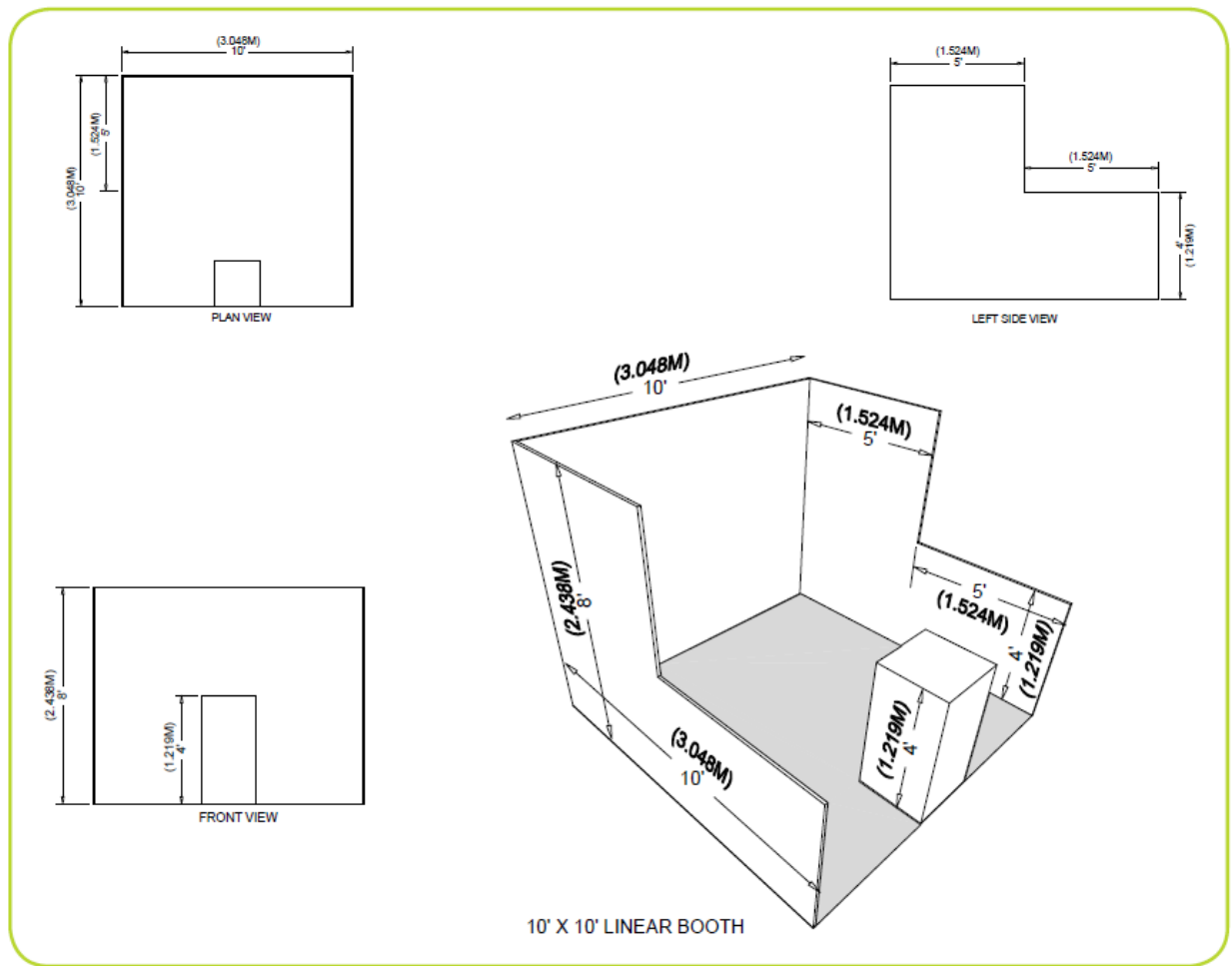
8. RULES FOR EXHIBITS:

- a. **DELIVERY** – Earliest date exhibit material may be delivered to OCC is Monday January 11, 2027, 8:00 a.m. Instruct carriers that shipment is to be held in Portland for delivery on this date.
- b. **SIGNS** – No signs, partitions, apparatus, shelving, etc., may extend more than eight feet above the floor along the rear of a booth. Pole and drape will be erected by Show decorator. All orders for special counters or furniture, etc., should be directed to Show decorator. No pins or tacks in drapes, walls, or posts are permitted. Hooks will be furnished by Show decorator for hanging any special exhibits.
- c. **LINE OF SIGHT RULES** – Line-of-Sight display rules provide restrictions on certain areas of booths to allow attendees to view neighboring booths in their line of sight as they walk the floor. Guidelines are presented on pages 2-4 of this document.

LINEAR BOOTH – The ability to have products or services easily seen by attendees as they walk the aisles is essential to all exhibitors, and that is the basis for including a Linear Booth Line-of-Sight setback rule. Linear Booths, also called “in-line” booths, are generally arranged in a straight line, and have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle.

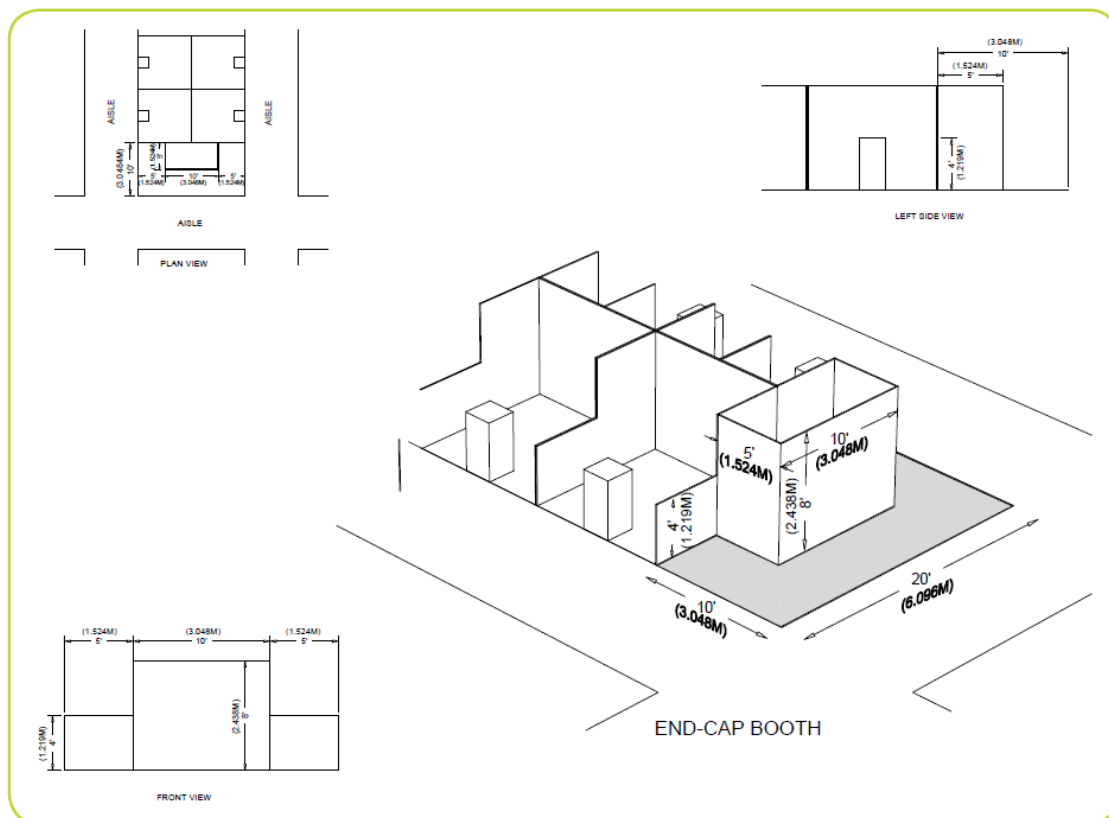
LINEAR BOOTH USE OF SPACE – Regardless of the number of Linear Booths utilized, e.g. 10ft by 20ft (3.05m by 6.10m), 10ft by 30ft (3.05m by 9.14m), 10ft by 40ft (3.05m by 12.19m), etc., display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft (2.44m) is allowed only in the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. ***See diagram on page 3***

Note: When three or more Linear Booths are used in combination as a single exhibit space, the 4ft (1.22m) height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.

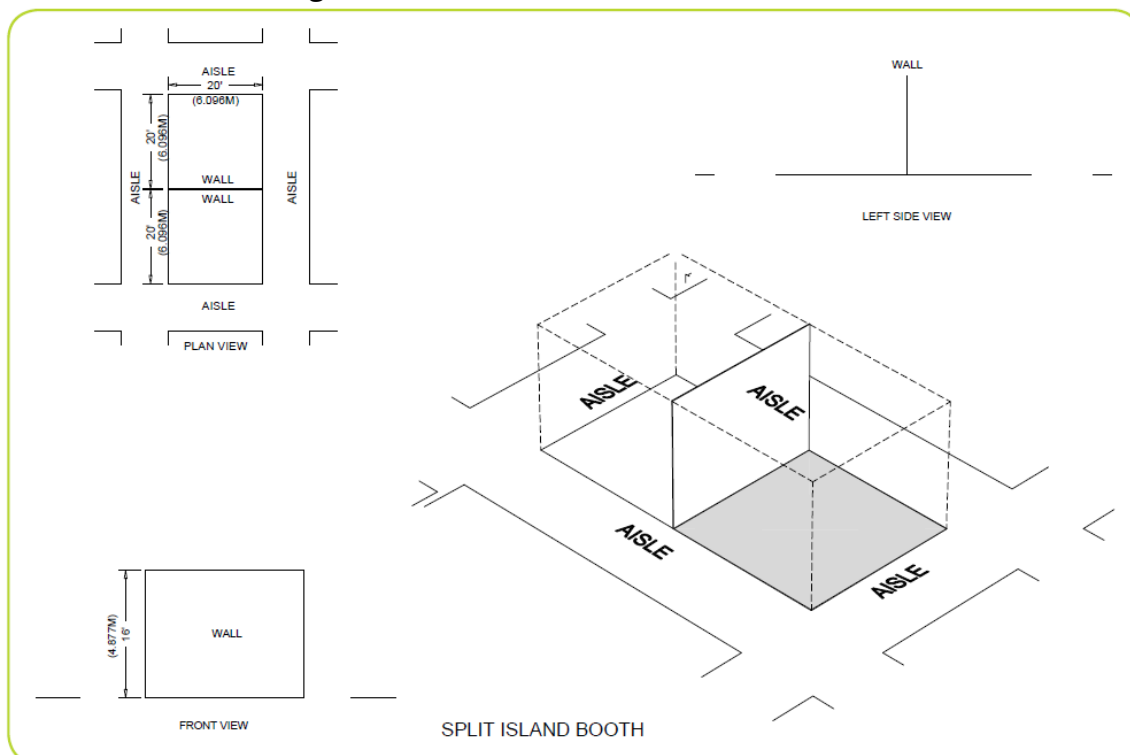


END-CAP BOOTH – An End-cap configuration is essentially an in-line (linear) booth placed in the position of a Peninsula or Split Island. This configuration must follow the dimensions in the diagram on page 4. Organizers should be alert to exhibitors reserving End-cap configurations to ensure they do not violate Linear Booth Line-of-Sight regulations for neighboring exhibits.

END- CAP BOOTH USE OF SPACE – End-cap Booths are generally 10ft (3.05m) deep by 20ft (6.10m) wide. The maximum back wall height allowed is 8ft (2.44m) and the maximum backwall width allowed is 10ft (3.05m) at the center of the backwall with a maximum 5ft (1.52m) height on the two side aisles. Within 5ft of the two side aisles, the maximum height for any display materials is 4ft. ***See diagram on page 4***



SPLIT PENINSULA BOOTH AND ISLAND BOOTHS – Booths occupying 400 square feet and above located on islands do not have a back-wall limit on width. Split Peninsula booths must still adhere to a height of no more than 8 feet. ***See diagram below***



- d. **AISLES** – The aisles, passageways, and overhead spaces remain strictly under the control of Food Northwest and no signs, decorations, banners, balloons, advertising matter, or special exhibits will be permitted in them except by special written permission of Food Northwest. All exhibits and their personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Exhibitors except with approval of Food Northwest.
- e. **PROJECTORS** – The use and operation of projectors and other apparatus must conform to local regulations in effect in City and Convention Center in which the Show is being held.
- f. **FOOD SALE** – Exhibitor sales or gifts of food and beverages for consumption in OCC may be made only with the written permission of Food Northwest. No delivery of any products may be made at any place in OCC by an Exhibitor to the public, without written consent of Food Northwest. No demonstration of cooking may be made without the prior written permission of Food Northwest.
- g. **UNDESIREABLE ACTIVITIES/ITEMS.** Food Northwest reserves the right to restrict or remove exhibits or exhibit materials, without refund, that may have been falsely entered, or may be deemed in Food Northwest's sole discretion unsuitable or objectionable. This restriction applies to noise, PA systems, persons, animals, birds, things, conduct, printed matter, or anything of character that might be objectionable to the Show or Food Northwest.
- h. **RUNNING OF ENGINES.** Oil, gas, or other internal combustion engines shall not be operated as part of any exhibit.
- i. **LIABILITY** – EXHIBITORS WITHOUT LIABILITY INSURANCE CERTIFICATES CANNOT SET THEIR OWN BOOTH. MANDATORY INSURANCE CERTIFICATE IS REQUIRED BY JANUARY 1, 2027 OR LABOR TO SET BOOTH WILL BE PROVIDED BY SHOW DECORATOR – AT EXHIBITORS EXPENSE. Exhibitors who have not provided a liability insurance certificate will have their booth set by Show decorator at the on-site labor rate; the labor rate for the 2027 Expo in Portland is estimated to be \$65 per hour straight time and \$92 per hour overtime.
- j. **INSTALLATION OF EXHIBITS.** All exhibits must be fully installed by 9:00 am January 13, 2027. The placing, moving, altering of exhibits after 9:00 am January 13, 2027 (Opening Day) will not be permitted without prior written permission of Food Northwest.

- k. **SERVICES** – Electrical, telephone, air, water, or drain requirements will be available through OCC at an additional cost. All electrical connections shall be equipped with an Equipment Ground Conductor. Any special carpentry, wiring, electrical or other work, gas, steam, water or drainage connection shall be installed at Exhibitor's expense.
9. **FACILITIES.** Exhibitor agrees and understands that Exhibitor, its employees, agents and contractors must abide by and adhere to the rules and regulations of the Convention Center and any rules and regulations implemented by FOOD NORTHWEST. Exhibitor and the aforementioned Exhibitor parties shall not injure, mar or deface any part of OCC, the Show premises, booths, booth contents, or equipment rented to Exhibitor. Exhibitor shall not drive, nor permit to be driven any nails, hooks, tacks or screws in any part of OCC. Furthermore, Exhibitor shall not affix to the walls or windows of OCC any advertisements, signs, etc., or use Scotch tape, masking tape or any other adhesive-type materials on painted surfaces. A removable carpet tape may be purchased from Show decorator. Fines will be assessed for improper tape use. Automobiles, trucks, and similar conveyances shall have a drip pan and/or protective material under them to protect the floor from dirt, oil stains, etc. Exhibitor shall be liable to Food Northwest or the owner of the property for any such loss or damage to any part of OCC, booths, booth contents, or equipment rented to the Exhibitor.
10. **COMPLIANCE WITH LAWS.** All exhibits must comply with the City ordinances, regulations, and Fire Marshal instructions (For any information contact the Fire Marshal's office). Any and all City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of its exhibit shall be obtained by the Exhibitor at Exhibitor's own expense prior to the opening of the Show.
11. **EXHIBIT REMOVAL.** Except for purposes of security during off-hours, all Exhibits must remain intact, and no exhibits or parts of exhibits may be dismantled or removed until after the closing hour of the last day of the Show, without the written permission of Food Northwest. If Exhibitor breaches this provision, Exhibitor shall pay as compensation for detraction to the Show's appearance, an amount equal to 1/3 of the total space charge for Exhibitor's allocated Booth Space. During off hours and after closing hour, Exhibitors are responsible for securing all small and valuable items. All exhibits that are not removed from OCC may be stored by Food Northwest, at Exhibitor's expense for 60 days, after which time it shall be deemed abandoned and Food Northwest may sell the Exhibit and apply the proceeds to the Exhibitor's account.
12. **INSURANCE.** Consistent with requirements of OCC, Exhibitors are required to obtain broad form general liability insurance to include limits of liability of not less than \$1,000,000 combined single limits for bodily injury, personal injury, and property damage on a per occurrence basis. The policies shall name Food

Northwest, its officers, directors, employees, and agents as an additional insured and shall provide that the policies may not be canceled or materially altered until prior notice of at least 45 days has been given to Food Northwest. Exhibitor shall maintain and keep in force Workers' Compensation Insurance during the term of the installation, use of the Convention Center, and move-out dates.

13. **ASSIGNMENT.** The contracted Booth Space is to be used solely by the Exhibitor who is the named party on this Agreement. Exhibitor shall not assign, sublet or share any portion of this space, without the prior written consent of Food Northwest. Non-compliance with this provision may result in the prompt removal of the offending person and property.
14. **INDEMNIFICATION.** Exhibitor agrees to hold harmless, indemnify and defend Food Northwest, its officers, directors, members, agents, and employees, and OCC against all claims, losses or damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the Booth Space, Show premises, or of OCC, or Exhibitor's operation or activities at the Show, excluding any such liability caused by the negligence of Food Northwest or OCC and each of their respective employees and agents.
15. **LIABILITY FOR PROPERTY.** Food Northwest assumes no responsibility for the protection, theft or damage to any property used in connection with the Show or brought onto the Convention Center by Exhibitor, its agents, employees, or independent contractors. Small and easily portable items shall be properly secured or removed after Show hours and placed in safekeeping by Exhibitor at Exhibitor's risk and expense. Any protection exercised by Food Northwest shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by Exhibitor.
16. **GOVERNING LAW/JURISDICTION/ATTORNEYS FEES.** This Agreement shall be construed under the laws of the State of Oregon. Jurisdiction and venue of any dispute hereunder shall be in Multnomah County, State of Oregon. In the event of suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs, including any appeal therefrom.
17. **FORCE MAJEURE.** Force Majeure means causes without fault and beyond the control of a party, whether or not foreseeable, including without limitation, fire, explosion, accident, extreme weather, earthquake, epidemic, or other disaster or calamity, disruption of utility service; restrictive new governmental laws or regulations; acts of war (whether declared or undeclared); terrorism or threat thereof; riot or civil disturbance; strike, lockout or other labor action. If any Force Majeure event occurs that renders it illegal, impossible, or impracticable to hold the Show, then this Agreement shall be terminated and all Booth Space payments made

under this Agreement shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by Food Northwest up to the time of termination. In the event Force Majeure results in a postponement of the Show, then performance under this Agreement shall be excused for the duration of such postponement. Both parties hereby waive any claims for damages or compensation from the other party on account of postponement or termination of the Show.

18. **WAIVER.** No waiver by Food Northwest of any term, condition or default shall constitute a waiver of any other or the same term, condition or default on a future occasion. No delay or omission by Food Northwest in exercising any right or remedy shall operate as a waiver thereof.
19. **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, all remaining provisions shall remain in full force and effect.
20. **AMENDMENTS.** No modification or amendment of this Agreement shall be in force or in effect unless it is in writing and executed by Food Northwest and Exhibitor.
21. **HEADINGS.** The headings used in this Agreement are inserted only for convenience and reference and in no way define, limit or describe the scope of this Agreement nor the extent of any provision thereof.

