

2012 CONTRACT/APPLICATION FOR EXHIBIT SPACE

Unified Wine & Grape Symposium
January 24–26, 2012 (Exhibits: January 25 & 26)
Sacramento Convention Center, Sacramento, California, USA



RULES & REGULATIONS

By signing the 2012 Contract/Application for Exhibit Space, Exhibitor agrees to upon acceptance by UW&GS and is bound by the terms and conditions set forth in this 2012 Contract/Application for Exhibit Space. These Rules & Regulations state the terms and conditions of your contract with UW&GS. If you do not accept these terms and conditions, the deadline to cancel your contract without penalty is September 2, 2011. All cancellations must be made in writing.

Booth Types

Standard: All booths are 10 feet deep by 10 feet wide with the exception of island booths, large machinery areas and as indicated on the floor plan (Exhibit A). All aisles will be carpeted in the 1st floor exhibit area. The 1st floor West Lobby, 3rd floor ballroom and 3rd floor Outdoor Terrace/Tented Pavilion is completely carpeted. Carpet for booths may be rented from the Official Services Contractor for all four (4) locations. Standard booths may not exceed the back wall height of 8 feet, including signs or special lighting.

All standard booths and peninsulas must maintain the open sight lines as outlined in the Booth Construction Requirements. Failure to maintain sight lines and/or any violation of the Booth Construction Requirements may result in the dismantling of the booth or loss of priority points for future booth sales. No refunds will be issued for booths that are dismantled due to a violation of the Booth Construction Requirements.

Island: Renting island booths requires purchasing an additional two (2) booths to allow for 360 degree traffic access. For example, if a four (4) booth island is selected, Exhibitor will pay for six (6) booths. This requirement can be waived if the UW&GS does not have to remove booths to create the island. For example, if an island is created from a group of 10 ft. x 10 ft. booths with existing rows approved by the fire marshal, the UW&GS would not have to remove additional booths to make the island. Some islands are pre-drawn for aesthetic reasons with booths removed and renting two (2) additional booths would be required. If two (2) neighboring island booths exist, the two (2) companies will share the cost of the two (2) booths that would be removed.

Peninsula: Peninsula booths, (two or more booths side by side at the end of an aisle, see Booth Construction Requirements) may not exceed the back wall height of eight (8) feet in the center ten (10) feet. Booths may also not exceed the back wall height of four (4) feet in the outer five (5) feet. Your booth neighbor also needs the same visual exposure from the aisles. (See Booth Construction Requirements.)

Large Vineyard & Winery Machinery: Designated booth areas are available for rental by suppliers that exhibit large machinery. Any equipment that has wheels must have rubber tires or a similar covering and all engines must have a drip pan underneath or Exhibitor will incur an additional expense for installation, removal and/or cleanup. This protection is required by the Sacramento Convention Center. Union labor spotting fees will apply for large machinery that can be driven directly into and out of the exhibit areas. This expense will be billed by the Official Services Contractor. Refer to the Exhibitor Services Manual for more details and fees or contact the Official Services Contractor for an estimate of fees.

Companies who wish to exhibit in a large machinery area must meet our minimum equipment requirements. Each piece of Large Vineyard or Winery Machinery must necessitate at least a block of four (4) standard booths to qualify for this space (refer to Booth Construction Requirements). Any exhibitor contracted at a discounted rate who do not meet the minimum machinery size at any time or do not exhibit the equipment listed on Addendum I: For Large Machinery Exhibitors will be invoiced at the standard booth rate of \$20 per square foot. If you have any questions about the minimum size requirements, please contact UW&GS.

Floor Space

Island Booths & Large Machinery Areas: These areas are not restricted by the eight (8) foot height limitation for equipment. Full use of the floor space is permitted, however, any back walls or drapes set along the booth perimeter may not be higher than four (4) feet. Demonstration areas may not be set on the aisle line of the booths; space must be left within the exhibit area for attendees. Fire code stipulates that attendees or Exhibitor cannot interfere with the normal traffic flow in the aisles. If an unusual design is contemplated or if you are not certain if your booth meets show requirements, approval should be obtained from the UW&GS before proceeding with design and construction.

Large Machinery Areas (i.e.: Area E on the Booth Construction Requirements): For quad large machinery areas, eight (8) foot high back wall drape will be placed on the inner common walls, but will only extend to the front ten (10) feet in each direction. Refer to the diagram in the Booth Construction Requirements and drape placement. Failure to follow the perimeter guidelines may result in the dismantling of the booth or loss of accrued booth assignment points for future booth sales. No refunds will be issued for booths that are dismantled due to a violation of the Rules and Regulations.

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All Booths: No exhibit will be permitted to span an aisle by ceiling or floor covering. Exposed or unfinished sides and/or exhibit backgrounds must be draped to present an attractive appearance. Refer to the Pre-Show Inspection section for more details.

Exhibit Areas Access for Booth Setup & Breakdown

In the interest of safety, only those individuals directly responsible for the setup and breakdown of the booth will be permitted in the exhibit area during setup and breakdown times. Work passes will be issued by the security guard at the exhibit entrances for each qualified individual upon entrance for setup. Please be prepared to provide identification and/or a business card. These passes will be good only during setup times (refer to Installation section). Please refer to Minors, Safety & Alcohol section for more details.

Admission to Exhibit Areas Early on Show Days

Exhibitor with badge will be permitted to enter the exhibit areas one and a half hours prior to the opening of exhibits each show day.

Installation

Large Machinery: Exclusive setup for large machinery exhibitors will be on Sunday, January 22, from 10:00 am to 5:00 pm and Monday, January 23, from 8:00 am to 3:00 pm. The Official Services Contractor will contact each large machinery Exhibitor to schedule an appointment.

All Other Booths: Exhibitor set up will be Monday, January 23, from 3:00 pm to 8:00 pm and Tuesday, January 24 from 8:00 am to 5:00 pm. Exhibitor may continue to work in their booth until 8:00 pm on Tuesday, January 24. Booths must be completely ready for the show by 8:00 am on Wednesday, January 25. Installation must be carried out during the times listed above. All crates must be available for removal no later than 4:00 pm on Tuesday, January 24. Authorized personnel may work in the booth until 8:00 pm on Tuesday, January 24. All empty crates must be removed from the aisles prior to 4:00 pm on Tuesday, January 24; “empty” stickers/labels are available at the Exhibitor Services Center. Contact UW&GS if you need to set up your display at a later time on this day. Any Exhibitor placing empty crates or cartons in the aisles after the aisles have been cleaned will be charged for removal and re-cleaning. Crates and their contents, if any, may be stored outside and exposed to weather conditions.

UW&GS assumes no liability for loss or damage to stored crates or their contents. Any exhibit not in the process of being installed by 4:00 pm on Tuesday, January 24, will be assembled by the Official Services Contractor at Exhibitor’s expense. No exhibit may be set up after the exposition opens.

There will be three (3) options for exhibitors to load-in their booth material and equipment into the convention center as designated on the floor plan diagram provided prior to move-in. Each of the options is based on specific terms and conditions as described in the Exhibitor Services Manual.

1. Hand carried items by Exhibitor
2. Private Vehicle Material Handling (Cartload Service) – provided by Union Labor
3. Loading Dock – provided by Union Labor

Hand carried items may only be brought into the designated entries of the convention center and until 5:00 pm on Tuesday, January 24. After this time you will be required to bring your hand carried items in by 7:30 am (PST) on Wednesday, January 25.

Pre-Show Inspection

A walkthrough will take place by show management at 4:00 pm on Tuesday, January 24, 2012. Any booths not meeting the Rules and Regulations of the Contract/Application for Exhibit Space by this point in time are in violation of show standards. A notice stipulating required action will be posted at applicable booths. This includes exceeding booth height and width restrictions as specified in the Booth Construction Requirements. Any popup, pre-fabricated or other custom designed booth that appears unfinished from side(s) or back will be draped by the Official Services Contractor and billed to the contracted Exhibitor. Failure to follow or correct to meet the Booth Construction Requirements will result in the dismantling of the booth or loss of accrued booth assignment points for future booth sales. No refunds will be issued for booths that are dismantled due to a violation of the Booth Construction Requirements.

Dismantling of Exhibits

Schedule

The official closing time of the exposition is 4:00 pm, Thursday, January 26, 2012. The exhibit areas must be clear of all attendees before breakdown can begin. The return of empty crates/boxes will begin after all attendees have left the exhibit areas and aisle carpeting has been removed, approximately one to two hours after the close of the show.

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First Floor (Halls A–E): All Exhibitors with booths on the first floor will have until 2:00 pm on Friday, January 27.

West Lobby, Third Floor Ballroom & Outdoor Terrace/Tented Pavilion: All exhibit material must be packed and ready for removal from these exhibit areas no later than 10:00 pm, Thursday, January 26.

Early Breakdown

Breaking down early compromises the safety of everyone present in the trade show, negatively impacts the presentation of neighboring booths, and risks poor representation of your company if a conference attendee visits your booth late in the day.

If **any** of the following occurs prior to 4:00 pm on Thursday, January 26, 2012 and regardless of the reason, the applicable UW&GS early breakdown penalty will apply at the sole discretion of the UW&GS. Early dismantling prior to close of show includes: packing boxes, removing material and/or equipment, resulting in a partially empty or fully vacated booth and/or with no booth representatives present.

The penalty is a reduction of accrued booth points for a first-time violation. Those exhibitors that breakdown early in multiple years risk forfeiture of all points accrued as of the end of the 2012 trade show. This will result in your company not being included in booth pre-sales for the upcoming year trade show. If this occurs, your company can opt to be added to the future year wait list. The Early Breakdown penalties apply whether early breakdown occurs in consecutive years or not.

Sharing Exhibit Space

Only two (2) companies maximum may share booth space with a primary contracted exhibitor

If a booth or booths are to be shared by companies whose products you do not legally represent and sell, the primary contracted Exhibitor (a contracted Exhibitor with accrued points that is eligible for a booth assignment is the primary contracted Exhibitor) must submit a letter of intent to share space that lists each company (two maximum) and complete contact information and product(s) or service(s) that will share the booth space. Additionally, a completed and signed booth sharing contract/application with a \$50 non-refundable processing fee must be submitted by each company sharing booth space as well as a certificate of liability insurance and additional insured endorsement (form CG 2026). **A company may only share booth space with one (1) primary contracted Exhibitor. The primary contracted Exhibitor must be present at the show to be eligible for the next year's presales opportunity.** Pursuant to the indemnity clause on page 11, primary contracted Exhibitor agrees to indemnify for the acts and omissions of any and all companies sharing booth space with the primary contracted Exhibitor.

Once all required booth sharing documents have been received and processed, the sharing company will receive their own registration promotional code via email.

Booth sharing contract/applications received after 5:00 pm (PST) on January 13, 2012 will not be accepted.

Primary contracted Exhibitor may not also share a booth with other primary contracted companies.

Booth points & waiting list

Exhibitor sharing booth space who is not the primary contracted Exhibitor will not accrue booth assignment points for the contracted booth space. Only the primary contracted Exhibitor will be issued priority points and be eligible for booth sales in the next year. Exhibitor sharing space who is not the primary contracted Exhibitor can acquire booth space for future shows by joining the waiting list for booth assignment. A waiting list application must be completed annually until exhibit space becomes available to be eligible for booth space. Completing a waiting list application is future security for your company. If your business relationship with the primary contracted Exhibitor changes, you will be ensured possibility to contract your own booth space in future shows. If you are not on the waiting list you will not be considered for booth space. The waiting list assignments are made based on availability after the completion of booth presales for renewing Exhibitors. Although sharing your booth space may be allowed, Exhibitor shall not sell or sublease their booth space. Companies that submit booth sharing contracts that are accepted by UW&GS after December 9, 2011, may not be included in the printed Program & Exhibit Directory that is given on-site to attendees. They also may not be posted online based on the time line.

Only the primary contracted Exhibitor accrues booth assignment points.

Listing of Manufacturer's Representatives/Distributors Required

If primary contracted Exhibitor is legally representing more than one company, such as in the case of a manufacturer's representative or a distributor, a fully completed list for **each** company whose products you will be representing in your booth must be submitted along with your completed contract/application. An example is representation of multiple products of multiple companies as identified on the primary company's website or other commercial material. This requirement is necessary to proceed with booth assignment and for registering your booth representatives with various company names. Pursuant to the indemnity clause on page 11, primary contracted

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Exhibitor agrees to indemnify for the acts and omissions of any and all companies represented by the primary contracted Exhibitor. Manufacturers and specific products are not listed in the program or on website unless they are the primary contracted Exhibitor. All manufacturer's representatives/distributors are reviewed and accepted based on approval by the UW&GS.

Fire Regulations

Permits may be required for any heat-producing device, hazardous electrical device or for the use or storage of compressed gases or combustion engines. The use of propane is restricted to forklifts only. When not in use, propane tanks are to be removed from the interior of the facility. Helium is not allowed. Certificates of flame-proofing are required. Decorative materials must be flame-proofed before being taken into the exhibit areas and must comply with fire regulations. Aisles and exits as designated on the approved plan shall be kept clean, clear and free of obstructions at all times during official show hours. Questions regarding the above should be directed to the Official Services Contractor. Please refer to the Exhibitor Services Manual for complete fire regulations.

Compressed air cylinders, including LPG, are prohibited unless approved by the fire prevention office. Flammable gases, i.e. butane, propane, natural gas, et al; are subject to prior approval. Nonflammable compressed gas cylinders must be secured in an upright position with gauges and regulator protected against physical damage.

Vehicles & Motorized Equipment

Vehicles on display must have fuel filler caps locked or sealed to prevent escape of vapors and to avoid tampering. Batteries must be disconnected. Auxiliary batteries not connected to engine starting system may be left connected. External chargers are recommended for demonstration purposes. Fuel in the fuel tank shall not exceed one quarter (1/4) of the tank capacity or five (5) gallons, whichever is less.

Rules/Regulations, Booth Assignment & Floor Plan Changes

Exhibitor agrees that UW&GS shall have the right, at its sole discretion, to make changes in these Rules and Regulations, booth assignments, or the trade show floor plan arrangement of booths. Exhibitor agrees that UW&GS is authorized to make any such changes through the first day of the UW&GS trade show. All determinations by the UW&GS regarding the enforcement of rules, regulations and conditions under this contract shall be final and binding upon Exhibitor.

Minors, Safety & Alcohol

Because of the presence of heavy equipment and other dangers, absolutely no children under the age of 18 are allowed in the exhibit areas during setup and breakdown times. Additionally, no one under 21 years of age will be permitted in the exhibit areas during trade show hours unless accompanied by a parent or guardian due to the service of alcoholic beverages, insurance and legal compliance.

Alcoholic Beverages & Food Service

The License Agreement with the City of Sacramento and the Sacramento Convention Center contracted caterer (Classique Catering) combined with necessary compliance with the Department of California Alcoholic Beverage Control (ABC) statutes prohibit any food or beverage from outside sources being brought into the convention center except for specific ABC-sanctioned events such as the Regional Wine Tasting.

UW&GS cannot authorize or permit the distribution of alcoholic beverages in any form including samples in order to adhere to liquor license and other legal parameters. Bringing alcoholic beverages onto the grounds of the Sacramento Convention Center is a violation of legal statutes unless the appropriate license is issued in advance by the California Department of Alcoholic Beverage Control (ABC). However, the following will be permitted: 1.) bottles of wine for booth display purposes only that was commercially produced and purchased (with applicable taxes paid) (examples: bottle, label and/or closures display); 2.) small samples of wine that were commercially produced and purchased (with applicable taxes paid) to be used only to demonstrate analytical equipment (example: laboratory equipment).

The Sacramento Convention Center catering contractor (Classique Catering) will not be able to rent glasses to any exhibitor. The serving of wine or other alcoholic beverages is prohibited by law other than by Classique Catering based on the caterer's liquor license or other preauthorized liquor licenses issued by the California Department of Alcoholic Beverages Control (ABC). Any Exhibitor that brings any alcoholic beverage and/or food on to the premises of the Sacramento Convention Center will be required to cease serving such beverages or food. Confiscation of any alcoholic beverage or food will occur according to all applicable laws and in regard to liability. Additionally, such violation will result in action by the UW&GS, the City of Sacramento and/or the ABC to remove the entire

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display and exit booth representatives from the trade show altogether and at the violating Exhibitor's expense including all regulatory penalties applied. Exhibitor understands and accepts these terms. No refunds will be issued for booths, displays or booth representatives removed from the trade show for a violation of this policy for alcoholic beverages.

It is mandatory for the UW&GS to adhere to these obligations to assure complete legal compliance and maintain necessary insurance policy coverage for the continuance of the UW&GS.

Events, Activities & Hospitality Suites

All requests for any Exhibitor events, activities and hospitality suites must first be approved by the UW&GS. Events may include: seminars, sessions, tastings, or receptions conducted at one of the UW&GS's contracted properties or off-property during the UW&GS dates. Exhibitor requesting a suite should notify the hotel if it will be used for hospitality. Industry-related events, entertainment and hospitality activities may not overlap with the UW&GS's scheduled program events. Such hospitality activities may only take place during the following times:

Tuesday, January 24	Before 8:30 am or 4:15 pm – on
Wednesday, January 25	Before 8:30 am or 6:15 pm – on
Thursday, January 26	Before 8:00 am or 4:15 pm – on

All other times are reserved for the UW&GS program. Exhibitor agrees to observe the above policy as a condition of exhibiting. Any event or other form of planned presentation that is scheduled other than during these approved hours will be regarded as an exhibit contract violation, which may result in Exhibitor losing some or all of its accrued booth assignment points.

Non-exhibiting suppliers will not be permitted to host events or hospitality functions at any UW&GS contracted hotel, or at any other facility or location. If a non-exhibiting supplier violates this policy, the company risks being excluded from this event in the future.

Change in Management or Ownership & Trade Show Rights

The UW&GS shall not assume any responsibility or liability for a company's changes that potentially impact the company's organizational structure. Such changes may include lawsuits or similar legal activity between companies or legal changes such as mergers, acquisitions, bankruptcy and/or liquidation including auctions. The UW&GS also shall not assume any responsibility for change such as when an individual marketing representative changes employment and/or is party to organizing a new or different company.

There are no trade show rights, such as accrued booth assignment points, that can be sold or transferred. Exhibitor understands and accepts that accrued points are not owned or transferable by the Exhibitor. Exhibitor agrees that the use, allocation and assignment of accrued booth assignment points shall be at the sole discretion of UW&GS. If there is a change in distributors for a specific product and/or product line, any booth points previously accrued by the prior distribution company may not be applicable for a new distributor under such circumstances.

If one company is purchased by another company as a whole and a similar product category continues to be offered, allowance for any accrued points to be carried forward may be considered by the UW&GS when giving booth assignments. If both the purchasing company and company being purchased already have booth assignment points, the highest number of accrued points and number of booths may be retained for future booth assignments.

Indemnity

Exhibitor agrees to indemnify, hold harmless and defend Unified Wine & Grape Symposium, LLC, its members the American Society for Enology and Viticulture and the California Association of Winegrape Growers, the City of Sacramento, the Sacramento Convention & Visitors Bureau, the Sacramento City Public Facilities Financing Corporation, the Official Services Contractor, contracted event management company and their respective directors, officers, members, agents and employees (collectively "Indemnitee"), from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees and costs), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Exhibitor or its officers, directors, employees, members, partners, agents, sub-contractors, or invitees. Where booth sharing occurs, the primary contracted Exhibitor agrees to indemnify Indemnitee for all acts and omissions of by any persons or companies sharing booth space. Such indemnification by primary contracted Exhibitor extends to the acts and omissions of any officers, directors, employees, members, partners, agents, sub-contractors, or invitees of companies or persons sharing booth space. For manufacturer's representatives or distributors, the primary contracted Exhibitor agrees to indemnify Indemnitee for all acts and omissions of by any persons or companies it represents. Such indemnification by primary contract Exhibitor extends to the acts and omissions of any officers, directors, employees, members, partners, agents, sub-contractors, or invitees of companies it

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represents. This indemnification shall include but not be limited to liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees and costs) arising from the following:

Any injury, death, loss or damage to persons, property or profits while at the Sacramento Convention Center, the UW&GS trade show or any UW&GS seminars, events or activities including but not limited to any of the following:

1. Any condition of the premises, any building or any improvement at the Sacramento Convention Center, the UW&GS trade show or any UW&GS seminars, events or activities;
2. Any matter connected with Exhibitor's participation in or use of the UW&GS services or facilities;
3. Any matter connected with Exhibitor's business, occupation, product or services;
4. Exhibitor's use of or publication of any information in any UW&GS publications and written materials;
5. Exhibitor's use, posting or publication of any information on any internet website owned, maintained, sponsored or hosted by the Unified Wine & Grape Symposium, LLC;
6. Exhibitor's actual or alleged slander or libel of a person or entity that disparages the person, entity or their goods, products or services; or
7. Exhibitor's violation or alleged violation of any anti-trust, copyright, unfair business practices, unfair competition, consumer protection, privacy or false advertising laws.

Such indemnification by Exhibitor shall apply to all claims against Exhibitor and/or Indemnitee for any and all acts or omissions of Exhibitor and/or Indemnitee including negligence in any form, whether active or passive, except for the sole negligence or wilful misconduct of Indemnitee.

Insurance

A certificate of liability insurance for no less than \$1,000,000 U.S. per occurrence and an additional insured endorsement must be provided to the UW&GS, LLC by September 2, 2011 (download a sample from www.unifiedsymposium.org or refer to Exhibit C). The certificate of liability insurance and additional insured endorsement must indicate aggregate coverage of at least \$2,000,000 U.S. and name the Unified Wine & Grape Symposium, LLC; City of Sacramento; Sacramento Convention & Visitors Bureau; and the Sacramento City Public Facilities Financing Corporation as additional insured. Exhibitor's insurance company must be located and licensed to do business in the United States. Please refer to page 20 if assistance is needed locating an insurance company who can provide you with the required coverage. If an Exhibitor's proposed contract is accepted by UW&GS after September 2, 2011, then the insurance certificate and additional insured endorsement must be provided with the contract and full payment of booth fees. Additionally, a completed and signed contract must be submitted by each company sharing booth space as well as a certificate of liability insurance and additional insured endorsement. **Exhibitor's insurance shall be primary and non-contributory to any insurance held by UW&GS.** Insurance held by UW&GS shall be excess over Exhibitor's Insurance. Failure to meet these insurance requirements is a material breach of this contract.

Limitation of Remedies

Under no circumstances will UW&GS, its directors, officers, members, agents or employees be liable to any Exhibitor for special, contingent, incidental, consequential or punitive damages, including but not limited to loss of profits or income.

Exhibitor further agrees to limit the liability of any kind with respect to UW&GS including any negligence on the part of UW&GS, to a refund of booth fees paid by the Exhibitor for the 2012 trade show.

The sole liability of UW&GS and Exhibitor's exclusive remedies are stated in this section entitled "Limitation of Remedies" and the section above entitled "Indemnity/Insurance."

Official Services Contractor

A link to the Exhibitor Services Manual will be sent from our contracted Official Services Contractor to each contracted Exhibitor in November. A link to this manual will also be available at unifiedsymposium.org in the Downloads section. This will include information about the marshalling yard, carpeting, furniture, labor, cleaning, drayage (shipping), electrical utility services, union jurisdictions and other services. A customer service phone number will be provided in the Exhibitor Services Manual provided by the Official Services Contractor. It is expressly understood that the Official Services Contractor is an independent contractor, is not the agent or the employee of the UW&GS, and that the UW&GS shall have no liability to the Exhibitor or any other person for the acts or omissions of the Official Services Contractor.

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Use of Exhibitor Appointed Contractor (EAC)

Exhibitor who plans to appoint their own contractor (an EAC) must adhere to the following regulations as described in the Exhibitor Services Manual and accept full responsibility for their enforcement: (1) Exhibitor shall notify the Official Services Contractor and UW&GS in writing by December 9, 2011, of the name, address and telephone/fax numbers of the EAC. (2) The EAC must provide written statement that it indemnifies and holds harmless the UW&GS, LLC, Freeman, the City of Sacramento and Action Motivation, Inc. (AMI). (3) EAC must furnish a certificate of liability insurance to Freeman in the minimum amount of \$2,000,000 U.S. evidencing insurance for Commercial General Liability (CGL) covering all operations, workers compensation insurance as required by California law and automobile liability insurance covering all owned, hired and non-owned vehicles. EAC must also provide an Additional Insured Endorsement with the insurance certificate (i.e. CG-2026) naming the following 6 entities to its policy: **Unified Wine & Grape Symposium, LLC; Freeman; City of Sacramento; Sacramento Convention & Visitors Bureau, the Sacramento City Public Facilities Financing Corp., and Action Motivation, Inc.** (4) The EAC must notify UW&GS in writing by December 16, 2011, as to the names of all representatives working on the exhibit. (5) Upon arrival at the exposition site, all EAC service companies must check in with the Freeman Service Center. (6) No EAC may solicit business on the exhibit floor at any time. (7) All EACs must follow all move-in and move-out rules in a timely and professional manner and must perform work within the UW&GS's established deadlines.

Union Jurisdictions

Union labor is required per collective bargaining contracts for the City of Sacramento. This applies to most of your exhibit material handling such as freight/drayage, electrical, plumbing and large equipment spotting. Information on labor and union jurisdictions will be included in the Exhibitor Services Manual.

Photographs

The taking of photographs of other Exhibitors, their products or exhibits, other than those taken by the UW&GS's official photographer(s), is expressly prohibited at any time. Only Exhibitor may grant permission to have his or her exhibit and/or products photographed. The UW&GS and/or the Sacramento Convention Center assume no liability for any photographs that are taken in the exhibit areas at any time. The official UW&GS photographer's order form will be included in the Exhibitor Services Manual.

Exhibitor authorizes UW&GS and/or its official photographer to photograph Exhibitor, its employees, products and/or exhibits. Exhibitor expressly authorizes UW&GS to use any such photographs for any purpose including but not limited to use on the UW&GS Website and in other publications to promote and advertise the UW&GS.

Printed Material Distribution

Distribution of printed marketing material and/or publication by Exhibitor or by his or her agents is limited to the booth area rented in the exhibit areas, or in an approved hospitality suite. Such restriction also applies to distribution in the remainder of the Sacramento Convention Center and contracted hotel properties contracted for the 2012 UW&GS.

Restricted Booth Activities

Exhibitor is permitted to demonstrate the company's equipment and to make formal presentations regarding the product line(s) and/or service(s) in the booth. Attention-getting devices in the form of entertainment or amusement are strictly prohibited. The exhibit must be staffed during all open hours. Packing or removal of equipment, materials, etcetera will not be permitted during official show hours. Exhibitor may not advertise or display goods or services other than those designated in the Contract/Application for Exhibit Space and either manufactured, distributed or sold by the Exhibitor. Exhibitor will not be permitted to use loud noises such as video presentations with high volume, bells, sirens and buzzers, dart games, or other activities that may extend into the aisle and/or compromise the safety of anyone in the vicinity. The use of illuminated signs is also not permitted in order to avoid interference with neighboring booths and the UW&GS's activities. Exhibitor agrees that UW&GS, in its sole discretion, is authorized to instruct Exhibitor to limit or completely stop Exhibitor's unsafe practices and/or use of devices creating noise, light and/or visual images. Exhibitor's failure to comply with such instructions will be considered an exhibit contract violation which may result in Exhibitor losing some or all of its accrued booth assignment points. Raffle drawings are acceptable within a booth, but no public address system will be available for such Exhibitor activities.

Demonstrations

As a matter of safety and courtesy to others, Exhibitor should conduct sales presentations and product demonstrations in a manner which assures all personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of Exhibitor to arrange displays, product presentation and demonstration areas to ensure compliance.

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Special caution should be taken when demonstrating machinery or equipment that has moving parts, cooking equipment with an open flame, or any product that is otherwise potentially dangerous. Exhibitor should establish a minimum setback of three (3) feet and/or install hazard batteries as necessary to prevent accidental injury to spectators. Sound demonstrations should not exceed 85 decibels. Additionally, demonstrations should only be conducted by qualified personnel.

Selling on the Floor

Selling on the floor is not permitted in terms of actual exchange of product for payment. No price tags or other forms of listed sales prices are to be present in any form in any booth. This is to comply with existing I.R.S. income tax regulations governing expositions organized by tax-exempt associations. All product presentations of any form may only be conducted by contracted exhibitors. If the UW&GS becomes aware of any selling on the trade show floor and Exhibitor ceases to stop selling after repeated requests by UW&GS, Exhibitor understands that the opportunity to apply for booth space in future years may not be offered by the UW&GS.

Smoke-Free Ordinance

The City of Sacramento has a smoke-free ordinance, which prohibits smoking within the Sacramento Convention Center or in hotel public access areas.

Violations

Exhibitor shall be liable for the adherence to these Rules and Regulations by all of its officers, directors, agents, employees, guests and invitees. Violations of these Rules and Regulations may affect the rights to participate in and the eligibility for booth selection priority at future UW&GS trade shows. The UW&GS reserves the right to restrict and/or dismiss at any time any exhibit which it deems undesirable and any Exhibitor and any of its officers, directors, agents, employees, guests and invitees if such Exhibitor or any of its officers, directors, agents, employees, guests and invitees do not adhere to the Rules and Regulations or if any of them display any behavior deemed unacceptable by the UW&GS. No refund will be made in such cases. Any objections or complaints regarding other exhibitors and/or official exhibitor services contractors should be reported immediately to show management at show site. Exhibitor agrees to be bound by the broad authority and discretion granted to UW&GS by this section.

Cancellations

Exhibitor is encouraged to telephone or fax UW&GS to cancel reserved booth space. However, the cancellation is not effective until UW&GS receives notice in writing by fax, mail or email. The reasons for cancellation must be included in the written notice. The date the cancellation is received in writing will be the official cancellation date.

1. If Exhibitor canceled prior to September 2, 2011, Exhibitor will not forfeit any portion of the booth fee payment and UW&GS will issue a full refund of amounts paid.
2. If Exhibitor cancels any booths on or after September 2, 2011, but prior to November 4, 2011, Exhibitor will forfeit 50% of the total contracted booth space fee of the canceled space unless the space can be reassigned. If the space can be reassigned, Exhibitor will forfeit 25% of the total contracted space fee to cover the overhead expenses incurred by the UW&GS.
3. If Exhibitor cancels any booths on or after November 4, 2011, Exhibitor will pay 100% of the total contracted booth space fee of the canceled space.

For any assigned booth space not claimed and occupied, or for which special arrangements have not been made by 12:01 am on Wednesday, January 25, 2012, Exhibitor will not be entitled to a refund. The UW&GS can opt to reassign the space.

Communication Authorization

Exhibitor understands and authorizes the use of Exhibitor's contact information as provided to the UW&GS including name, address, telephone, fax, email and website which has been or will be provided by the UW&GS to contractors for communication and marketing of their goods and services in regard to this specific trade show. This contact information is also posted on the UW&GS website and printed in the Program & Exhibit Directory which makes information available to the general public. The UW&GS cannot be responsible for or control any undesired contact or communication experienced by Exhibitor. Exhibitor authorizes the use of its information as described in this section.

2012 CONTRACT/APPLICATION FOR EXHIBIT SPACE

Unified Wine & Grape Symposium
January 24–26, 2012 (Exhibits: January 25 & 26)
Sacramento Convention Center, Sacramento, California, USA



Disclaimers

Alcohol Consumption: No one under 21 years of age will be permitted in the exhibit areas or sessions where alcohol is being provided unless accompanied by a parent or legal guardian. Identification by a photo i.d. may be required at any time during the UW&GS as deemed necessary.

Copyrights & Trademarks: Reproduction of any part of the UW&GS in any form, including the UW&GS logo and other graphics, electronic publication or presentation, without advance written consent from the UW&GS or presenting speaker (when applicable) is strictly prohibited. All presentations of any form are exclusive and released only to the UW&GS and its audio recording contractor. Any participant presenting any material for which copyright and/or trademark laws apply is solely responsible for adhering to such laws.

Endorsement: The UW&GS provides a forum for the presentation, discussion and publication of research and technological developments for the promotion of education in winemaking, grapegrowing, marketing and finance. The UW&GS does not endorse the products, services, views or opinions of either its members, exhibitors, speakers or other delegates. No endorsement by UW&GS of any kind should be inferred.

Entire Agreement: These Rules & Regulations with the 2012 Contract/Application for Exhibit Space and Exhibit Contract Instructions constitutes the entire agreement between the Exhibitor and UW&GS.

Errors & Omissions: The UW&GS is not responsible for incorrect listings or typographical errors that may occur in any of the UW&GS publications, materials and/or its website.

Intellectual Property Rights: Unified Wine & Grape Symposium, LLC retains exclusive intellectual property rights including to all printed material, art, content or other images, the sponsorship program, program presentations, and the trade show. Any editorial use or commerce conducted other than as agreed to with the UW&GS LLC representatives in writing is a direct abuse and violation of intellectual property rights held by the Unified Wine & Grape Symposium, LLC. These restrictions also pertain to any sales or promotional use of any audio, visual, or other technological reproduction or capturing of any aspect of the UW&GS unless written authorization from the UW&GS is obtained in advance.

No Liability for Acts of God, Natural Disasters & Other Causes: UW&GS shall not be liable for loss or damage that results from Acts of God, natural disasters, weather conditions, labor disputes, distribution of utility services, public authority, public enemy and acts of terrorism or war. If any of these events occur, UW&GS reserves the right, in its sole discretion, to modify, reschedule, or cancel the UW&GS trade show and/or any associated events without obligation to anyone.

Presentations: The UW&GS has developed a program which includes invited speakers. The UW&GS has received confirmation from all speakers at the time of publication but is not responsible for any changes or cancellations that may occur. No refunds will be made in this regard.

Registrant Database: The UW&GS creates a database of all registrants, including Exhibitor representatives. This data is included in our Directory of Registrants which is provided to contracted Exhibitors and available for sale upon request. Exhibitor authorizes the use of its information in this database and the Directory of Registrants.

Severability: If a court of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

GENERAL INFORMATION

Facility Ceiling/Door Dimensions & Floor Load

Ceiling Height:

Hall A - 30', Hall B - 30'; Hall C–E - 19'
3rd Floor Ballroom - 25'; Outdoor Terrace/Tented Pavilion and West Lobby - 8'

Floor Load:

Exhibit Halls A–E - 350 lbs. per sq. ft.
3rd Floor Ballroom, Outdoor Terrace/Tented Pavilion and West Lobby - 150 lbs. per sq. ft.

Freight Door Dimensions:

17'8" wide x 15'6" high

Freight Elevator Dimensions:

7' wide x 16' long x 9' high

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Freight Elevator Maximum Weight Allowed: (Weight distribution approval required by Sacramento Convention Center and the Official Services Contractor.)

15,000 lbs.

West Lobby Access Door Dimensions:

5'6" wide x 7'8" high

3rd Floor Ballroom and Outdoor Terrace/Tented Pavilion Access Door Dimensions:

5'10" wide x 7'8" high

Labor & Drayage/Shipping

The Official Services Contractor's service manual will include shipping, labor and other services, information and rates. Material shipped to the Sacramento Convention Center will only be accepted after the published shipping dates and must be addressed c/o the Official Services Contractor. Please follow shipping instructions in the Exhibitor Services Manual carefully.

Freight at Show Site & Marshalling Yard

Location of the marshalling yard and scheduling information for bringing your equipment to and from the Sacramento Convention Center loading docks will be in the Exhibitor Services Manual emailed to you by the Official Services Contractor. The loading dock will be staffed during your move in and move out to coordinate with the marshalling yard and to assist you in any way possible. All Exhibitors requiring access to loading docks will be routed to the Sacramento Convention Center from the marshalling yard.

Security

Contracted, uniformed security personnel will be provided on a twenty-four hour basis beginning Sunday, January 22 until the exhibit areas are vacated on Friday, January 27, 2012. Neither the UW&GS, its members the American Society for Enology and Viticulture and California Association of Winegrape Growers, the Sacramento Convention Center, the City of Sacramento, the Official Services Contractor, nor any of their officers, directors, members, employees, or agents, are responsible for any loss or damage to Exhibitor property. We strongly encourage Exhibitor to remove all electronic equipment, jewelry or other valuable items that can be hand-carried when you are not present in your booth. Exhibitors and their employees, agents and representatives shall have the sole responsibility of securing and safeguarding their property from loss or damage.

Access to the West Lobby will be prohibited without a badge.

Exhibits Vouchers

Exhibitors may invite clients or potential clients to their booth by using the allocated Exhibits Vouchers (20 for the first standard 10 ft. x 10 ft. booth and 10 for each additional 10 ft. x 10 ft. booth. Large Machinery Areas receive the equivalent based on price per square foot.) The voucher entitles the guest to enter the exhibit areas during show hours at no additional cost.

Exhibitor may purchase additional quantities of these vouchers. An order form for purchasing additional vouchers will be included with your allocated vouchers when they are mailed. Voucher order forms received after 5:00 pm on Friday, January 13 will be processed but will only be available for pick-up on show site. UW&GS will not be able to mail voucher orders after this date.

You want your best client prospects at this trade show. For this reason, your allocated Exhibits Vouchers (those sent in advance) are intended for potential clients only. Exhibits Vouchers are not intended for your sales representatives, your relatives or sales representatives of non-exhibiting companies. The vouchers are intended for clients or potential clients. Anyone who is not invited by an Exhibitor may pre-register for admission to the exhibit areas only for a fee.

Registration & Badges

Exhibit area registration (Wednesday & Thursday) for your booth representatives is included with each booth rental. However, each representative needs to register separately for a badge using a promotional code. This code will be emailed to the contact person on file. Exhibit area registration includes the regional wine tasting on Wednesday and luncheon in the exhibit areas on Thursday. Additionally, each primary contracted company will also receive two 3-day complimentary registrations for sessions (Tuesday–Thursday). Additional session registrations can be purchased at the member rate. No one will be admitted to the exhibit areas without a badge.

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If you choose to share your booth or if you represent multiple companies, such as in the case of a manufacturer's representatives or distributors, all participating companies will receive their own registration promotional code.

Badges will not be mailed. They will be available in the exhibitor registration area on the 3rd floor of the Sacramento Convention Center.

Hotel Accommodations

UW&GS will offer a block of hotel rooms at several hotels at discounted rates. All hotels included in our block will be available on our website in October. Instructions for hotel reservations will be posted on our website. Our two headquarter hotels are listed below:

Hyatt Regency at Capitol Park

(Headquarters Hotel)
1209 L Street, Sacramento, CA 95814

Sheraton Grand Sacramento

(Headquarters Hotel)
1230 J Street, Sacramento, CA 95814

Supplier Poster Presentations

A limited number of Supplier Poster Presentations as submitted will be displayed on the second floor stair landing in the east end of the convention center. If you are a UW&GS contracted Exhibitor and are interested in presenting technical information in a poster presentation, please submit a summary of your proposed presentation to UW&GS at info@unifiedsymposium.org by December 2, 2011. Each Exhibitor is limited to one (1) poster presentation. Poster dimensions should not exceed 4 feet by 8 feet (both vertical and horizontal presentations are accepted). The material presented should offer attendees the latest information on products or technology. Please include the name of the representative who will be setting up the presentation and the company name, address, telephone and fax numbers. The UW&GS Program Committee reserves the right to determine which proposed presentations will be accepted as part of our 2012 program. Posters must be setup for display by 9:00 am on Tuesday, January 24. Exhibitors may not be present at their poster or distribute material from this location. However, you may post a message on your presentation directing attendees to your booth.