2016 Booth Sharing Application/Agreement

Sacramento Convention Center • January 26–28, 2016 • Exhibits: January 27 & 28

Please note changes have been made in the following sections:

• Use of Exhibitor Appointed Contractor (EAC) (page 12)
• Product and Service Code List (page 20)
• EAC Information & Forms - Exhibit D (page 22)

Questions?
Contact: Jen Smalley
Phone: (530) 746-7723 • Fax: (530) 601-5317
jen@asev.org • unifiedsymposium.org
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CONTACT INFORMATION

Insurance, Processing Fee, Supplier Poster Presentations and Trade Show Information

Unified Wine & Grape Symposium (UW&GS)
PO Box 1855
Davis, CA 95617-1855 USA
Phone: (530) 753-3142
Fax: (530) 601-5317
Email: info@unifiedsymposium.org

Official Services Contractor – for booth services and accessories

Freeman
Phone: (775) 355-4600
Toll Free: (888) 508-5054
Email: freemanrenoes@freemanco.com

Unified Wine & Grape Symposium, LLC
PO Box 1855, Davis, CA 95617-1855 USA
Phone: (530) 601-5317
Fax: (530) 601-5317
Email: info@unifiedsymposium.org
Exhibitor Information

Please complete each line below and please print clearly.

COMPANY NAME - "EXHIBITOR" (DO NOT LIST PRODUCT NAME OR TYPE )

LEGAL ENTITY NAME OF COMPANY NAME ABOVE (REFERRED TO AS "EXHIBITOR"). MUST MATCH INSURED NAME ON INSURANCE FORMS

ADDRESS:

CITY:

STATE/ZIP/COUNTRY:

PHONE:

FAX:

EMAIL:

WEBSITE:

CONTACT:

Products:

Please list the products and/or services for your company (see Exhibit B for the product code list). We will only accept applications for companies who can demonstrate that they sell products/services directly related to the wine and grape industry. We need this information to list your product(s) in the program. We can only list up to five (5) products. Please note each sub-product is considered a separate product. The program may not include product information for application/agreements received after December 18, 2015.

If you chose #154 (other) as one of your products, please write the product name on the line below.

1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____

All exhibit and registration information will be sent to the contact listed above. All printed materials and other listings will only include this application/product information unless changes are requested in writing. The Unified Wine & Grape Symposium does not accept multiple contacts or addresses for such listings.

Large Machinery and Equipment

Please use the addendum to the application/agreement to identify and state estimated weight, height and other applicable dimensions. This is required to share a "lettered" machinery booth. Please check the type of machinery you will exhibit:

- Large Vineyard Machinery
- Large Winery Machinery

Please review the enclosed Booth Construction Requirements prior to making your arrangements to exhibit machinery.

If your machinery will be displayed in a standard booth, please list the dimensions and weight below:

Booth Sharing

All booth sharing applications will be reviewed based on relevancy to the wine and grape industry and must be approved before your company can exhibit. If your application does not provide sufficient documentation that your company primarily provides services and/or products to the wine and grape industry you will be contacted.

All booth sharing applications must be submitted prior to 5:00 pm, Friday, January 15, 2016 to be eligible to exhibit at the 2016 Unified Wine & Grape Symposium.

Application/Agreements must be accompanied by a letter of intent to share space from primary contracted exhibitor. Application/Agreements to share space that are not accompanied by letter of intent will not be processed.

Payment Information – $50 Fee

- Check (made payable to Unified Wine & Grape Symposium)
- Credit Card (online): Please contact our office to request a PayPal invoice for online payments.
- Credit Card (tax or mail).

CARD NUMBER:

SECURITY CODE:

EXP DATE:

NAME ON CARD:

CARD HOLDER’S ADDRESS:

SIGNATURE (AUTHORIZES CHARGE IN THE AMOUNT OF $50 U.S.)

Acceptance of Terms and Signature

The undersigned, hereinafter, “Exhibitor,” hereby applies to the Unified Wine & Grape Symposium, LLC, hereinafter, “UW&GS,” for the use of shared exhibit space at the 2016 Unified Wine & Grape Symposium at the Sacramento Convention Center, Sacramento, CA, January 27 & 28, 2016 (Exhibits), and, upon acceptance of this application by UW&GS, agrees to pay the fees specified herein and be bound by the Terms & Conditions set forth in the 2016 Booth Sharing Application/Agreement for Exhibit Space including indemnity and requirements for Certificate of Liability Insurance and Additional Insured Endorsement (refer to Exhibit C).

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

Please fax your completed Application/Agreement to 530-601-5317 or scan/email to jen@asev.org

Unified Wine & Grape Symposium
P.O. Box 1855
Davis, CA 95617-1855 USA
Phone: 530-753-3142
www.unifiedsymposium.org
For Large Machinery Booths (required)

Booth Sharing Exhibitor:

Correspondence Contact:

Please identify type of machinery (harvester, labeler, etc.) and state estimated weight, height and other applicable dimensions. If the equipment has wheels, please list the distance between the front and back wheels. Please list each piece of machinery your company will be exhibiting as a separate item.

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<td>Wheel Distance:</td>
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</table>

Any changes to this application Addendum as submitted must be made in writing to the Unified Wine & Grape Symposium.
2016 Booth Sharing Application/Agreement for Exhibit Space - Addendum II
Unified Wine & Grape Symposium
January 26–28, 2016 (Exhibits: January 27 & 28)
Sacramento Convention Center, Sacramento, California, USA

List of Manufacturers/Distributors Your Company Represents (required)

Booth Sharing Exhibitor:

This form must be completed to be eligible for a booth. Please identify each company and products below that your business offers commercially that will be represented in your booth. The company for any booth representative registered for a badge must be listed below and meet the conditions as described below and within the Terms & Conditions.

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Company You Manufacture/Distribute For: __________________________
Specific Products: _____________________________________________

Any changes to this application Addendum as submitted must be made in writing to the Unified Wine & Grape Symposium.

If 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 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 within the Terms & Conditions, primary contracted 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 contracted Exhibitor.

All manufacturer's representatives/distributors are reviewed and acceptance is at the sole discretion of UW&GS.
**2016 Booth Sharing Application/Agreement for Exhibit Space**

Unified Wine & Grape Symposium  
January 26–28, 2016 (Exhibits: January 27 & 28)  
Sacramento Convention Center, Sacramento, California, USA

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**Terms & Conditions**

By signing the 2016 Booth Sharing Application/Agreement for Exhibit Space, Exhibitor agrees to upon acceptance by Unified Wine & Grape Symposium (UW&GS) and is bound by these Terms & Conditions set forth in this 2016 document. These are the Terms & Conditions for your Agreement with UW&GS to share booth space. The UW&GS reserves the right to modify these Terms & Conditions (except for pricing) and will notify you by email of any modifications.

This is not an application for UW&GS Sponsorship & Advertising Opportunities. If you or your company are interested in Sponsorship & Advertising opportunities, please contact UW&GS.

**Exhibitor's Breach of Terms & Conditions**

Exhibitor shall be responsible for the adherence to these Terms & Conditions by all of its officers, directors, employees, members, partners, its parent and/or subsidiary, successors, assigns agents, affiliates, sub-contractors, guests, or invitees. Exhibitor's breach of these Terms & Conditions may affect Exhibitor's rights to participate in the current UW&GS trade show and Exhibitor's eligibility for booth selection priority at future UW&GS trade shows. UW&GS reserves the right to restrict and/or dismiss without refund at any time any Exhibitor in violation of Restricted and/or Prohibited Booth Activities provisions set forth below.

**Booth Types**

**Standard:** All booths are 10 feet deep by 10 feet wide with the exception of island booths, large machinery booths 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, 2nd floor Balcony, 3rd floor ballroom and 3rd floor Outdoor Terrace/Tented Pavilion are completely carpeted. Carpet for booths may be rented from Freeman 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 and/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) Exhibitors will share the cost of the two (2) booths that would be removed.

**Peninsula (Endcap):** 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 Machinery Booth:** 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 Freeman. Refer to the Freeman Exhibitor Services Manual for more details and fees or contact Freeman for an estimate of fees.

Exhibitors who wish to exhibit in a Large Machinery Booth must meet our minimum equipment requirements. Large Machinery Booths are designed for the use of exhibitors who represent a piece of machinery that would be unable to fit into a standard booth space without violating the Booth Construction Requirements. Any exhibitor contracted at a discounted rate who does not meet the minimum machinery size at any time or does not exhibit the equipment listed on Addendum I: For Large Machinery Booths 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 Booths:** 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 outer booth perimeter along the aisle 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 Booths (i.e.: Area E on the Booth Construction Requirements):** For Double/Quad Large Machinery Booths, eight (8) foot high back wall drape will be placed on the inner common walls. Refer to the diagram in the Booth Construction Requirements for 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 a booth construction requirement.

**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 Booths:** Exclusive setup for large machinery exhibitors will be on Sunday, January 24, from 10:00 am to 5:00 pm and Monday, January 25, from 8:00 am to 3:00 pm. Freeman will contact each large machinery Exhibitor to schedule an appointment.

**All Other Booths:** Exhibitor set up will be Monday, January 25, from 3:00 pm to 8:00 pm and Tuesday, January 26 from 8:00 am to 5:00 pm. Exhibitor may continue to work in their booth until 8:00 pm on Tuesday, January 26. Booths must be completely ready for the show by 8:00 am on Wednesday, January 27. 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 26. Authorized personnel may work in the booth until 8:00 pm on Tuesday, January 26. All empty crates must be removed from the aisles prior to 4:00 pm on Tuesday, January 26; “empty” stickers/labels are available at the Freeman 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 26, will be assembled by Freeman at Exhibitor’s expense. No exhibit may be set up after the exposition opens.

There will be three (3) options for exhibitors to move-in/out 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 Freeman Exhibitor Services Manual.

1. Hand carried items by Exhibitor – one (1) trip by one (1) person without a handcart or dolly
2. Privately Owned Vehicle (POV) Material Handling – provided by Union Labor
3. Loading Docks – 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 26. After this time you will be required to bring your hand carried items in by 7:30 am (PST) on Wednesday, January 27.

**Pre-Show Inspection**

A walkthrough by show management will begin by 5:00 pm on Tuesday, January 26, 2016. A Notice stipulating any required action will be posted at applicable booths.

Examples of notices issued are;
2016 Booth Sharing Application/Agreement for Exhibit Space

Unified Wine & Grape Symposium
January 26–28, 2016 (Exhibits: January 27 & 28)
Sacramento Convention Center, Sacramento, California, USA

- not setting up and occupying the booth assigned to your company as contracted.
- exceeding booth height and width restrictions as specified in the Booth Construction Requirements. (Note: Failure to follow or correct to meet the Booth Construction Requirements will result in the dismantling of the booth and/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.)
- any popup, pre-fabricated or other custom designed booth that appears unfinished from side(s) or back (unfinished ends or backs will be draped by Freeman and billed to the primary contracted Exhibitor).
- modifications or changes requested/required by facility officials, including but not limited to requests by the Fire Marshall.

Any booths not meeting any of the Terms & Conditions by 7:30 am on Wednesday, January 27, 2016 will be in breach of this Agreement and in violation of show standards.

Dismantling of Exhibits

Schedule
The official closing time of the exposition is 4:00 pm, Thursday, January 28, 2016. The exhibit areas must be clear of all attendees before breakdown can begin, approximately 4:15 pm. The return of empty crates/boxes will begin after all attendees have left the exhibit areas and aisle carpeting has been removed, approximately one (1) to two (2) hours after the close of the show.

Halls A–E: Exhibitors in this area will have Thursday, January 28 from 4:15 pm–10:00 pm and Friday, January 29 from 8:00 am–2:00 pm to remove their exhibit materials from the Sacramento Convention Center.

West Lobby, Second Floor Balcony, Third Floor Ballroom & Outdoor Terrace/Tented Pavilion: All exhibit materials must be packed and ready for removal no later than 10:00 pm, Thursday, January 28.

Please refer to the Installation section for detailed information on the three (3) move-in/out options to use during the dismantling of exhibits.

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 28, 2016 and regardless of the reason, the applicable UW&GS early breakdown violation will apply resulting in a deduction of forfeiture of accrued booth points determined at the sole discretion of the UW&GS. Early dismantling prior to close of show is a breach of this Agreement and includes: packing boxes, removing material and/or equipment, resulting in a partially empty or fully vacated booth and/or with no booth representatives present.

1. First time violation – a reduction of a fixed number of accrued booth points for the next year you contract UW&GS booth space as determined by UW&GS.
2. Second time violation – forfeiture of all points accrued at the end of the 2016 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 violations 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 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 10, primary contracted Exhibitor agrees to indemnify for the acts and omissions of any and all persons and/or entities 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 login via email.
Booth sharing applications received after 5:00 pm (PST) on January 15, 2016 will not be accepted.

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

**Booth points & waiting list**

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. Completing a waiting list application is future security for your company. If your business relationship with the primary contracted Exhibitor changes, any points you have accrued as a booth sharing Exhibitor will be applied if and when you contract for booth space as a primary contracted Exhibitor. However you must be on the waiting list to be offered booth space. 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. Exhibitors that submit booth sharing agreements that are accepted by UW&GS after December 19, 2015, 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.

**Listing of Manufacturer’s Representatives/Distributors Required – Addendum II**

If primary contracted Exhibitor is legally representing more than one (1) company, such as in the case of a manufacturer’s representative or a distributor, a fully completed list using Addendum II for each company whose products you will be representing in your booth must be submitted along with your completed 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 10, primary contracted 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 representatives/distributors applications are reviewed and acceptance of these applications is at the sole discretion of 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 Freeman. Please refer to the Freeman 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.

Any violations identified by the Fire Marshall must be corrected immediately. Failure to do so is a breach of this Agreement and will result in immediate dismantling of the booth and loss of priority points for future booth sales.

**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.

**Booth Assignment & Floor Plan Changes**

Exhibitor agrees that UW&GS shall have the right, at its sole discretion, to make changes in these 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.
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 onto the premises of the Sacramento Convention Center will be in breach of this Agreement and required to cease serving such beverages or food. UW&GS reserves the right to confiscate any alcoholic beverage or food that UW&GS identifies as a potential violation of applicable laws or a potential exposure to civil or criminal liability. Additionally, such violation is a breach of this Agreement and will result in action by the UW&GS, the City of Sacramento and/or the ABC to remove the entire display and exit booth representatives from the trade show altogether and at the violating Exhibitor’s expense including but not limited to Exhibitor’s indemnification of UW&GS for all liabilities, damages, actions, costs, losses, claims, expenses, penalties and fines resulting from any violation(s). 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 26: Before 8:30 am or 7:15 pm – on
- Wednesday, January 27: Before 8:30 am or 6:15 pm – on
- Thursday, January 28: 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 a breach of this Agreement, 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 headquarter hotels, contracted hotel, or at any other facility or location. If a non-exhibiting supplier violates this policy, UW&GS reserves the right to exclude the company 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 Exhibitor’s changes that potentially impact the Exhibitor’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.

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 company with the highest number of accrued points and booths will be retained for future booth assignments. It is the responsibility of all primary contracted exhibitors involved in such a company purchase (merger, acquisition, etc.) to formally advise the UW&GS of such change.

UW&GS reserves the right to require documentation for proof of a company purchase (merger, acquisition, etc.) and to require written authorization by each company to the transaction to the assignment of the accrued points and number of booths.

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, Freeman, The Pulse Network (TPN) and their respective directors, officers, members, agents, employees, successors and assigns (collectively “Indemnitee”), from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including all attorneys’ fees, court cost and litigation expenses), on account of injury, death, loss or damage to persons, 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, its parent and/or subsidiary, successors, assigns, agents, affiliates, sub-contractors, guests, or invitees. Where booth sharing occurs, the primary contracted Exhibitor agrees to indemnify Indemnitee for all acts and omissions of by any persons or entities sharing booth space. Such indemnification by primary contracted Exhibitor extends to the acts and omissions of any officers, directors, employees, members, partners, its parent and/or subsidiary, successors, assigns, agents, affiliates, sub-contractors, guests, or invitees of the entities 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 entities it represents. Such indemnification by primary contracted Exhibitor extends to the acts and omissions of any officers, directors, employees, members, partners, its parent and/or subsidiary, successors, assigns, agents, affiliates, sub-contractors, guests or invitees of any persons or entities it represents.

This indemnification shall include but not be limited to all liabilities, damages, actions, costs, losses, claims and expenses (including all attorneys’ fees, court cost and litigation expenses) arising from the following:

Any injury, death, loss or damage to persons, property or profits arising from use of 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, the headquarter hotels, contracted hotel properties and/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 liable 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, trade secret, 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 gross negligence or willful misconduct of Indemnitee. Such indemnification shall include but not be limited to all attorneys’ fees and cost of any kind including but not limited to attorneys’ fees and costs incurred to defend Exhibitor and Indemnitee as well as all attorneys’ fees and costs incurred by Indemnitee to enforce this indemnity provision and in any appeal concerning such enforcement. Such indemnification shall survive the termination of this Agreement for all liabilities, damages, actions, costs, losses, claims and expenses (including all attorneys’ fees, court cost and litigation expenses) arising from acts or omissions prior to such termination. Such indemnification shall survive the conclusion of the 2016 trade show for all liabilities damages, actions, costs, losses, claims and expenses (including all attorneys’ fees, court cost and litigation expenses) arising from or in any way related to this Agreement and/or the 2016 Trade Show.

Exhibitor has accepted this indemnification as part of its bargain with UW&GS. Exhibitor understands and acknowledges that the price for booth space would be higher without Exhibitor’s agreement to indemnify.

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 1, 2015 (download a sample from www.unifiedsymposium.org or refer to Exhibit C). The certificate of liability insurance and additional insured endorsement must indicate coverage of at least $1,000,000 U.S. per occurrence, $2,000,000 U.S. aggregate, 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 21 if assistance is needed locating an insurance company who can provide you with the required coverage. If an Exhibitor’s proposed application is accepted by UW&GS after September 1, 2015, then the insurance certificate and additional insured endorsement must be provided with the application and full payment of booth fees. Additionally, a completed and signed application must be submitted by each person or entity 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. Exhibitor’s certificate of insurance and additional insured endorsement (CG 2026) must comply with these requirements and must conform to requirements shown in Exhibit C. Failure to meet these insurance requirements is a material breach of this Agreement. Any acceptance of certificates of insurance and additional insured endorsements from Exhibitor by UW&GS is not intended to and shall not waive or in any other manner limit, modify or qualify the Terms and Conditions of the Agreement, including, but not limited to the provisions concerning indemnification and insurance.

Limitation of Remedies

UNDER NO CIRCUMSTANCES WILL UW&GS, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS OR EMPLOYEES BE LIABLE TO ANY EXHIBITOR FOR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF INCOME, AND LOSS OF BUSINESS GOODWILL. THIS LIMITATION OF REMEDIES SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ACTS AND OMISSIONS OCCURRING PRIOR TO TERMINATION. THIS LIMITATION OF REMEDIES SHALL SURVIVE THE CONCLUSION OF THE 2016 TRADE SHOW FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE 2016 TRADE SHOW.

EXHIBITOR HAS ACCEPTED THIS LIMITATION OF REMEDIES AS PART OF ITS BARGAIN WITH UW&GS. EXHIBITOR UNDERSTANDS AND ACKNOWLEDGES THAT THE PRICE FOR BOOTH SPACE WOULD BE HIGHER IF UW&GS WERE REQUIRED TO BE RESPONSIBLE FOR EXHIBITOR’S CONSEQUENTIAL DAMAGES.

Limitation of Damages

EXHIBITOR AGREES TO LIMIT THE LIABILITY OF UW&GS INCLUDING ANY NEGLIGENCE ON THE PART OF UW&GS, TO A REFUND OF BOOTH FEES PAID BY THE EXHIBITOR FOR THE 2016 TRADE SHOW. THIS LIMITATION OF DAMAGES SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ACTS AND OMISSIONS OCCURRING PRIOR TO TERMINATION. THIS LIMITATION OF DAMAGES SHALL SURVIVE THE CONCLUSION OF THE 2016 TRADE SHOW FOR ANY ACTS OR OMISSIONS ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE 2016 TRADE SHOW.

EXHIBITOR HAS ACCEPTED THIS LIMITATION OF DAMAGES AS PART OF ITS BARGAIN WITH UW&GS. EXHIBITOR UNDERSTANDS AND ACKNOWLEDGES THAT THE PRICE FOR BOOTH SPACE WOULD BE HIGHER
IF UW&GS WERE REQUIRED TO BE RESPONSIBLE FOR EXHIBITOR’S CONSEQUENTIAL DAMAGES.

Disclaimer of Warranties

THE BOOTH SPACE IS BEING SOLD TO EXHIBITOR ON AN “AS IS” AND “WHERE IS” BASIS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, UW&GS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES.

Official Services Contractor – Freeman

A link to the Freeman Exhibitor Services Manual will be sent from Freeman 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 Freeman Exhibitor Services Manual provided by Freeman. It is expressly understood that Freeman 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 or entity for the acts or omissions of Freeman including but not limited to all liabilities, damages, actions, costs, losses, claims and expenses arising from products and/or services provided by Freeman.

Contracted Event Management Company – The Pulse Network, Inc. (TPNI)

The Pulse Network, Inc. (TPNI) provides exhibit management and registration services. It is expressly understood that TPNI 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 or entity for the acts or omissions of TPNI including but not limited to all liabilities, damages, actions, costs, losses, claims and expenses arising from products and/or services provided by TPNI.

Virtual Trade Show Provider – MapYourShow

MapYourShow provides an online interactive floor plan and exhibit product listings. It is expressly understood that MapYourShow 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 or entity for the acts or omissions of MapYourShow including but not limited to all liabilities, damages, actions, costs, losses, claims and expenses arising from products and/or services provided by MapYourShow.

Use of Exhibitor Appointed Contractor (EAC)

Exhibitor who plans to appoint its own contractor (an EAC) is responsible for its EAC and that the EAC adheres to all EAC requirements described in Exhibit D. UW&GS strongly recommends Exhibitor does not actually commit to an EAC in order to protect itself until: (1) UW&GS is advised of EAC being considered; and (2) Exhibitor provides EAC with Exhibit D from UW&GS 2016 Application/Agreement for Exhibit Space with assurance from EAC that it can meet all requirements. Exhibitor shall accept full responsibility for the EAC’s adherence to these requirements. EAC will not be admitted to the UW&GS Trade Show Floor if EAC has not met the requirements described in Exhibit D and returned a completed Exhibit D to the UW&GS.

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 Freeman Exhibitor Services Manual.

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, headquarter hotels, and contracted hotel properties for the 2016 UW&GS.

Restricted & Prohibited Booth Activities

EXHIBITOR GRANTS UW&GS THE SOLE DISCRETION TO IDENTIFY AND ENFORCE RESTRICTED AND PROHIBITED BOOTH ACTIVITIES BY ANY OF THE FOLLOWING: RESTRICTION OF EXHIBITOR’S USE OF BOOTH, DISMANTLING OF PART OR ALL OF EXHIBITOR’S BOOTH, REMOVAL OF BOOTH REPRESENTATIVES FROM THE TRADE SHOW AND/OR REDUCTION OR FORFEITURE OF ACCRUED BOOTH POINTS. EXHIBITOR UNDERSTANDS AND ACKNOWLEDGES THAT THE PRICE FOR BOOTH SPACE WOULD BE HIGHER IF UW&GS
DID NOT HAVE THE SOLE DISCRETION TO IDENTIFY AND ENFORCE RESTRICTED AND PROHIBITED
BOOTH ACTIVITIES DESCRIBED BELOW.

Any objections or complaints regarding violations by other exhibitors and/or official exhibitor appointed contractors (EAC) should be
reported immediately to show management at show site.

If you do not understand or have questions about the Restricted and Prohibited Booth Activities described below, please contact
UW&GS. 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.

Restricted Booth Activities

Demonstrations: Exhibitor is permitted to demonstrate the Exhibitor's equipment and to make formal presentations regarding the
product line(s) and/or service(s) in the booth.

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.

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 and post warnings as necessary to prevent accidental injury to spectators. Sound demonstrations should not
exceed 85 decibels. Additionally, demonstrations should only be conducted by qualified personnel.

Goods & Services Displayed: Exhibitor may not advertise or display goods or services other than those designated in the Agreement
for Exhibit Space and either manufactured, distributed or sold by the Exhibitor.

Raffle Drawings are acceptable within a booth, but no public address system will be available or permitted for such Exhibitor activities.

Prohibited Booth Activities

Animals: All animals (excepting designated guide dogs) are strictly prohibited. Upon written request, the UW&GS may consider
approval for animals used by a contracted exhibitor as part of its customary business operation with required licenses and/or permits.
UW&GS has the sole discretion to accept or deny such written requests.

Attention-getting Devices or Activities: Entertainment or amusement, entertainers (inclusive of clowns, magicians, hypnotists,
comedians, actors), dart games, or any other devices or activities that may extend into the aisle and/or compromise the safety of anyone
in the vicinity are prohibited.

Booth Staffing & Early Breakdown: The exhibit must be staffed during all open hours. Packing or removal of equipment, materials, or
any other items and/or vacating a booth will not be permitted during official show hours. Refer to the Early Breakdown section in this
Agreement.

Illuminated Signs: The use of illuminated signs is also not permitted in order to avoid interference with neighboring booths and the
UW&GS’s activities.

Noise: Exhibitor will not be permitted to use loud noises such as video presentations with high volume, bells, sirens, buzzers, any other
device or activity that generates loud noises.

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 Freeman 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.

Selling on the Floor: Conducting actual sales of any product or service on the trade show floor during trade show hours is not
permitted. No actual price tags are to be displayed. Distribution of pricing information in association with the product or service being
displayed is acceptable. This is to comply with existing I.R.S. income tax regulations governing expositions organized by tax-exempt
associations as applicable to the members of UW&GS. 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 requested to
2016 Booth Sharing Application/Agreement for Exhibit Space
Unified Wine & Grape Symposium
January 26–28, 2016 (Exhibits: January 27 & 28)
Sacramento Convention Center, Sacramento, California, USA

do so by UW&GS, Exhibitor understands and agrees that the opportunity to apply for booth space in future years may not be offered by the UW&GS.

If any selling activity occurs as described above, it is a breach of this Agreement and will result in a reduction or forfeiture of accrued booth points determined at the sole discretion of the UW&GS as follows:

1. First time violation – a reduction of a fixed number of accrued booth points for the next year you contract UW&GS booth space as determined by UW&GS.

2. Second time violation – forfeiture of all points accrued at the end of the 2016 trade show. This will result in you and your company not being included in booth pre-sales for the upcoming year trade show. If this occurs, you can opt to be added to the future year wait list.

The Selling of the Floor violations apply whether it occurs in consecutive years or not.

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.

Unsafe Activities: Exhibitor agrees that UW&GS, in its sole discretion, is authorized to instruct Exhibitor to limit or completely stop Exhibitor's unsafe practices. This includes use of devices creating noise, light and/or visual images. It also includes any booth activity the results in a large crowd blocking the adjacent aisle.

Harassment: Exhibitors and all of its officers, directors, employees, members, partners, agents, affiliates, sub-contractors, guests, or invitees are prohibited from harassing others while at the Sacramento Convention Center, headquarter hotels and/or contracted hotels. Harassment includes verbal harassment (epithets, derogatory statements, and slurs); physical harassment (assault and physical interference with activities of others); sexual harassment (sexually motivated verbal or physical conduct), visual harassment (posters, cartoons, and drawings); and innuendo.

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. 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 27, 2016, Exhibitor will not be entitled to a refund.

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.

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 Terms & Conditions along with the 2016 Application/Agreement for Exhibit Space, Exhibit Agreement Instructions, Exhibits A through C, Addendum I (if applicable) and Addendum II (if applicable) constitute the entire agreement between the Exhibitor and UW&GS. The Exhibit Agreement Instructions, Exhibits A, B and C (which includes the sample liability insurance certificate and additional insured endorsement), Addendum I (if applicable) and Addendum II (if applicable) are incorporated into these Terms & Conditions by this reference.

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, strikes, lockouts, labor disputes, embargoes, disruption of utility services, public authority, governmental restrictions, governmental regulations, governmental controls, judicial orders, public enemy, acts of terrorism or war, hostile governmental action, civil commotion, fire or other casualty. 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. If any of these events occur, performance by UW&GS shall be excused without liability or 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.

Governing Law & Forum Selection: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California (without respect to principles of conflict of laws), and the Parties submit to jurisdiction and venue in the State of California, County of Sacramento, in any legal proceeding necessary to interpret or enforce this Agreement or any part of it.

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.

Facsimile & Electronic Signatures: Facsimile and other forms of electronic signatures shall be effective to bind the parties delivering and accepting such signature.
Facility Ceiling/Door Dimensions & Floor Load

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

Floor Load:
Exhibit Halls A–E - 350 lbs. per sq. ft.
3rd Floor Ballroom, Balcony, 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

Freight Elevator Maximum Weight Allowed:
(Weight distribution approval required by Sacramento Convention Center and Freeman.)
15,000 lbs.

Access Door Dimensions:
Balcony and West Lobby - 5’6” wide x 7’8” high
3rd Floor Ballroom and Outdoor Terrace/Tented Pavilion - 5’10” wide x 7’8” high

Labor & Drayage/Shipping

The Freeman Exhibitor Services 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 Freeman Please follow shipping instructions in the Freeman 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 Freeman Exhibitor Services Manual emailed to you by Freeman. 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 24, 2016 until the exhibit areas are vacated on Friday, January 29, 2016. 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, Freeman, the contracted event management company, 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 Exhibits Vouchers. The voucher entitles the guest to enter the exhibit areas during show hours at no additional cost. Exhibits Vouchers are not intended for your sales representatives, your relatives or sales representatives of non-exhibiting companies. Anyone who is not invited by an Exhibitor may pre-register for admission to the exhibit areas only for a fee.

Exhibits voucher promotional codes will not be sent via email.
Primary Contracted Exhibitors: Exhibits Vouchers will be allocated to primary contracted Exhibitors by mail in October (20 for the first standard 10 ft. x 10 ft. booth and 10 for each additional 10 ft. x 10 ft. booth. Large Machinery Booths receive the equivalent based on price per square foot.). Exhibitor may purchase additional quantities of these vouchers. Order forms for purchasing additional vouchers are emailed to exhibitors in October. Voucher order forms received after 5:00 pm on Friday, January 15 will be processed but will only be available for pick-up on show site in the exhibitor registration area on the 3rd floor. UW&GS will not be able to mail voucher orders after this date.

Booth Sharing Exhibitors: Exhibits Vouchers will be available for purchase to booth sharing Exhibitors. An order form will be included with your booth sharing confirmation packet. Additional order forms will be emailed upon request. Voucher order forms received after 5:00 pm on Friday, January 15 will be processed but will only be available for pick-up on show site in the exhibitor registration area on the 3rd floor. UW&GS will not be able to mail voucher orders after this date.

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 username and password. These 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 Exhibitor will also receive two complimentary 3-Day General 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.

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 username and password.

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 Sacramento 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 11, 2015. 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 2016 program. Posters must be setup for display by 9:00 am on Tuesday, January 26. 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.
A walkthrough by show management will begin by 5:00 pm on Tuesday, January 26, 2016. A Notice stipulating any required action will be posted at applicable booths. Any booths not meeting any of the Terms & Conditions by 7:30 am on Wednesday, January 27, 2016 will be in breach of this Agreement and in violation of show standards. This includes exceeding booth height and width restrictions as specified on the booth construction diagrams below.

Space dimensions shown on floor plan are from center line of booth equipment such as side rails and/or back drape. Exhibit structures must be constructed to allow sufficient tolerance on each side for this equipment and for utility service at rear of booth.

**Standard Booth**

**Definition:** One or more standard units in a straight line. If over four (4) feet high, to be confined to area within five (5) feet of the backline.

**Depth:** All display fixtures over four (4) feet in height and placed within ten (10) lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is within five (5) feet of the backline.

**Intent:** Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of his exhibit. Exhibitors with larger space (30 lineal feet or more) should also be able to effectively use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over four (4) feet and within ten (10) lineal feet of a neighboring exhibit is intended to accomplish both of these aims.

**Height:** All standard booths will be confined to a maximum height of eight (8) feet.

**Intent:** Any portion of an exhibit extending above the eight (8) feet of high draped booth background will detract from the overall impact of the exhibit directly behind that booth regardless of how the rear of the offending exhibit is finished.

**Peninsula Booth (Endcap)**

**Definition:** Peninsula booths 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. Peninsula booths are defined as two or more booths on the end of a row of booths.

**Intent:** Each exhibitor is entitled to a reasonable sight line from the aisles.

**Island Booth and Large Machinery Booths**

**Definition:** Island booths are a collection of four or more 10 ft. x 10 ft. booths contracted by one exhibitor with 360 degree aisle access. Large Machinery Booths are designed for the use of exhibitors who represent a piece of machinery that would be unable to fit into a standard booth space without violating the booth construction requirements.

The eight (8) foot height limitation does not apply to Island Booths and Large Machinery Booths. Full use of the floor space is permitted; however, any back walls or drapes set along the outer booth perimeter along the aisle may not be higher than four (4) feet. Double/Quad Large Machinery Booths will also have an eight (8) foot high back wall drape placed on the inner common walls. Booth displays must be finished on both sides. The back side must be draped if your booth display is unfinished on the back. If the exhibitor’s unfinished display is not draped, Freeman will place drape at the exhibitor's expense.

**Intent:** Island booths are designed to allow for exhibitors to enjoy a greater presence at the show. Large Machinery Booths are designed for exhibitors who would be unable to display their product in standard booths. Please note that Large Machinery Booths are not designed to be used as conventional booth spaces.
Unified Wine & Grape Symposium Product and Service Code List

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<tr>
<th>Code</th>
<th>Category</th>
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<td>154</td>
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Products in the "Other" category will not be included in the Product Guide section of the program and the online product list.
Our ability to maintain our insurance as required coverage for this event necessitates that a Certificate of Liability Insurance and Additional Insured Endorsement CG 2026 be provided by Exhibitor. There will be a cost associated with each option below. Failure to meet these insurance requirements is a material breach of the Agreement for Exhibit Space. Please review the Indemnity and Insurance sections in the Terms & Conditions of the Agreement for Exhibit Space.

You may choose one option below:

1. **Current Commercial General Liability Insurance Policy**

   To utilize your current Commercial General Liability (CGL) insurance policy, we suggest contacting your insurance agent to obtain a quote for a certificate of liability insurance and CG 2026 endorsement. **We will only accept a CG 2026 for your endorsement.** [Click here](#) for sample. Your insurance shall be primary and non-contributory to any insurance held by UW&GS. Insurance held by UW&GS shall be excess over your insurance.

   If your insurance provider is unable to issue a CG 2026 for your current Commercial General Liability (CGL) insurance policy, you must purchase a Single Event Liability Policy that will provide you with a certificate of insurance and CG 2026 endorsement for this event. Refer to option 2 below.

2. **Single Event Liability Policy**

   We have identified the following single event liability insurance providers.

   1. **K&K Insurance**

      Premium rate per policy for exhibitors is $168 (US Dollars). [Click here](#) to automatically download the K&K Insurance application, which is specific to UW&GS exhibitors.

   2. **M2 Insurance Services** *(formerly Modern Insurance Concepts Inc.)*

      Premium rate per policy for exhibitors is $139.50 (US Dollars). [Click here](#) to apply for a single event liability policy.

   There is no endorsement of these providers inferred by or business agreement with the Unified Wine & Grape Symposium, LLC. We receive no incentives or financial benefit from these providers.

Please submit your Certificate of Liability Insurance with Additional Insured Endorsement CG 2026 to:

Unified Wine & Grape Symposium, LLC
PO Box 1855, Davis, CA 95617 USA
Fax: (530) 753-3318
Email: insurance@unifiedsymposium.org
2016 EAC (EXHIBITOR APPOINTED CONTRACTOR) RULES AND REGULATIONS AND APPLICATION FOR APPROVAL

Unified Wine & Grape Symposium (UW&GS)
January 26-28, 2016 (Exhibits: January 27 & 28)

Sacramento Convention Center, Sacramento, California, USA

The Unified Wine & Grape Symposium, LLC (UW&GS) recognizes that each exhibitor selects those vendors that it believes will best serve its needs for installation and dismantle of its booth. If an exhibitor chooses to employ an Exhibitor Appointed Contractor (EAC), the UW&GS is willing to support having the EAC on the show floor, as long as it conforms to the rules and regulations of the show and provide appropriate identification.

However, along with the growing number of EAC on the show floor have come numerous added risks such as an increase in liability claims, excess cleaning charges, costs for security, and administration of contracts and insurance. Rather than pass on these added costs to all exhibitors, including those who do not use an EAC, we have implemented a formal process and a fee for EACs. Each EAC hired by an exhibiting company must sign this agreement and pay a $100 fee per booth they are contracted to install and/or dismantle.

An EAC is defined as any company, other than the Official Contractor, Freeman, used by an exhibitor inside the exhibit hall.

1. The EAC must maintain and provide proof of insurance through the terms of the 2016 UW&GS as outlined in this Exhibit D of the 2016 UW&GS Application/Agreement for Exhibit Space. Please Click here for insurance sample. AIE (endorsements) for EAC insurance policies that have blanket language conditional on a contractual agreement cannot be accepted as there is no contract between the EAC and the UW&GS.

2. The EAC must obtain wristbands at the identified location near the Freeman Service Desk onsite at the Sacramento Convention Center for all laborers every day. Wristbands must be worn to gain access to the show floor during official install and dismantle hours.

3. The EAC agrees that they will work in the hall only between the hours specified by the UW&GS and Freeman and will abide by all badging rules established by UW&GS.

4. The EAC is not allowed on the show floor during show hours as an additional safety and security measure.

5. The EAC is permitted to store equipment in the exhibitor’s booth during installation and dismantle only.

6. The EAC may not operate a service desk within the exhibit hall. The EAC must confine its operations within the exhibitor’s booth space.

7. EACs and exhibitors are not permitted to have electric carts or scooters in the building at any time.

8. The operation or use of motorized or mechanical material handling equipment or lifts by exhibitors or their appointed contractors is prohibited.

9. Cameras or photography are prohibited on the exhibit floor without permission from UW&GS.

10. The EAC affirms that they have confirmed work orders from all contracted exhibitors and will not in any manner solicit work from other exhibitors or booths under any circumstances.

11. The EAC under no circumstances will be allowed to remove floor marking tape until the close of the exposition.

12. The EAC must abide by the fire and safety and exhibit hall regulations.

13. All booth designs and structures must conform to the rules and regulations in the exhibitor service manual.
(14) The EAC agrees to abide by all existing union contracts, regardless of dispute from a prior work engagement. Any dispute causing injury of any kind to UW&GS, its agents, contractors, exhibitors or attendees will be the full responsibility of the EAC including, but not limited to, all consequential damages arising out of such a dispute.

(15) The EAC must meet all venue and general service contractor requirements in order to participate in the UW&GS.

(16) The EAC agrees to pay all reasonable costs incurred by the UW&GS official service contractor (Freeman) in connection with the EAC’s operation that would not have been incurred otherwise.

(17) UW&GS has no responsibility whatsoever for any property at the event or any financial obligation of the EAC under any circumstances.

(18) The UW&GS reserves the right, in its sole discretion, to withhold approval or to dismiss from the show, any service contractor whose participation in the show may, in the opinion of show management, lead to strikes, picketing, other labor action directed at the show, other disruption of the show, noncompliance with the Freeman exhibitor manual or the UW&GS 2016 Exhibitor Contract/Application, or interference with any of the exhibitors.

(19) The EAC agrees to indemnify and hold harmless the UW&GS LLC, Freeman, the City of Sacramento and the contracted event management company.

Name of UW&GS Exhibitor(s) Contracted by your EAC:

Printed Name of an authorized EAC Company Employee:

Please return form to:
2016 Unified Wine & Grape Symposium
PO Box 1855
Davis, CA 95617 USA
Email: info@unifiedsymposium.org
Phone: 530-753-3142 Fax: 530-601-5317
2016 EAC (EXHIBITOR APPOINTED CONTRACTOR)
INFORMATION & CREDIT CARD AUTHORIZATION FORM

Unified Wine & Grape Symposium (UW&GS)
January 26-28, 2016 (Exhibits: January 27 & 28)
Sacramento Convention Center, Sacramento, California, USA

PLEASE COMPLETE, SCAN, AND RETURN THE FOLLOWING FORM TO:
info@unifiedsymposium.org or fax to 530-601-5317 no later than January 4, 2016.

EAC INFORMATION

EAC Contact name and title:

EAC Company:

EAC Full Address:

EAC Telephone Number:

EAC Contact Email Address:

Exhibiting Company Name: Exhibiting Company Booth Number:
Exhibiting Company Name: Exhibiting Company Booth Number:
Exhibiting Company Name: Exhibiting Company Booth Number:
Exhibiting Company Name: Exhibiting Company Booth Number:
Exhibiting Company Name: Exhibiting Company Booth Number:

Please return form to:
2016 Unified Wine & Grape Symposium
PO Box 1855
Davis, CA 95617 USA
Email: info@unifiedsymposium.org
Phone: 530-753-3142 Fax: 530-601-5317

EAC CREDIT CARD INFORMATION

Accepted credit cards:

Card Number
Expiration Date
CVC Code

Total amount to be charged = $100.00 (USD) x ______ (Number of Exhibiting Companies contracted by EAC)

Please Print Cardholder’s Name
Authorized Signature [Authorizes Charge on Credit Card]
Please submit your certificate of liability insurance with the following requirements:

1. General Liability minimum insurance limits in US Dollars as listed.
2. Insurance Company must be located and licensed to do business in the USA.
3. The EAC must be listed as the Insured Name on the certificate.
4. Occur box must be selected for Type of Insurance.
5. Additional Insured box must be selected.
6. Policy number for each type of insurance (General Liability, Automobile Liability & Workers Compensation)
7. Policy period for each type of insurance must cover the dates of the show week (Jan. 24-29, 2016).
8. Automobile Liability minimum insurance limit in US Dollars as listed.
9. Workers Compensation insurance as required by California law.
10. Name event, dates and endorsement form #.
11. Additional insured endorsement (Form CG 2026) must be attached to the certificate (see next page).

These requirements are per the 2016 Application/Agreement for Exhibit Space.

See next page for Endorsement Form CG 2026 sample.
Exhibitor Appointed Contractor (EAC)

Additional Insured Endorsement CG 2026 Sample

Please submit your Additional Insured Endorsement Form with your Certificate of Liability Insurance issued for your current CGL policy. All sections must be completed as done in the example and in English.

Your Additional Insured Endorsement Form CG 2026 must list the following:

1. Unified Wine & Grape Symposium, LLC
2. City of Sacramento
3. Sacramento Convention & Visitors Bureau
4. The Sacramento City Public Facilities Financing Corp
5. Freeman
6. The contracted event management company

These requirements are per the 2016 Application / Agreement for Exhibit Space.

The event will be held at the Sacramento Convention Center, 1400 J Street, Sacramento, CA 95814

Note: Your insurance carrier must be located in and licensed to do business in the U.S.A

Submit Endorsement with Certificate to:
Unified Wine & Grape Symposium
PO Box 1855, Davis CA 95617 USA
Phone: 530-753-3142• Fax: 530-601-5317
Email: insurance@unifiedsymposium.org
**Important Dates**

Unified Wine & Grape Symposium  
January 26–28, 2016 (Exhibits: January 27 & 28)  
Sacramento Convention Center, Sacramento, California, USA

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**Exhibitor Materials**

- Supplier Poster Presentation Submission Deadline: Friday, December 11, 2015
- Exhibitor Appointed Contractor (EAC) Deadline to Notify UW&GS: Friday, December 18, 2015
- Printed Program & Exhibit Directory Deadline: Friday, January 15, 2016
- Booth Sharing Contract/Application Submission Deadline: Tuesday, January 19, 2016
- Pre-Registration Deadline: Tuesday, January 19, 2016

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**Installation Schedule**

**Large Machinery Booths**

- Sunday, January 24, 2016: 10:00 am–5:00 pm
- Monday, January 25, 2016: 8:00 am–3:00 pm

**All Other Booths**

- Monday, January 25, 2016: 3:00 pm–8:00 pm
- Tuesday, January 26, 2016: 8:00 am–5:00 pm
  - (all crates must be available for removal by 4:00 pm)
  - (exhibitor may work in their booth until 8:00 pm)

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**Dismantling Schedule**

(all exhibit materials must be packed and ready for removal no later than the time referenced below)

**West Lobby, 2nd Floor Balcony, 3rd Floor Ballroom & Outdoor Terrace/Tented Pavilion**

- Thursday, January 28, 2016: 4:15 pm–10:00 pm

**Halls A–E**

- Thursday, January 28, 2016: 4:15 pm–10:00 pm
- Friday, January 29, 2016: 8:00 am–2:00 pm