

Exhibitor Agreement
Celiac Disease Foundation Gluten-Free EXPO
June 8 – June 9, 2019
Pasadena Convention Center

In consideration of the mutual covenants contained herein, Celiac Disease Foundation (hereinafter referred to as "CDF") does hereby enter into this Agreement with the undersigned (hereinafter referred to as the "Exhibitor"). Exhibitor does hereby lease from CDF exhibit space and purchase services at the 2019 CDF National Conference and Gluten-Free EXPO subject to the terms of this CDF Gluten-Free Expo Exhibitor Agreement.

EXHIBIT DATE AND HOURS: The exhibition will be open Saturday, June 8, 2019 from 10:00 AM to 3:00 PM and Sunday, June 9, 2019 from 10:00AM to 3:00 PM at the Pasadena Convention Center Exhibit Hall A.

RATES AND REFUNDS: The Exhibitor agrees to reserve exhibit space from CDF as detailed in the 2019 Exhibitor/Sponsor packet. Base exhibit space will be charged at the rate of \$800 per 10' x 10' pipe and drape booth. Sponsor booths will be assigned to Sponsors unless otherwise specified by CDF. Base exhibit space includes: 8' high back wall, 3' high side rail, one (1) 6' topped and draped table, two (2) chairs, one (1) wastebasket), one (1) 7"x 44" identification sign, five (5) Exhibitor badges. Full payment is due at time of registration. If space is cancelled before January 31, 2019 a full refund of monies will be paid—less a \$100 handling fee. If space is cancelled after January 31, 2019, no refund will be given. Under all circumstances, CDF reserves the right to re-sell any exhibit space cancelled by the Exhibitor. In the event that the Pasadena Convention Center is damaged or destroyed by fire, the elements, or any other cause; or if circumstances beyond CDF's control make it impossible to conduct the EXPO, then CDF shall not be liable further to perform under this contract and reserves the right to cancel the EXPO. In such event, the Exhibitor shall be reimbursed the total exhibitor fee.

REGISTRATION REQUIREMENTS: To reserve exhibit space, the Exhibitor agrees to provide **CDF** all of the following:

1. Completed Registration Form and registration fee paid in full
2. Signed and dated Exhibitor Agreement
3. Complete listing of exhibit personnel
4. Complete listing of products, with ingredients and materials to be displayed or provided.
5. Copy of company's Certificate of Liability Insurance (see Insurance for full requirements)

To be allowed to sample food or beverage products or sell food or non-alcoholic beverage products, the Exhibitor agrees to provide to **Pasadena Public Health Department** all of the following by May 17, 2019:

1. Completed Temporary Food Facility (TFF) Application
2. Credit Card Authorization Form

Please Note: Only Exhibitors who obtain the required approvals and permits will be allowed to sample or sell food and beverage products. No refunds will be granted to Exhibitors who fail to obtain the required approvals and permits.

USE OF EXHIBITOR MARKS: The Exhibitor grants to CDF a royalty-free, nonexclusive license to use and display only the logos, trademarks and trade names associated with the Exhibitor.

CODES AND AGREEMENTS: The Exhibitor assumes full responsibility for compliance with local, state and federal laws relating to fire protection, safety and health regulations, utility and building codes, commerce, and all conditions that would differ from those approved by commonly held requirements of insurance carriers, or the owners or managers of the Pasadena Convention Center.

ASSIGNMENT OF SPACE: Exhibit space assignments are made on a first-come, first-served basis. Space assignments will be made based on the order of receipt of a completed contract, required documentation, and payment in full. No space will be held without full payment. CDF, in the event of conflicts regarding available space requests or conditions beyond its control, reserves the right to rearrange the floor plan. Exhibitors may still submit registration for booth space after May 17, 2019, however, inclusion in the on-site recognition cannot be guaranteed.

SPACE RELOCATION: All or any part of the space herein above designated is subject to reassignment or rearrangement by CDF for the purpose of consolidation of display space or for any reason. CDF may also assign or reassign space to an Exhibitor as it deems to be required by virtue of the need of the Exhibitor for water, drain, gas, electricity, air, steam, or other services and the availability, capacity, and location of these services. The judgment of CDF with respect to such reassignment or rearrangement of space shall be final although the square footage occupied by the Exhibitor resulting there from shall not be reduced or increased substantially without consent of the Exhibitor. If space is so reduced or increased, the amount of the rent payable shall be appropriately adjusted.

SUBLETTING OF SPACE: No Exhibitor shall, without written consent of CDF, assign, sublet, or apportion any space contracted hereunder, or show in such space any article other than those manufactured or sold by the Exhibitor without obtaining the written consent of CDF, and shall not promote items other than those manufactured or sold by it and the regular course of business and shall not place any names signs, or courtesy cards on any equipment loaned it for demonstration purposes unless the supplier of such equipment is also an Exhibitor.

UNOCCUPIED SPACE: Should any space be forfeited due to a breach of terms of this contract, CDF reserves the right to assign said space to another Exhibitor or use said space in any other manner. This provision shall not be construed as affecting the Exhibitor's obligations to pay the full amount specified in the contract for space rental, or in any way give to the Exhibitor a right of off-set.

FOOD DEMONSTRATION REQUIREMENTS

Permit Requirements:

Exhibitor complete and submit the Temporary Food Facility Application and applicable fees at least three weeks prior to the event date. The health permit fees for 2019 are:

Temporary Food Facility Type	Single Event
Prepackaged Food Only Booth	\$ 73.00
<ul style="list-style-type: none">Includes booths which offer closed containers of alcohol.	
Prepackaged Food with Sampling Booth	\$101.00
<ul style="list-style-type: none">Includes booths which offer sampling of beer or wine from a keg, bottle, or can. This also applies to mixed cocktails that are premade at an approved kitchen and dispensed from an enclosed receptacle with a pour spout at the booth	
Food Preparation Booth	\$168.00
<ul style="list-style-type: none">Includes booths which mix, muddle or shake alcohol-based beverages at the booth.	

No health permits will be issued the day of the event. Temporary Food Facilities found operating without a permit will be subject to closure. Health permit costs to be paid by Exhibitor. Late fees will be assessed after May 17, 2019.

Food Booth General Requirements:

1. All prepackaged and food preparation booths must obtain a Temporary Food Facility permit.
2. The Temporary Food Facility health permit must be posted in the booth at all times. The permit is not transferable and is valid only for the specific time period and location.
3. All foods shall be obtained from sources approved by the Pasadena Public Health Department. No foods from a private home shall be used, unless the product is non-potentially hazardous and approved to be prepared at a home that is registered as a Cottage Food Operation.

4. The food displayed for customer sampling shall be individually portioned into single-use containers. There shall be constant supervision of food displayed. There shall be no bare hand contact of ready-to-eat food.
5. All foods, utensils and other related items must be stored at least six (6) inches off the ground and adequately protected from contamination while being transported, stored, prepared, displayed and served.
6. All equipment and utensils must be smooth, non-absorbent, easily cleanable, and made of non-toxic materials. Ice chests shall be easily cleanable, leak proof, smooth, and non-absorbent. Use of Styrofoam type ice chests shall not be allowed.
7. All equipment and utensils utilized for food sampling shall be properly washed, rinsed and sanitized at a Pasadena Public Health Department approved food establishment prior to use.
8. All prepackaged foods offered for sale must be properly labeled.
9. Potentially hazardous foods that are held at or below 45°F for up to 12 hours in any 24-hour period, or at or above 135°F, are to be destroyed at the end of the operating day, unless foods have been continuously held under mechanical refrigeration at or below 41°F.
10. Pasadena Public Health Department approved hot and cold holding equipment shall be provided to ensure proper food temperature control during transportation, storage, and operation.
11. Ice used for refrigeration purposes shall not be used for consumption in food or beverages.
12. A suitable and an accurate small-diameter probe thermometer shall be available.

Food Preparation Requirements

1. The Person-in-Charge (PIC) shall have adequate knowledge of, and shall be properly trained in, food safety principles as it relates to their assigned duties.
2. A shared sink will be provided and sanitizer is “Quaternary Ammonia” and shall be used to properly wash, rinse and sanitize the utensils and equipment to be used in the preparation of the food to be sampled.
3. Hand washing facilities must be provided in each booth. Hand wash facilities include warm water (provided in an insulated container with a free flowing pour spout), a bucket to catch the wastewater, liquid pump soap, and single service paper towels.

PERMISSIBLE EXHIBITS: All business activities of the Exhibitor at the exhibit hall must be within the Exhibitors allotted exhibit space. In connection with the Exhibitor’s distribution of food and/or beverage:

1. All products must be commercially prepared and meet FDA requirements. In addition, products promoted as gluten-free must meet the requirements set forth by the FDA on gluten-free labeling.
2. Exhibitors must display in their exhibit, ingredient lists for all food and beverage item sampled or sold.
3. Exhibitors must obtain permission to sample food and/or beverages by completing and submitting the Temporary Food Facility (TFF) Application and Credit Card Authorization Form in person, by accessing the online portal, or by email to Joseph Pham, jpham@cityofpasadena.net or faxed to (626) 744-6116 attention, Joseph Pham. Payment is due at time of submission. Checks are not accepted.
4. Only Exhibitors who obtain the required approvals and permits will be allowed to sample food and beverage products.
5. Food and beverage manufacturers must serve only sample size portions of their own products, and these samples must be served at least two feet inside the booth. Sample size is defined for non-alcoholic beverages as not more than one (1) ounce of product served in a maximum two (2) ounce container. Sample size is defined for alcoholic beverages as limited to two (2) one (1) ounce pours per person. Sample size is defined for food items as “bite size.”
6. Equipment manufacturers who require a food or beverage product served to demonstrate their equipment may do so only in sample size portions.
7. All foodstuffs must be prepared within the requirements of the City of Pasadena Fire Department. The use of propane, butane, open flame warmers or other combustible bottled gas is prohibited. Anyone cooking must have a fire extinguisher in the booth.
8. Exhibitors may award door prizes through their exhibit space. Shipping of prizes to recipients will be the responsibility of the Exhibitor.

9. Exhibitors approved by CDF to include product samples and promotional items in each registration bag must be sent to TotalExpo, Inc., Show Contractor unless prior arrangements are made with CDF.
10. Exhibitors approved by CDF to donate raffle baskets must provide such items to the CDF Office no later than May 17, 2019 unless prior arrangements are made with CDF.
11. Exhibitors approved by CDF to donate food and/or beverage products must make arrangements with the CDF office for delivery of products.
12. Exhibitor product approved by CDF to display and give-away at registration must be sent to TotalExpo, Inc., Show Contractor.
13. CDF reserves the sole and absolute right to determine which firms, products and materials are appropriate in its judgment for inclusion in the EXPO and to refuse, cancel, or restrict any applicant or exhibit which CDF considers undesirable for any reason.

SERVICES: Freight, decorating, drapery, additional furniture rental, sign painting, labor and carpet will be handled by TotalExpo, Inc., Show Contractor. An exhibitor kit in electronic format will be made available approximately two months before the EXPO. The Exhibitor shall provide only the material and equipment, which he owns and is to be used in his exhibit space. All other items used in the booth are to be provided through arrangements with the Show Contractor. Electrical, plumbing, compressed air and other utility services needs are to be provided through arrangements with Edlen Electrical Exhibition Services. Electrical forms will be included in the exhibitor kit. Internet needs are to be provided by arrangements with PSAV, the exclusive in-house service provider. Payment for service provided to the Exhibitor by Contractors is the responsibility of the Exhibitor. All services must be ordered in advance. Operation of audio/visual equipment will be permitted if maintained at conversational levels and if not objectionable to neighboring Exhibitors. CDF reserves the right to restrict the use of any equipment or broadcast deemed offensive.

CENTERPLATE – Exhibitors must contact Lanese Cotton, Senior Catering Sales Manager, Pasadena Convention Center's exclusive catering department, lcotton@pasadenacenter.com, Phone 626-793-2122 ext. 324, Direct 626-817-5635, Fax 626-795-9656 to arrange for storage and/or refrigeration needs. Centerplate will not accept product more than two business days prior to the show. Deliveries must be clearly marked with the name of the company and if the contents are for the Exhibit or for one of the meals.

INSTALLATION OF EXHIBITS: Hours of installation of exhibits are Friday, June 7, 2019 from 12:00 PM to 4:30 PM and Saturday, June 8, 2019 from 6:30 AM to 9:30AM. All Exhibitors must be fully operational by Saturday, June 8, 2019 at 9:00AM. **No show materials or freight may be shipped directly to the Pasadena Convention Center.** Exhibitors with passenger cars, must arrive at the scheduled move-in time at the Pasadena Convention Center loading dock, accessible from the west side of the Center, via Marengo Avenue (128 S. Marengo Ave. – between Green St and Cordova St.) Early arrivals may park in the Center parking garage at prevailing rates. Oversize vehicle loading/parking will be available on the south side of the loading dock. All vehicles entering and exiting the loading dock will be required to drive in head first. The southwest corner of the loading dock has been designated as a turnaround area. Vehicles will be able to use this area to turn around in order to back into the loading bays. Exhibitors have 30 (thirty) minutes to unload. Only freight doors and freight elevators may be used. The Center prohibits the use of the main lobbies, side doors and passenger elevators for move-in and move-out activities.

REMOVAL OF EXHIBITS: Exhibitors will complete arrangements for prompt pick up of all outbound shipments and remove the exhibit at the time specified by CDF for removal of exhibits. All exhibits must remain intact until 3:00 PM Sunday, June 9, 2019. Exhibitors expressly agree not to begin packing or dismantling until such time. All Exhibits must be completely removed from the Exhibition Hall by 5:00 PM, Sunday, June 9, 2019. Exhibitor agrees to use only freight doors and freight elevators for move-out activities. Exhibitor agrees that all materials and equipment furnished by CDF, Pasadena Convention Center or Show Contractors shall remain their property and shall be removed by their personnel after close of the exhibition.

BOOTH CONSTRUCTION AND ARRANGEMENT: No special signs, booth construction, apparatus, equipment, lighting fixtures, etc. will be permitted to extend above 8 feet. Exhibit material must not be set up so as to interfere with the view into adjoining booths. All materials must conform to local building, electrical, and fire department codes and regulations. Inflammable or other dangerous fluids, substances, materials, equipment or other items the use of which is in violation of city, county or state laws or regulations shall not be used in any booth. Exhibitors must use flame-resistant decorative materials. The Venue does not allow signs, decorations and related materials to be taped, tacked, stapled, nailed or otherwise affixed to painted surfaces, columns, fabrics, windows, ceiling or decorative walls. Venue permanent signs or banners may not be blocked in any manner. Temporary signs may not be attached to permanent Venue signage. No confetti, glitter, candelabras, or for or haze machines are allowed. Helium balloons and adhesive backed decals and stickers may not be distributed, sold or released inside the Venue. All labor costs associated with the removal of these items will be charged to the Exhibitor.

CARE OF EXHIBIT BOOTH: The Exhibitor must, at his own expense, maintain and keep in good order the exhibit space contracted. The Exhibitor shall maintain and conduct the exhibit in a neat, clean, orderly and safe manner. The Exhibitor shall keep an attendant in its display during the hours of the exhibition and must surrender the space occupied by it in the same condition, as it was at the commencement of the occupation, ordinary wear accepted. Exhibitor shall be responsible for damage to property.

EXHIBITOR PERSONNEL: The Exhibition is limited to individuals, business firms, manufacturers and dealers who have contracted and paid for space assignments. Each Exhibitor shall furnish CDF with the names of its representatives. The Exhibitor and its representatives are required to wear identification badges throughout the exhibition period. The badges are not transferable, and CDF reserves the right to withdraw the use of any badge used to gain admission to the Exhibition by any person other than the one for whom it was issued. Unless approved by CDF in advance, each Exhibit space is limited to a maximum of one (1) company, five (5) badges and one (1) Exhibitor Program listing. Additional Exhibit badges are \$75 each.

ORDER TAKING: With the exception of alcoholic beverages, Exhibitors will be allowed to sell merchandise from the floor as well as take orders. Exhibitors selling food or non-alcoholic beverage products are required to obtain a Temporary Food Facility permit, complete and submit the Temporary Food Facility Application and applicable fees at least three weeks prior to the event date.

CALIFORNIA STATE SALES TAX: Exhibitors will be responsible to collect and return to the California State Board of Equalization the required sales taxes for taxable items. The website for information is www.boe.ca.gov.

SOCIAL FUNCTIONS AND HOSPITALITY SUITES: Any social functions scheduled during CDF's EXPO must be approved by CDF. Social functions are allowed only during hours free of programming. Social functions in public spaces will not be permitted (the exception being those co-sponsored by CDF).

LIABILITY: Neither CDF, the Pasadena Convention Center, the City of Pasadena, Show Contractors, or any of its officers, agents or employees, shall be held liable for any damage, loss, harm or injury to the person or property of the Exhibitor or any of their officers, agents or employees, resulting from theft, fire, water, accident or any other cause. The Exhibitor shall indemnify, defend and hold harmless CDF, the Pasadena Convention Center, the City of Pasadena and any of their officers, agents or employees, from any and all claims, demands, suits, liability, damages, losses, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of any action or failure to act on part of the Exhibitor or any of its officers, agents, or employees.

INSURANCE: All property of the Exhibitor is understood to remain under his custody and control in transit to or from or within the confines of the Pasadena Convention Center. CDF shall not be obligated to carry any insurance for the benefit of the exhibitors. Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000.00 in the Aggregate and \$1,000,000.00 per

occurrence. Products and Completed Operations hazard must be included. The policy shall reflect the following:

- a. Celiac Disease Foundation, Pasadena Center, the City of Pasadena and their respective Officers, Directors and Employees named as additional insureds.
- b. Celiac Disease Foundation, Pasadena Center, and the City of Pasadena named as additional loss payees.

The Exhibitor shall furnish proof of such insurance to CDF at time of registration. In addition, the Exhibitor acknowledges that neither the Pasadena Convention Center, nor its owners and operators maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

VIOLATIONS: Any violation of any of the rules and regulations by the Exhibitor shall give CDF the right at its option to terminate the right of the Exhibitor to occupy space and CDF may re-enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk, and the Exhibitor shall pay all expenses and all damages which CDF may incur, and forfeit all monies paid or due to CDF on account thereof. Exhibitor waives the service of written notice to re-enter and terminate.

GENERAL: These rules and regulations are to be construed as a part of the agreement between the Exhibitor and CDF. CDF reserves the right to interpret all matters and questions not covered by the rules and regulations. These rules and regulations may be amended at any time by CDF, and all amendments shall be equally binding on all parties affected by them as the original rules and regulations. Written notice will be given by CDF to those Exhibitors affected by them.

I have read, understand and agree to the CDF Gluten-Free EXPO Exhibitor Agreement. I have retained a copy for my reference.

Authorized Signature: _____ Date: _____

Printed Name: _____

Email Address: _____

Company Represented: _____