



PRESENT
FANCY FOOD SHOW

Summer Fancy Food Show 190534

International Application & Exhibit Space Contract

66TH SUMMER FANCY FOOD SHOW • JUNE 28-30, 2020
JAVITS CENTER, NEW YORK • FANCYFOODSHOWS.COM

1. EXHIBITOR INFORMATION

EXHIBITOR COMPANY NAME Philippines Center for International Trade Expositions and Missions
 WEBSITE http://www.citem.com.ph
 COMPANY CONTACT Leilani Santiago COMPANY CONTACT EMAIL lsantiago@citem.com.ph
 PHONE +632 8312201 FAX _____
 ADDRESS Golden Shell Pavilion, Roxas Boulevard corner Sen. Gil Puyat Avenue. CITY Pasay City
 STATE/PROVINCE _____ POSTAL CODE 1300 COUNTRY Philippines
 SHOW/ONSITE CONTACT Nicanor Bautista EMAIL newyork@dti.gov.ph CELL _____

2. BOOTH SPECIFICATIONS, RATES & PAYMENT TERMS

BOOTH RATE: \$38 PER SQUARE FOOT: Corner Space Fee: Additional \$400 (per each 10 x 10 booth) for exhibitors requesting and assigned a corner booth.

SUBMITTING YOUR APPLICATION ON OR BEFORE DECEMBER 31, 2019 REQUIRES 40% OF TOTAL COST 100% OF TOTAL COST due February 1, 2020	SUBMITTING YOUR APPLICATION ON OR AFTER JANUARY 1, 2020 REQUIRES 100% OF TOTAL COST
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CALCULATE SIZE OF BOOTH & TOTAL COST Booth size minimum is 10'x10'	10 x 10 = 1000	x \$38 =	\$ 38000	\$	
	DEPTH WIDTH	TOTAL SQ. FOOTAGE	PER SQ FOOT	TOTAL COST OF BASE BOOTH	*TOTAL COST IF PREMIUM CORNER BOOTH*

PREFERRED BOOTH LOCATIONS View floor plan at fancyfoodshows.com
 1st choice (2112,2110,2108,2106,2104,2213,2211,2209,2207,2205)

Booth Space Assignments for Pavilion: Exhibit space assignments are made on a first-come, first-served basis according to their priority.

EXHIBIT SPACE QUESTIONS? Contact the following:
 Allison Alessi at aalessi@specialtyfood.com or (646) 878-0146

3. PAYMENT

- If paying initial deposit by check, make check payable to:**
- Specialty Food Association (The Specialty Food Association only accepts U.S. Funds drawn on U.S. Banks.)
 - If applicable, please include your Member ID number as a note on the check.
 - Send check payment to:
 Specialty Food Association
 136 Madison Ave, 12th Floor, New York, NY 10016
 Attention: Finance Department
- If initial deposit payment was made by credit card:**
 You will receive an electronic receipt.
 - For paying any remaining balance by credit card:**
 Please go to:
https://sff2020.exh.mapyourshow.com/6_0/payments/login.cfm
 - Payment Questions?**
 email: finance@specialtyfood.com
- WIRE TRANSFER DETAILS**
 Bank Name: JPMorgan Chase Bank NA
 Branch Address: 4 Metrotech Center, Floor 22 Brooklyn, NY 11245 ABA
 Routing#: 021000021 Account#: 6302440474
 Swift Acct#: CHAS US 33 Account Name: Specialty Food Association

4. SIGNATURE AGREEMENT

By signing below, the undersigned hereby acknowledges that he/she (a) has all necessary authority to sign this International Application and Exhibit Space Contract on behalf of the Exhibitor, and (b) has read, understands, and agrees to be bound by the provisions of this International Application and Exhibit Space Contract, including those contract TERMS AND CONDITIONS on the reverse side (collectively, this "Agreement"). The undersigned further acknowledges that failure to abide by this Agreement, and/or the rules set forth in the Exhibitor Manual, may result in the loss of Exhibitor's exhibit privileges without recourse or refund. COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OF INTERIM PAYMENTS OR DEPOSITS BY THE SPECIALTY FOOD ASSOCIATION, INC. SHALL BE CONSTRUED AS ACKNOWLEDGEMENT OF PAYMENT IN FULL OR A GUARANTEE OF SPACE.

AUTHORIZED SIGNATURE DATE _____
 NAME (PLEASE PRINT) PAULINA SUACO-JUAN TITLE Executive Director
 MALERNA C. BUYAO
 OIC-Controllership Division
 WITNESS

EXHIBIT SPACE CONTRACT TERMS AND CONDITIONS

1. Binding Contract. Exhibitor hereby submits to Specialty Food Association, Inc. ("SFA") this application (the "Application") for the rental of exhibit space ("Exhibit Space") and the operation of one or more booths ("Booth(s)") at the Fancy Food Show referenced in Section A above (the "Show"). Exhibitor hereby agrees to be bound by all of these Exhibit Space Contract Terms and Conditions (the "T&Cs"), including those on the Application (collectively, the "Contract"), and to observe all rules and regulations set forth in the Exhibitor Manual located on SFA's website at www.specialtyfood.com (collectively, the "Rules"), which such Rules are incorporated herein and made a part of this Contract by reference thereto as if set forth directly herein. All undefined capitalized terms in the Rules have the meanings set forth herein. In the event of a conflict between the provisions of this Contract and the Rules, this Contract shall govern.

2. Contract Acceptance. This Contract shall not be binding upon SFA unless and until this Application is accepted by SFA. Deposit of Exhibitor's check or the receipt by SFA of any form of payment by or on behalf of Exhibitor shall not constitute acceptance of this Contract by SFA.

3. Exhibitor Eligibility. Only the following persons or entities are eligible to apply for Exhibit Space and/or to operate a Booth at the Show: (a) Members of SFA in good standing or any non-member approved by SFA (i.e. Incubator Village or New Brands on the Shelf exhibitors); (b) government agencies or organizations approved by SFA; (c) companies exhibiting as part of an international pavilion, government agency or organization, or other trade group that have entered into a written agreement with SFA (or the applicable pavilion or other section organizer) in accordance with the terms herein, whereby such company shall have agreed to be bound by these T&Cs and the Rules; and (d) non-U.S. companies that are not SFA members and are otherwise approved by SFA. SFA reserves the right in its sole discretion to reject any application for Exhibit Space and/or Booth space and/or to deny participation in the Show to any person or entity.

4. Cancellation and Refund. Cancellation requests must be made in writing. (a) Cancellation and Refund Provisions Applicable to Members. Exhibitor may cancel this Contract at any time until October 31, 2019 and receive a full refund of any deposit. An Exhibitor who cancels this Contract on or after November 1, 2019 must pay a cancellation fee as described below. Cancellation requests must be made in writing and are subject to the following provisions: (a) cancellations and booth downsizes received from November 1, 2019 through January 31, 2020 are subject to a cancellation fee equal to 15% of all payments received; and (b) cancellations and booth downsizes received from February 1, 2020 through May 24, 2020 are subject to a cancellation fee equal to 50% of all payments received. No refund will be given for cancellations or booth downsizes after May 24, 2020. (b) Cancellation and Refund Provisions Applicable to Incubator Village Exhibitors and New Brands on the Shelf Exhibitors. Incubator Village Exhibitors and New Brands on the Shelf Exhibitors may cancel this Contract at any time through April 30, 2020 and receive a full refund of any deposit. If an Incubator Village Exhibitor or New Brands on the Shelf Exhibitor cancels this Contract on or after May 1, 2020, no payments made hereunder will be refunded to Exhibitor. (c) Cancellation and Refund Provisions Applicable to International Exhibitors and Pavilion Organizers. Exhibitor may cancel this Contract at any time before October 31, 2019 and receive a full refund of any deposit. If Exhibitor cancels this Contract on or after October 31, 2019, no payments made hereunder will be refunded to Exhibitor. Additionally, no refunds will be given for Booth space reductions made on or after October 31, 2019.

5. Delinquent Payment. Payments are due and payable per the "BOOTH SPECIFICATIONS, RATES & PAYMENT TERMS" section of the Application. Failure to pay in accordance with such terms may result in the cancellation of any Exhibit Space and/or Booth space reservation, and forfeiture of all deposits and other payments made hereunder.

6. Default in Occupancy. If Exhibitor fails to begin installation of the Booth by 3:00 p.m. on the day before the opening day of the Show, SFA, in its sole discretion, reserves the right to: (a) have Exhibitor's display installed at Exhibitor's expense or (b) take possession of the Exhibit Space for such purposes as SFA may see fit.

7. Bag Distribution. Exhibitors wishing to provide self-promotional bags may be permitted to do so, but must recognize that these items are not acceptable substitutes to be used in place of the one (1) official SFA tote bag for transporting samples from the Show floor. The SFA discourages the distribution of self-promotional bags, as it may cause frustration to attendees who mistakenly utilize such a bag for samples and are then required to transfer samples to the one (1) SFA-issued tote when exiting the floor. SFA may revoke the right of any Exhibitor to provide self-promotional bags at any time in its sole discretion.

8. Booth, Display & Decoration. (i) Booths must be installed and operated in conformance with the Rules; Exhibitor will be required to fix any non-conformance at its own expense. (ii) Booth displays are limited to the promotion of products or services which, in the sole judgment of SFA, will enhance the Show. SFA reserves the right to determine the eligibility of any displays. (iii) SFA has the right to alter or remove, or to cause Exhibitor to alter or remove, any Booth decoration at Exhibitor's expense. For more guidance regarding Booths and their installation, decoration, operation and removal, consult the Rules.

9. International Booths. Booths of non-U.S. exhibitors that are not SFA members must be located within the International area of the Show. Such exhibitors must observe the "International Booth Regulations" in the Rules and enter into a separate agreement with SFA and/or the applicable pavilion or other section organizer with respect to the rental of their booth space.

10. Food and Beverages. Exhibitor must be aware of and observe all applicable laws and regulations when serving food or beverages at the Booth, including but not limited to alcohol control regulations. For additional guidance regarding food and beverages, consult the Rules.

11. Exhibitor Personnel. Booth representatives shall be restricted to Exhibitor's employees and authorized representatives ("Personnel") who are 16 years of age or older. All Personnel shall, at all times, wear proper badge identification furnished by SFA. SFA may limit the number of Personnel. The Booth must be staffed by Exhibitor during all open hours of the Show. Exhibitor and Personnel may conduct business at the Show only within the confines of Exhibitor's Booth(s). SFA reserves the right to determine whether the behavior and/or attire of Personnel are acceptable and in the best interests of the Show. Exhibitor shall be responsible for the

actions and inactions of its Personnel or any breach of the terms of this Contract by such Personnel.

12. Exhibitor Conduct. Exhibitor shall conduct and operate its Exhibit Space and Booth(s) so as not to disturb any other person or interfere with other exhibitors or the Show. Any such activity is strictly prohibited and SFA may eject from the Show any person causing disturbance or remove any articles interfering with others or the Show at its sole discretion.

13. Resolution of Disputes at the Show. In the event of a dispute or other altercation at the Show between Exhibitor and any attendee, exhibitor, SFA or other Show representative, contractor, worker or any other person, Exhibitor agrees to comply with any and all directions given by SFA in order to maintain order and decorum at the Show.

14. Show Venue Regulations. Exhibitor shall observe all rules prescribed by the owner of the Show venue ("Facility"). For more guidance on this subject, consult the Rules.

15. Applicable Laws. Exhibitor warrants that it shall observe all applicable laws and regulations, including but not limited to all applicable fire and safety laws and regulations, in connection with its obligations under this Contract, including without limitation in all uses of its Exhibit Space and when installing and operating the Booth(s). For more guidance regarding fire safety, consult the Rules.

16. Official Directory. SFA shall not be responsible for any errors or omissions in any listings, directories, guides or promotional materials related to or in connection with the Show and Exhibitor hereby releases SFA from any liability in connection therewith.

17. Assignment and Subleasing. Exhibitor may not assign this Contract or any of Exhibitor's rights or obligations under this Contract. Exhibitor may not sublet the Exhibit Space, any Booth, or any part thereof, or permit its use by any other person or entity. Notwithstanding the foregoing, this provision shall not prohibit any pavilion or other section organizer who has entered into a written agreement with SFA from performing its obligations under such agreement.

18. Intellectual Property. Exhibitor represents and warrants that no work or other materials infringing any person's intellectual property rights, including but not limited to any copyright or trademark, will be displayed at the Booth, and that Exhibitor shall be fully responsible for performing all obligations under any agreement permitting the display of such work and/or materials. SFA is the owner of all photographic and other recording rights with respect to the Show, the names "Fancy Food Show" and "The International Fancy Food & Confection Show", and all other trademarks and intellectual property rights held by SFA and its affiliates, and no license to any such rights is granted to Exhibitor. Exhibitor agrees that SFA shall have the right to use photographs and video (or other recordings) of the Show which include images of Exhibitor's Exhibit Space, Booth(s) and/or Personnel for Show information and marketing purposes and otherwise generally, in each case in its sole discretion. Exhibitor is responsible for obtaining proper consents from its Personnel with respect to the same.

19. Security. SFA will provide the services of a reputable protective agency during Show, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations, if any, of SFA to provide security at the Facility. For additional information and recommended guidelines, consult the Rules.

20. Insurance. (a) Exhibitors shall maintain Commercial General Liability with limits of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate; and name each of the following as Additional Insureds: (i) Specialty Foods Association, Inc. and its directors, agents, and employees, (ii) the Facility (the Jacob K. Javits Center (NY) or the Moscone Center (CA), as applicable), (iii) Freeman Decorators, and (iv) any other party so required by SFA to be named. (b) At least ninety (90) days prior to the move-in date for the Show, the Exhibitor shall provide SFA with a compliant Certificate of Liability Insurance that shows Commercial General Liability Insurance and Additional Insured status as described herein. Failure to provide a Certificate of Insurance acceptable to SFA or its Insurance Agent (as hereinafter defined) by such date may result in the Exhibitor being excluded from the Show. In the event of such failure, SFA shall have the right to terminate this Contract with no refund to Exhibitor. For more details, consult the Rules.

21. Damage and Indemnification. Exhibitor is liable for any damage caused by Exhibitor, its Personnel or its agents at the Show. Exhibitor agrees to indemnify, defend and hold harmless Specialty Food Association, Inc., the owner of the Facility, Freeman Decorators and the city in which the Show is held, and each of their respective directors, officers, employees, representatives and other agents, against any and all claims, demands, liabilities, losses, suits, damages, judgments, expenses, costs and charges of every kind, including but not limited to consequential, indirect and special damages, and attorneys' fees and expenses, which result from or arise out of, or are connected to: (a) a breach by Exhibitor or any of its Personnel or agents of this Contract or the Rules, including but not limited to failure of Exhibitor to comply with any insurance requirements, (b) the actions or omissions of Exhibitor or any of its Personnel or agents, including but not limited to those related to claims of damage, injury, death or other loss, or (c) the infringement by Exhibitor or its Personnel or agents of any common law or statutory right of any third party including, without limitation, any contractual rights, proprietary rights, trademark, service mark, trade secret, copyright, patent rights or any rights of privacy or publicity, including but not limited to the unauthorized use of any trademark or other intellectual property right. Notwithstanding the foregoing, this indemnity shall only apply to the fullest extent permitted by law with respect to governmental agencies and like entities that are otherwise prohibited by law from providing any indemnity, in whole or in part.

22. Limitation of Liability and Conflicts. (a) Neither SFA, nor its agents, directors or employees, or the Facility or its employees, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, Personnel or other representatives resulting from (i) theft, fire, water, accident or any other cause or (ii) any loss of or change to Exhibit Space and/or Booth(s) assigned to Exhibitor in connection with the Show as a result of conditions imposed by the Facility or changes made to the agreement between the Facility and SFA with respect to the Show ("Venue Agreement"). Exhibitor hereby acknowledges and agrees that in the event of a conflict between the terms of this Contract and the terms of the Venue Agreement, the terms of the Venue Agreement shall control and Exhibitor hereby releases SFA, the Facility and their respective employees, directors and agents from any liability with respect to the same. (b) In no event shall SFA, its agents, directors or employees, or the Facility be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space or any Booth, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Contract or any transaction performed or undertaken under or in connection with this Contract.

23. Delay or Cancellation of Show. In the event that the Facility is unfit for occupancy, or in the event the holding of the Show is substantially or materially interfered with by any cause or causes not reasonably within the control of SFA, SFA may delay or cancel the Show in its discretion. SFA shall not be responsible for any damages to or costs of Exhibitor arising from any such delay or cancellation. Upon such cancellation, SFA may retain such portion of the aggregate payments from all exhibitors at the Show as may be required to reimburse SFA for reasonable Show expenses incurred up to the time of cancellation, and neither party shall have any further obligations to the other under this Contract.

24. Amendments. The Rules may be amended by SFA in its sole discretion at any time without notice to Exhibitor. Any omission or ambiguity in the Rules may be supplemented or clarified by SFA in its sole discretion. SFA shall have full power in the matter of interpretation, amendment and enforcement of all Rules. SFA and the Facility each reserve the right to make changes, amendments and additions to the Rules or the rules of the Facility, as applicable, and SFA reserves the right to make changes, amendments and additions to the T&Cs at any time in its sole discretion, and Exhibitor hereby agrees that all such changes, amendments and additions so made shall be binding on the Exhibitor; provided that SFA shall advise Exhibitor of any changes to the T&Cs by posting such changes, amendments and additions in the Rules located on SFA's website at www.specialtyfood.com. Any matters not specifically covered in this Contract or in Rules are subject to decision by SFA.

25. Default. If the Exhibitor breaches this Contract or violates any of the Rules or the Facility rules, SFA may immediately terminate this Contract and direct Exhibitor to remove its Personnel and its property from the Facility. In the event of such termination, SFA may retain all payments of Exhibitor under this Contract.

26. Arbitration and Choice of Law. Any dispute arising out of or relating to this Contract shall, at SFA's sole option, be settled by arbitration in New York City, New York administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. SFA and Exhibitor agree that such arbitration shall be final, binding, and non-appealable. Any award may be entered in any court having proper jurisdiction. This Contract shall be governed by and interpreted in accordance with the laws of the State of New York, exclusive of its conflicts of law provisions. SFA and Exhibitor consent to the exclusive jurisdiction of the state and federal courts in New York City, New York. The prevailing party in such litigation or arbitration shall be entitled to recover from the other party all reasonable costs, including attorneys' fees, incurred by it in connection with such litigation or arbitration or the enforcement of any award.

27. Pavilion Organizers. All pavilion or other section organizers (each, a "Pavilion Organizer") shall ensure that each of the exhibitors that will participate in its pavilion or other section (as applicable) at the Show (collectively, the "Participants") executes a binding contract pursuant to which such Participant specifically agrees to be bound by the Rules and all provisions set forth in these T&Cs, specifically including but not limited to Section 20 (Insurance), Section 21 (Indemnification) and Section 22 (Limitation of Liability and Conflicts) hereof, on behalf of itself as "Exhibitor" (as such term is used herein), in each case for the benefit of SFA and the other parties named herein (collectively, the "Obligations"). Pavilion Organizer shall be responsible for the compliance by each Participant with the Obligations and shall be responsible for any breach of the Obligations or the terms of this Contract by any Participant, and in addition to Pavilion Organizer's own obligations under Section 20 herein, Pavilion Organizer shall further indemnify, defend and hold harmless SFA, the owner of the Facility, Freeman Decorators, and the city in which the Show is held, and each of their respective directors, officers, employees, representatives and other agents, against any and all claims, demands, liabilities, losses, suits, damages, judgments, expenses, costs and charges of every kind, including but not limited to attorneys' fees and expenses, which result from or arise out of, or are connected to, any such breach of the Obligations or this Contract by a Participant. Each Participant shall be considered an "agent" of Pavilion Organizer under and as used in this Contract. With respect to the Participant's Obligations under Section 20 of the Contract, Pavilion Organizer may either: (i) purchase individual insurance policies on behalf of each Participant through SFA's designated insurance agent ("Insurance Agent"), (ii) ensure that each Participant purchases its own individual insurance policy through the Insurance Agent, or (iii) submit the applicable and compliant Certificates of Insurance issued by such Participant's own insurance provider to the Insurance Agent, in each case in accordance with the Obligations.