

THE INSPIRED HOME SHOW

IHA's GLOBAL HOME +
HOUSEWARES MARKET

March 13 - 16, 2021
McCormick Place | Chicago

Space Application Terms & Conditions

Application Submissions

1. **DEADLINE FOR RETURNING THE 2021 APPLICATION** – The Space Application submittal deadline is July 2, 2020, and must be accompanied by full payment (in U.S. funds only) at \$17.00 Member or \$24.00 Non-Member per square foot plus corner charges, if applicable. If the required payment and Space Application are not received by July 2, 2020, Exhibitor will lose seniority placement for booth space assignment.
2. **EXHIBIT FEE** – Fees submitted with the Space Application apply to booth space assigned at the 2021 Show only.
3. **WHO MAY PARTICIPATE** – Participation as an Exhibitor in The Inspired Home Show 2021 ("the Show") scheduled for March 13-16 at McCormick Place in Chicago is open to all Manufacturers or Exclusive Distributors, Marketers or

Importers whose products are recognized as meeting the criteria of the product categories IHA has established and listed in this contract. Exhibit space cannot be used for any purpose other than the display of products that fall into these categories.

IHA reserves the right to refuse any or all Space Applications for any or no reason and to prohibit or remove any exhibit or product, display or part thereof, or proposed exhibit display or device which in the opinion of IHA is not suitable to or in keeping with the product display or exhibit policy of IHA mentioned above. IHA reserves the right to rearrange floor plans and relocate any exhibit at any time. All applications are expressly made subject to the terms of the IHA lease relating to the exhibition premises.

IHA Board of Directors

The International Housewares Association (IHA), a not-for-profit trade association, owns, operates and manages The Inspired Home Show ("The Show") at the direction of its Board of Directors, which is comprised of volunteer members from the housewares industry. The IHA Board has the ultimate responsibility for setting rules of operation for the Show. The IHA Show Management Team executes the Show based on the IHA Board's direction.



United States
6400 Shafer Court, Ste. 650
Rosemont, IL USA 60018
Tel: +1 847.292.4200
Housewares.org

International Offices
IHA Germany
IHA Mexico
IHA United Kingdom
Housewares.org/IHA/Offices-reps

Space Assignment Process and Policies

These Terms and Conditions are a part of the Space Application (the "Application"), and upon acceptance by the IHA, as set forth below, shall become an integral and binding part of the contract between the exhibiting company (as identified in the Application) (referred to herein as "Exhibitor", "You" or "Company") and IHA.

This contract shall become binding up IHA only when You receive notification of the Company's space assignment.

In submitting the Application, You agree to subscribe to all requirements, restrictions and any other directives issued by IHA in connection with the Show. This includes, but is not limited to, information contained in these Terms and Conditions, Payment Options & Cancellation Provisions Policy and Exhibitor Code of Conduct.

Applicability

All exhibitors, their agents, contractors and employees who use and occupy the exhibit space are subject to all requirements, restrictions and any other directives issued by IHA or the Show venue operator

Please be sure that all company personnel involved in the arrangements for your exhibit have a copy of these terms and conditions. It is the responsibility of the exhibiting company to see that all exhibit personnel are aware of and adhere to these rules. If you require any additional information, please contact your sales manager.

Interpretation of Terms and Conditions

IHA reserves the right to interpret and make final decisions regarding all rules and regulations applicable to the Show.

IHA's Seniority System

Seniority numbers are determined by the number of consecutive years a company has exhibited in the Show. To protect confidentiality, IHA does not make public any exhibitor's seniority status. All seniority numbers are being held to the numbers previously assigned for the 2020 Show.

Categorization/Booth Selection Process

Companies should choose their category based on the dominant product category that occupies 65% of their booth space. IHA will enforce the categorization policy.

If a company has product lines in more than one category, the company may (i) have booth space in multiple categories, retaining its seniority for each category, or (ii) select one booth location in its most dominant product category, provided, however, **the same product may not be shown in more than one booth space .**

In the event that an exhibiting company sources the manufacturing of a product from a third-party manufacturer that also exhibits in the Show, the third-party manufacturer may not display identical products.

IHA cannot guarantee expansion or relocation requests.

Booth selection should be based on dominant product category, required booth dimensions, utility requirements and configuration. IHA will not permit category switching for the sole purpose of "improving location." Companies who switch categories for that purpose will be placed on the bottom of the list for assignment in that new category.

Main Expo Floor Exhibitor Criteria

- You must be able to demonstrate that you have your own branded product or prove that you have the right to license or market another company's product.
- You must provide photographs of clearly-branded consumer packaging.

- You must indicate if you are acting as an OEM for any other exhibitors at the Show (if so, it is your responsibility to inform them directly should you plan to exhibit).
- You must prove that you have distribution capabilities in the United States with the ability to sell directly to retailers.
- You must be able to demonstrate export experience with the ability to operate without the assistance of a pavilion organizer; English speaking staff is highly recommended.
- You must provide an acceptable booth design that meets IHA's terms and conditions.
- IHA reserves the right to refuse any and all applications for space and to prohibit or remove any exhibit or product, display or part thereof.

Subletting

Sharing or transferring of space is prohibited. Exhibiting companies may not sublet or share any portion of their booth spaces. Companies sharing space must be legally affiliated through a management control relationship and be pre-approved by IHA. Any exhibiting company found to be sharing or subletting its space contrary to these rules will be suspended from one or more future Shows; the shared or sublet booth closed down, and the company improperly sharing or subletting the space expelled from the Show, and, at the discretion of IHA barred from future Shows.

2021 Show Space Assignment Rules and Considerations

In light of the cancellation of the 2020 Show, the IHA Board of Directors credited all payments for booth space (not membership dues) from the 2020 Show to the 2021 Show. **No refunds will be issued in connection with the 2020 Show cancellation.** Taking into account the 2020 Show credits, the 2021 space assignment process will have unique considerations compared to prior years. The following highlights some important considerations for Exhibitors for the 2021 Show.

- All exhibiting companies must submit a Space Application for the 2021 Show**, including exhibitors with a credit from the 2020 Show, and make any incremental payments (and pay membership dues) by the date and in accordance with the Payment Options and Cancellation Provisions.
- All deadlines apply to all 2021 Show exhibitors, regardless of whether the exhibitor is new or has a credit from the 2020 Show.
- Credits for 2020 Show booth space payments are non-refundable and may only be applied towards the 2021 Show.** Companies with a credit from the 2020 Show that do not exhibit at the 2021 Show forfeit the full amount of the credit, and may be subject to penalties that may apply with respect to seniority.
- No refunds will be issued, in whole or in part, if an exhibitor is assigned or approved for less square footage than was assigned in 2020, or requests modifications to the configuration for the 2021 Show which results in a less expensive configuration for the 2021 Show.
- Companies assigned or approved for more square footage or modifications to the configuration (e.g. adding corners) for the 2021 Show than was assigned in 2020, and for which the exhibitor received a credit, will be required to pay the incremental cost. The balance is due in accordance with the Payment Options and Cancellation Provisions.
- All exhibitors that qualified for the Early Bird discount rate for the 2020 Show must submit the Space Application by the Early Bird deadline for the 2021 Show in order to preserve the Early Bird

Space Assignment Process and Policies

discounted rate. If the Early Bird deadline date is missed, exhibitor will be responsible for the difference between the 2020 Show Early Bird discount price and the 2021 Show price without taking into account the Early Bird discount for the 2021 Show. The balance is due in accordance with the Payment Options and Cancellation Provisions.

- g. Membership dues are non-refundable and 2020 Membership dues were not credited towards the 2021 Membership year. Exhibitors wishing to pay the reduced member rates for the 2021 Show must pay membership dues for the 2021 membership year. If the exhibitor's 2021 Show booth space configuration results in a surplus of monies from what was paid for the 2020 Show, those monies cannot be applied toward membership dues.

For those exhibitors that were assigned booth space in the 2020 Show and paid 100% of their amount due, the conditions above supersede the statements below. Any exhibitor that did not pay 100% of their amount due for their 2020 Show booth space, MUST satisfy the amount due for the 2020 Show BEFORE being considered for 2021 Show space assignment. If the satisfaction of the 2020 amount due exceeds the amount needed for the 2021 Show booth space assignment, no refund of monies is possible.

Booth selection and assignment are based on seniority, dominant product category, required booth dimensions, utility requirements, configuration and submitting a completed application form with payment by **July 2, 2020**, in accordance with the Payment Options and Cancellation Provisions.

If a company has product lines in more than one category, the company may (i) have adjacent booth space in multiple categories, retaining its seniority for each category, or (ii) select one booth location in its most dominant product category; provided, however, **the same product may not be shown in more than one booth space.**

Space Assignment Process

1. All exhibitors that submit the Space Application and any balance due by July 2, 2020 and request their 2020 booth space are assigned first. **NOTE: To maintain the integrity of our seniority number process, companies that were assigned or relocated after October 25, 2019 are not guaranteed their 2020 booth location for the 2021 Show. Furthermore, companies that are assigned or relocated after August 31, 2020 will not be guaranteed their 2020 booth location at the 2021 Show.**
2. Exhibitors requesting to change booth space location/ category from their 2020 booth space will be assigned in seniority number order by category. Assignment is based on space availability after Step 1 is completed.
3. If more than one of the requested options are available, IHA will assign the space that minimizes changes on the Show floor plan.
4. If the requested booth space locations are not available, IHA staff will contact the exhibitor to discuss available options. Once available options are presented, the exhibiting company has **24 hours** to make its booth space decision. After 24 hours, the assigning process will continue and previous offers may not be available.
5. Exhibitors switching configurations and/or size will be assigned booth space that minimizes changes on the Show floor plan. There is no guarantee that a new configuration and/or size can be accommodated.

6. First-time exhibitors are assigned space based on availability within their approved category once all previous 2020 exhibitors have been assigned space. **Payment does not guarantee space in the Show.**
7. Late applications (submitted after July 2, 2020), or applications without full payment, will not be considered until all applications that were submitted on time are assigned. Companies that submit an application after the deadline date of July 2, 2020, or submit an application without required payment, are not guaranteed space in the Show.

Special Notes:

- **A Space Application is not considered complete or confirmed until signed and full payment is received. A Space Application is not considered approved and binding upon IHA until booth space is assigned.**
- Certain booth configurations are strategically placed to maximize total square footage, to adhere to the floor plan and to utilize utility ports on the exhibit floor. It is possible that a company may be relocated in order for IHA to accommodate certain booth configurations, utility requirements, a merger or acquisition or new category placement.
- IHA reserves the right, at its sole discretion, to relocate exhibitors to maximize the efficiency, aesthetics, or special needs of the Show.
- Waiting lists are compiled for first-time exhibitors waiting to be assigned space, veteran exhibitors requesting a different location or expansion, and veteran exhibitors that submitted a space application after July 2, 2020. Booth movement depends solely on cancellations and in no way guarantees the same booth location the following year. Waitlisted companies that are not assigned booth space will receive a full refund for booth space fees. **Membership fees are non-refundable.** If paid by credit card, and IHA processes a refund, the convenience fee will be withheld from the total refunded amount. Waitlisted companies with seniority will retain their seniority for one year if refund is forfeited. This benefit is only given to companies once every five years.
- Companies that canceled out of the 2020 Show will not be guaranteed their previous square footage and location in the 2021 Show, even if their seniority was retained.
- IHA reserves the right to charge Non-Exhibiting Housewares Product Suppliers/Financial Institutions/Investment Companies \$500 per badge and limit the number of badges per company to five (5), solely at its discretion, to enhance the quality and overall experience of the Show for all participants.
- IHA reserves the right to charge Trade Guests \$100 per badge and limit the number of badges per company to five (5), solely at its discretion, to enhance the quality and overall experience of the Show for all participants.
- If you are a distributor, you must list the manufacturing companies you represent. IHA may require proof of distribution agreement and/or manufacturer acknowledgement. Catalog sheets must be provided for any new subsidiary or brand for which your company is a distributor. Applications must be submitted for each company sharing your booth space.

IHA Official Terms and Conditions

Exhibiting

1. AUTHORIZATION TO PHOTOGRAPH – IHA retains the right to photograph any booth (including products) for the purpose of creating a permanent record of exhibits and to ensure that all of the IHA official terms and conditions outlined in this Space Application are being upheld. Exhibitors acknowledge that all copyright in and to such photographs shall be exclusively owned by IHA, and IHA may freely use such photographs regardless of whether any trademarks, logos, and/or trade dress owned by the exhibiting company is displayed in such photographs. Exhibitor agrees to inform its employees, representatives and subcontractors that IHA may photograph or record any portion of the Show which they participate, in its sole discretion, and such photography and records may be used by IHA in the future for educational, promotional or marketing purposes.
2. UNAUTHORIZED PHOTOGRAPHY – Unauthorized photography of any exhibit or product is prohibited and may result in expulsion from the Show. Unauthorized photography includes videotaping or photographing another exhibitor's booth or product without the exhibitor's permission at any time. Exhibitors are required to monitor their own booth areas and should notify IHA or security immediately of any unauthorized photography.
3. CANCELLATION – IHA reserves the right to cancel the Show at any time. IHA shall promptly provide notice (which may be sent via email) of a cancellation. In the event the Show is canceled, the IHA Board of Directors shall determine the amount of refund, if any, to be issued to Exhibitor. Exhibitor agrees that IHA shall have no liability whatsoever to the Exhibitor as a result of cancellation.
4. INSTALLATION OF EXHIBITS – Exhibitors must have their exhibits and product completely set by Friday, March 12, 2021, at 5:00 p.m. The only exception to this rule is for those Exhibitors designated as late setup. IHA will note any violations or abuses to this policy, and reserves the right to levy a penalty of loss of seniority at future Shows. IHA will also charge back the Exhibitor for any trash removal on the morning of Saturday, March 13, 2021.

Neither IHA nor its General Contractor will assume any liability for an exhibitor's crates or their contents.
5. DISMANTLING OF EXHIBITS – Exhibitors will not be permitted to dismantle their exhibits or do any packing before the close of the Show, Tuesday, March 16, 2021 at 3:00 pm. IHA will note any violations or abuses to this policy. If observed tearing down early, IHA may charge an exhibitor a \$1,000,000 fee. If caught tearing down early a second time at a future Show, IHA reserves the right to levy a penalty of loss of seniority at future Shows, and Exhibitors may not be allowed to exhibit in future Shows.
6. EXCESS TRASH – Exhibitors are to arrange with their Exhibitor-Appointed Contractor to remove all trash from the Exhibitor's booth after dismantling. Any trash that the Contractor cannot remove with a broom and shovel will be considered "excess trash" and the Exhibitor will be charged for this service.
7. DEMONSTRATIONS – Use of another exhibitor's product for reference or comparison or demonstration purposes is not permitted.
8. EXHIBITOR MOVE-IN AND MOVE-OUT – In November, Exhibitors will be assigned a targeted move-in date and time for their materials. The first day of move-in is:

- Lakeside Center Exhibitors: Tuesday, March 2, 2021;
- North Building Exhibitors, B1/B2: Thursday, March 4, 2021;
- North Building Exhibitors, C1: Tuesday, March 9, 2021;
- South Building Exhibitors: Wednesday, March 3, 2021.

The last day of move-out for:

- South and North Building exhibitors, B1/B2 is Friday, March 19, 2021.
- North Building Exhibitors, C1 is Friday, March 19, 2021.
- Lakeside Center exhibitors is Saturday, March 20, 2021.

Exhibitor Personnel and Manufacturer's Representatives will be allowed on the Show floor at 7:00 a.m. during move-in and Show days. These dates and times are subject to change based on contract terms with McCormick Place. Note: No one under 18 years of age will be allowed on the Show floor during move-in and move-out.

9. EXHIBIT STRUCTURE – IHA prohibits the use of standard "pipe & drape," and tabletop displays used exclusively as exhibit structures. All booth design, construction and configuration must be structurally sound, secure, safe and free of tripping hazards. Exhibitors must provide their own finished booth display extending the entire length of their booth space, and are required to finish both sides of side and back walls. (Please note side walls are not required. If you opt to use side walls, they must be finished on both sides.) IHA has the right to deem any structure as unacceptable based on appearance and/or violation of the exhibit structure rule. An exhibitor's booth display must not be less than 8 feet high. Exhibitors are required to include their company name and booth number on their exhibit signage. Exhibitors are allowed to build their display elements right up to the front of their booth and up to the maximum allowable height. The intent of the booth structure is for product display and review. Exhibitors should limit the amount of square footage allocated to private meeting space. Exhibitors with structures that do not meet the standards of IHA will receive a written violation. Exhibitors that receive a written violation will be required to submit a photograph or diagram of their new structure before booth space is assigned for the subsequent Show. IHA encourages all exhibitors to submit diagrams for approval prior to the Show.
10. FLOOR COVERING – All Exhibitors are required to provide acceptable floor covering for their exhibit areas unless granted an exception by IHA. If floor covering is not used, IHA will instruct the General Contractor to lay carpet and the Exhibitor will be invoiced. Booth carpeting must cover the entire floor space and may not extend beyond the assigned booth space.
11. LABOR – Exhibitors requiring labor shall employ union labor, as made available by official contractors, in the installation and dismantling of their exhibit. All Exhibitors must conform to union work rules. If union work rules are not followed, IHA will close down the exhibit. Exhibitor assumes all risk and responsibility for the integrity of their booth, their employees, their labor or their Exhibitor-Appointed Contractor (EAC) utilized in the installation, dismantle or other service for their booth.
12. MULTI-LEVEL OR EXHIBITS WITH RAISED FLOORING – Exhibitors are responsible for seeking fire marshal approval from McCormick Place on the adherence to fire, safety and the American with Disabilities Act (ADA) regulations and seeking design approval from IHA, by the booth diagram deadline date of January 22, 2021.
13. SECURITY – IHA will provide perimeter guard service during the hours the exhibit area is closed. However, neither IHA nor

IHA Official Terms and Conditions

its General Contractor provides individual booth security, nor will they assume responsibility for any loss, theft or damage, before, during or after the Show. The exhibitor is solely and fully responsible for its own exhibit structure, merchandise and display material. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of McCormick Place.

14. **INSURANCE** – Prior to conducting any activities at the Show, including installation of an exhibit, Exhibitor shall procure and maintain in force Workers' Compensation and Employers' Liability insurance (with minimum limits in accordance with statutory requirements), Business Automobile Liability insurance (with minimum limit of \$1,000,000 covering all owned, non-owned and hired automobiles), and Commercial General Liability insurance (with minimum limit of \$1,000,000). Evidence of the required insurance shall be made available to IHA upon request prior to the commencement of the installation of any exhibit by Exhibitor at the Show. Exhibitor will also require that its sub-contractors, including but not necessarily limited to Exhibitor's EAC's, prior to conducting any activities at the Show, including installation of any exhibit, procure and maintain such insurance. IHA shall be named as an additional insured on all of these required policies, including Exhibitor's policies and Exhibitor's sub-contractor's, including but not limited to Exhibitor's EAC's, policies, with the exception of Workers' Compensation, on CG 2010 (11/85) and CG 2037 (10/01) additional insured endorsements. Any failure by IHA to request Exhibitor or its sub-contractors to fulfill these insurance requirements is not a waiver of the requirements. Exhibitor's and its subcontractors' insurance policies as required herein shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of, IHA. Any such insurance maintained by IHA shall be excess of that maintained by Exhibitor and its subcontractors. Each liability policy of Exhibitor and each liability policy of Exhibitor's subcontractors shall contain a "separation of insureds" provision stating that, except for limits of liability, the policies shall operate as though separate policies had been issued to each insured.

The Commercial General Liability insurance required herein shall contain, at a minimum: 1) Premises – Operations Liability; 2) Products and Completed Operations Liability; and 3) Incidental Professional Design Liability Coverage.

Exhibitor and its subcontractors shall maintain in effect all insurance coverage required herein at, respectively, the Exhibitor's and the subcontractor's, sole expense and with insurance companies with a Best's Rating of A, XII or better. Coverages required herein shall be maintained, without interruption, until all of Exhibitor's and its subcontractor's personnel, exhibit(s), materials and merchandise vacate the premises where the Show is held following the completion of the Show, including the period for dismantling any exhibits. All insurance policies specified herein shall contain a provision that the coverage afforded thereunder shall not be cancelled or not renewed, or otherwise modified to restrict the coverage afforded thereunder, without at least thirty (30) days written notice to IHA.

IHA may, but is not obligated to, request Certificates of Insurance be provided to IHA prior to the commencement of Exhibitor's and its subcontractor's activities at the Show, including installation of any exhibit. If IHA requests that any such Certificates of Insurance be provided to IHA, then

Exhibitor and any of its subcontractors shall promptly provide the requested Certificates of Insurance prior to the commencement of Exhibitor's and its subcontractors' activities at the Show. If IHA does not request Certificates of Insurance, it shall not be a waiver of Exhibitor's and its subcontractors' duty to procure insurance.

15. **MAIN EXPO FLOOR EXHIBITOR CRITERIA** –
- You must be able to demonstrate that you have your own branded product or prove that you have the right to license or market another company's product.
 - You must provide photographs of clearly-branded consumer packaging.
 - You must indicate if you are acting as an OEM for any other exhibitors at the Show (if so, it is your responsibility to inform them directly should you plan to exhibit).
 - You must prove that you have distribution capabilities in the United States with the ability to sell directly to retailers.
 - You must be able to demonstrate export experience with the ability to operate without the assistance of a pavilion organizer; English speaking staff highly recommended.
 - You must provide an acceptable booth design that meets IHA's terms and conditions.
 - McCormick Place meeting rooms are only available to main expo floor exhibitors with 100 square feet or more of booth space.
 - The primary focus in exhibiting in the Show is to showcase products and services. Booth structures cannot be constructed for the sole purpose of building meeting rooms. The majority of booth space must be designed with the intent to showcase products and promotional materials to attendees.
16. **THIRD-PARTY AUTHORIZATION** – If Exhibitor appoints an Agent to represent Exhibitor for the Show, the Agent shall have the authority to transact all business on behalf of Exhibitor including the authority to enter into, modify, or cancel any agreements relating to Exhibitor's participation in the Show. Exhibitor shall be responsible for compliance with and performance of all terms and conditions as may be set forth in any agreement between the IHA (or any of its authorized contractors or agents) and Agent or as may be set forth in any rule, regulation, or policy relating to the Show. The Exhibitor shall indemnify, defend and hold the IHA Indemnified Parties from any and all Claims arising out of, in connection with and/or related to any of the acts or omissions of the Exhibitor and/or any of Exhibitor's Agents participation in the Show in accordance with Paragraph 29, Indemnification, below. Exhibitor shall notify the IHA in writing in the event it terminates or otherwise modifies its relationship with Agent.
17. **UTILITY SERVICES** – Booth selection must have adequate service for your company's utility needs. Utility ports are not accessible in every location. IHA will relocate your company if adequate utilities are not available. To ensure the safety of our attendees, utility services cannot be accessed from an aisle. Instances may occur in which a utility port within your booth space is used to service neighboring exhibitors. If ramping is required for the use of utilities, the exhibitor will be required to sign a waiver of liability.
18. **AUTOMOBILE AND SMALL UTILITY VEHICLES - or ASUVs** – Exhibitor assumes all risk and responsibility for its ASUV and their operation and any related damages that may result from their use.

IHA Official Terms and Conditions

19. **COPYRIGHT LICENSE** – Exhibitors hereby grant IHA a non-exclusive, royalty-free, perpetual right and license to copy, reproduce, use, display, perform, transmit, and prepare derivative works based on any photographs or other materials provided to IHA by Exhibitors for the purpose of promoting IHA and the Show.

General

20. **AMERICANS WITH DISABILITIES ACT** - Exhibitor understands and agrees that the Americans with Disabilities Act (ADA) requires that Exhibitor's display be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its display complies with the ADA.

Exhibitor hereby warrants that it will provide auxiliary aids and services to individuals with disabilities suitable for effective communications between all parties in accordance with the requirements of the ADA, so that Exhibitor's display will be accessible, as defined in the ADA, to persons with disabilities. Exhibitor further warrants that where the provision of such auxiliary aids would fundamentally alter the nature of the goods and/or services provided by Exhibitor, Exhibitor will notify IHA of that fact at least two weeks in advance of the Show and of the alternative measures it intends to take to assure compliance with the ADA during the period of the Show.

Exhibitor agrees to indemnify and hold IHA harmless for any claims arising out of or in connection with the failure of the Exhibitor's display to comply with the ADA. For information on compliance, please contact the McCormick Place Fire Marshal at (312) 791-6079.

21. **AGENT RELATIONSHIP** – Exhibitor shall not be deemed an agent of IHA or the Authority and shall have no authority to bind the IHA or the Authority to any third party. Exhibitor shall bear all costs and expenses associated with Exhibitor's participation or intended participation in the Show. Neither IHA nor the Authority, their officers, directors, employees or agents will be responsible for any expenses related to Exhibitor's participation or intended participation in the Show including, but not limited to, travel costs, administrative costs or freight costs for the shipment of Exhibitor's booth, product or any related material.
22. **ANTITRUST GUIDELINES** – The Show provides a forum for buyers and suppliers to meet and further the entire industry through education and competition in the spirit of free enterprise. The antitrust laws of the United States of America commit all of us to preserve a competitive economy, unrestrained by agreements or concerted actions among competitors that restrict their competitive capabilities or the opportunities of their suppliers and customers.
- Statutory penalties for violating the antitrust laws are severe and boundaries between lawful and unlawful conduct are imprecise. Certain conduct among competitors is obviously unlawful: such as, agreements to fix price, limit volume or production, allocate markets or customers. The IHA assumes no liability for the illegal actions of Show participants, promotes adherence to all antitrust laws, and requires that all Show participants avoid any activity that might be construed as violating the antitrust laws.
23. **BUYERS LIST** – Exhibitors will receive the Show Buyers List from IHA which may be used by Exhibitors to invite buyers to Exhibitors' booths. The Show Buyers List is made available to Show Exhibitors' only and may only be used by exhibitors for purposes of pre-and post-Show direct marketing. Exhibitors shall not sell, transfer or otherwise use or disclose the name, address or contact information of registered buyers. Any unauthorized transfer or use of the Show Buyers List shall

subject an exhibitor to immediate expulsion from the Show and a period of suspension of exhibition or attendance privileges at one or more future Shows.

24. **ENTIRE AGREEMENT; NO WAIVER** – There is no other agreement or warranty between the Exhibitor and IHA and the Authority except as set forth in this document. The rights of IHA or the Authority under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of IHA or the Authority.
25. **GOVERNMENTAL INSPECTIONS** – The IHA supports all levels of governmental requirements regarding labeling, packaging, and product representation; as a result, Exhibitors will not impede the Environmental Protection Agency (EPA), the Food and Drug Administration (FDA) or any other governmental agencies from performing impromptu inspections of Exhibitor booths during the Show, and if necessary, taking action to ensure that all products being shown or food being prepared comply with all federal and state governmental laws and requirements.
26. **IHA** – IHA will supervise and strictly enforce all IHA official terms and conditions. Penalties for violations include cancellation of space, loss of seniority, suspension or cancellation of Show privileges, or such sanctions as IHA determines appropriate in its sole discretion.
27. **INTELLECTUAL PROPERTY** – Exhibitors' intellectual property, including protection of trademarks, patent rights, copyrights and exclusive distribution contract rights, are to be recognized and adhered to by all exhibitors. Alleged violations of exhibitor's intellectual property rights may be brought to the attention of IHA by completing a complaint form. Self-help or other disruptive conduct by exhibitors is not acceptable. Those involved in disruptive conduct may have their exhibiting privileges suspended for the duration of the Show and may also be subject to termination of future Show privileges.
28. **LIABILITY** – The exhibit space is located in McCormick Place Lakeside Center, North and South Buildings, which are leased to IHA by McCormick Place/SMG (herein after called the Authority).

Neither IHA, nor its agents, representatives or the Authority will be responsible for any injury, loss or damage that may occur to Exhibitor or to Exhibitor's employees, Exhibitor-Appointed Contractors or property from any cause whatsoever. Under no circumstances will IHA be liable for lost profits or other incidental or consequential damages. Each Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. No bailment shall exist between IHA and any Exhibitor or any other person, and IHA shall not be responsible for the security of any property of any Exhibitor or any other person.

Neither IHA nor the Authority shall be liable for failure to perform its obligations under this contract as a result of strikes, riots, labor disputes, acts of God, acts of terrorism, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in Exhibitor's exhibit is deemed to be the invitee or licensee of Exhibitor, rather than the invitee or licensee of IHA. Exhibitor shall indemnify, defend and hold the IHA Indemnified Parties from any and all Claims arising out of, in connection with and/or related to any such individual(s) visiting, viewing or otherwise participating in Exhibitor's exhibit in accordance with Paragraph 29, Indemnification, below. IHA shall not be liable for any injury whatsoever to property of Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of Exhibitor. Exhibitor agrees to

IHA Official Terms and Conditions

abide by existing agreements and regulations covering the use of services or labor in the Show and exhibit facility.

29. **INDEMNIFICATION** – Exhibitor assumes full responsibility for the acts and omissions of Exhibitor and/or Exhibitor’s agents, servants, employees, contractors (including but not limited to Exhibitor-Appointed Contractors and/or Exhibitor’s Agents), guests, licensees and/or invitees, whether acting within or outside the scope of their authority. Exhibitor agrees to indemnify, defend and hold harmless the IHA and the Metropolitan Pier and Exposition Authority, and each of their respective subsidiaries and affiliates, board members, officers, directors, employees, volunteers, members, agents, successors and assigns (collectively, the “IHA Indemnified Parties”) from and against any and all claims, demands, liabilities, liens, damages, losses, injuries (including damage or injury to persons or property), penalties, recoveries, judgments, deficiencies, causes of action, actions, suits, proceedings, costs and expenses (including reasonable attorneys’ fees, costs and expenses), (collectively the “Claims”) arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, misconduct or fault of Exhibitor and/or Exhibitor’s agents, servants, employees, contractors (including but not limited to Exhibitor-Appointed Contractors and/or Exhibitor’s Agents), guests, patrons, licensees and/or invitees, including by way of example and not limitation any claim of infringement brought by a third party based on IHA’s use of a photograph or other materials provided by an Exhibitor pursuant to these Terms.
30. **TERMINATION OF SHOW PRIVILEGES** – Any Exhibitor, its representatives or agents, committing a violation of civil or criminal law or other wrongful act before or during the Show, violating any of the IHA Official Terms and Conditions, violating another Exhibitor’s intellectual property or contract rights (as determined by a court of law), rule, or unreasonably interfering with exhibiting or attending privileges of another party, or violating the Exhibitor Code of Conduct, is subject to immediate expulsion for the duration

of the Show, and/or such further action as may be determined by IHA. Additional penalties may include a period of suspension of exhibition or attendance privileges at one or more future Shows, or permanent expulsion from the Show if warranted. All acts and violations of these IHA Official Terms and Conditions shall be ruled on by IHA at its sole discretion.

Any person who takes the property of another party at the Show without authorization or commits an act as described above is subject to legal prosecution for theft by the injured party and is also subject to suspension of Show privileges for not less than three (3) years following the Show at which the incident occurs. This suspension may be increased to and include permanent expulsion, if the facts warrant a longer suspension in IHA’s determination. The employer or principal of a person who is suspended or expelled from Show privileges is also subject to suspension or termination of Show privileges because of the actions of the representatives or agents.

The decision of IHA is final and not subject to further review, and Exhibitors so agree on behalf of their employees, representatives and agents, as a condition of exhibiting privileges.

31. **VENDOR CLAUSE** – IHA acts primarily as a facilitator to make Exhibitors aware of particular vendors. IHA has not independently evaluated the vendors and does not make any claims or representations about their abilities.
32. **GOVERNING LAW AND VENUE** – This contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its choice of law principles. Exhibitor hereby agrees, consents and submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois and any courts of the County of Cook in the State of Illinois for which any suit, action proceeding is brought arising thereunder.