

# SPECIALTY COFFEE EXPO

April 21-23, 2023  
Oregon Convention Center  
777 NE Martin Luther King, Jr. Blvd | Portland, OR 97232

## 2023 EXHIBITOR AGREEMENT - *Updated March, 2022*

### Terms & Conditions

**(Note: these Terms and Conditions, together with the “2023 Rules and Regulations for Exhibitors” form your binding contract with SCA)**

**Booth Descriptions:** Booth spaces are sold as Regular, Corner, Island, Exhibit Hall Tabletop, Roaster Village Stand, or Market Table configurations. Regular booths are 10'x10' and can be purchased in multiples that are connected to make longer booths, such as three Regular booths making a 10' x 30' space. A Corner booth is any 10' x 10' space that is open to two sides at the end of an aisle and can be purchased alone or in addition to adjoining Regular spaces. Adjoining Corner booths, commonly called “end-caps,” cannot be purchased. Island Booths are spaces of 20' x 20' or larger open on all sides to aisles. Regular and Corner booths include carpet and 8-ft. back and 3-ft. side drapes. Island booths include carpet. Exhibit Hall Tabletops consist of one 6-ft. x 30-inch skirted table, two chairs, carpet and back drape. Roaster Village spaces consist of one 8-ft x 34” prefabricated stand, and Market spaces are 8' x 8' and include one skirted table.

**Compliance with ADA.** All Exhibitors shall, pursuant to the Americans with Disabilities Act (ADA), make their booth accessible to the disabled public in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation.

**Contraband:** Tobacco, firearms, alcoholic beverages, and sexually explicit products may not be brought onto, advertised or marketed on the exhibit floor.

**Age Restrictions:** You must be 18 years or older to enter the Exhibit Hall during move-in or move-out and 12 years or older to enter the Exhibit Hall at any time.

**Assignment of Space:** Assignment of space is first by seniority points, with remaining spaces filled on a first come, first served basis. SCA assignment of space is final and shall constitute an acceptance of the Exhibitor's commitment to pay for and occupy space. SCA reserves the right to move/assign exhibits to different locations than initially assigned. After assignment, space location may not be changed or transferred by Exhibitor without the written consent of SCA. SCA reserves the right to refuse exhibit space applications in its sole discretion.

**Purchase of a Space Does Not Include:** Products or services of the Boston Conference & Exhibition Center, its exclusive contractors or the Expo decorator, FREEMAN. Examples of items not included are drayage, freight, shipping, handling, electrical, plumbing, furnishings, phone, internet, cleaning or storage.

**Payment Terms:** For space reserved on or before October 21, 2022, 25% of the Total Booth Contract Cost is due upon reservation, and the balance of 75% is due by October 21, 2022. After October 21, 2022, booth space reservations must be accompanied by 100% of the Total Booth Contract Cost. Booths not paid in full by October 21, 2022 are subject to relocation or cancellation at SCA's discretion.

**Member Booth Pricing:** Exhibitors must maintain their SCA membership, be current with their company's professional membership fees, and stay current through April 23, 2023 to qualify for Member booth pricing. If membership is not maintained, non-member booth pricing will apply. Guild and individual memberships do not qualify for Exhibitor booth discounts.

**Refunds/Cancellations/Booth Downsizing Policy:** As the Expo dates approach, it becomes increasingly costly for the SCA to re-sell cancelled exhibit booth spaces. Exhibitors that wish to cancel or downsize all or a portion of their reservation commitment must do so in writing to [exhibit@sca.coffee](mailto:exhibit@sca.coffee). Such written notice will be deemed accepted on the date received by SCA. Cancellations and booth downsizings are subject to the following cancellation schedule:

**BOOTH CANCELS**

- Prior to October 21, 2022: 25% Cancellation Fee
- October 22, 2022 – January 20, 2023: 50% Cancellation Fee
- January 21, 2023 – March 10, 2023: 75% Cancellation Fee
- After March 11, 2023: 100% Non-Refundable

**BOOTH DOWNSIZE FEE**

- Prior to October 21, 2022: No Downsize Fee
- October 22 – January 20, 2023: 50% of the Booth Fee Difference
- January 21, 2023 – March 10, 2023: 75% of the Booth Fee Difference
- After March 11, 2023: 100% of the Booth Fee Difference

**INSURANCE - MANDATORY:** See Rules and Regulations.

**COVID, HEALTH DIRECTIVES:** Exhibitors shall follow all COVID or similar health-related rules, regulations and policies (collectively “directives”) governing the Exhibit Hall and its use, as they may be issued or amended by Federal, state, and local authorities, and as Exhibitors shall be directed by SCA, including, but not limited to capacity, vaccinations and masking. Exhibitors acknowledge and agree that such directives are sometimes changed with little or no advance notice, over which SCA has no control, but with which Exhibitors must nevertheless comply. Such changes shall not be deemed grounds for termination under Force Majeure, unless they cause a cancellation of the Expo as provided in the following paragraph.

**EXHIBITOR APPROVED CONTRACTORS** - Contractors should be aware that some exhibition venues or unions working at them restrict contractor access to members of those unions or have other access restrictions. It is the sole responsibility of each exhibitor contractor to confirm its ability to perform its services at the venue in advance of the Event. SCA will not be re responsible for any loss, cost or expense suffered by any contractor who is denied access to an exhibition venue on account of such restrictions.

**FORCE MAJEURE:** The performance of this Agreement by each party is subject to acts of God, war, government regulation or advisory, acts and/or threats of terrorism, civil disorder, fire, flood, explosion, earthquake, disasters, accidents or other calamity or casualty, labor dispute, strikes or threats of strikes, epidemic, pandemic, curtailment of transportation facilities, and any other cause or circumstance beyond the control of such party making it illegal, impossible or impractical to hold or attend the Expo. Without limiting the foregoing, If SCA in its reasonable discretion determines that it is likely to be unsafe or economically inadvisable to hold the Expo on the planned dates on account of the continuation of the coronavirus pandemic, regardless of its foreseeability, SCA may in such case cancel the Expo by written notice given to Exhibitor no later than January 20, 2023. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed or prevented by any of the above events or circumstances to the extent such events or circumstances are beyond the control of the party whose performance is prevented. Upon any such cancellation, all fees, deposits and prepayments by Exhibitor in connection with the Expo shall be applied to the following year’s Expo. SCA may, in its sole discretion upon a detailed written application by Exhibitor, refund such fees, deposits and prepayments, if Exhibitor shows good cause why it cannot exhibit at the following year’s Expo.

**GOVERNING LAW, VENUE AND ATTORNEYS’ FEES:** This Agreement will be governed by, and its provisions enforced in accordance with, the laws of the State of California, without regard to its principles of conflicts of laws. Any claim or dispute will be heard by a federal or state court of competent jurisdiction in Orange County, California, and the parties agree to the personal jurisdiction of such court. The court shall award costs and reasonable attorneys’ fees to the prevailing party.

**SEVERABILITY:** If any provision of this Agreement or its application shall be invalid or unenforceable, that provision shall be reformed so as to preserve the parties' intent to the greatest extent possible, failing which, such provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding between the Exhibitor and SCA with respect to its subject matter and supersedes all prior or contemporaneous communications between the parties.

**MODIFICATION:** This Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by Exhibitor and SCA.

**NOTICES:** All notices of legal claims under this Agreement shall be in writing and in the English language and shall be given personally, by registered mail (with return receipt), or by email (and if by e-mail with a confirmation of receipt) or by a recognized express courier (such as Federal Express) to the other party entitled to notice at the address set forth below or at such other address as such party shall notify the other party in the same manner. Notices shall be deemed given upon receipt.

If to Exhibitor, to any address(es) submitted to SCA during the online contracting process.

If to SCA:

Specialty Coffee Association 505 Technology Dr Suite 340 Irvine, CA 92618

Attn: **Show Manager** E-mail: [exhibit@sca.coffee](mailto:exhibit@sca.coffee)

*August 3 2022*