

2023 BROKERED COMPANIES LISTING & RULES AGREEMENT

This form is provided to companies being represented by brokers in order to:

1. Provide us with the proper information for the "Official ShowGUIDE" (retailers use this as a reference throughout the year).
2. Serve as a confirmation that you understand and will abide by the rules and regulations published.

THIS COMPLETED AND SIGNED AGREEMENT IS A REQUIREMENT FOR PARTICIPATION IN THE SOHO EXPO. In order to ensure that your company's name will be listed in the pre-show promotion, this form must be received by 9/28/2023. Deadline to be included in the official ShowGUIDE is 10/27/2023. Deadline to be included in the ShowGUIDE ADDENDUM is 11/10/2023. We appreciate your cooperation and promptness in returning this form to SENPA®, proud producers of SOHO EXPO.

COMPANY AND CONTACT INFORMATION: *Include copy of your current business card with application.*

1. Company Name: _____

Exhibiting As:

Limit of 26 Characters including spaces and punctuation — As it will appear in ShowGUIDE and on Badges

2. Company Address: _____ Additional Address Info: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: (_____) (_____) Fax: (_____) (_____)

Email: _____ Web Site: _____

3. Primary Contact: *(Recipient of all convention communications and is authorized to make changes for company named above):*

Name: _____

Contact's information (if different from above) Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: (_____) (_____) Fax: (_____) (_____)

Email: _____ **STAY CONNECTED!** ▶ Preferred method of correspondence: email mail

Billing Contact Name: _____

Phone: (_____) (_____) Fax: (_____) (_____)

Email: _____ **STAY CONNECTED!** ▶ Preferred method of correspondence: email mail

SENPA Membership included in a full booth purchase. Please indicate SENPA voting delegate _____

CONTRACT REQUIREMENTS - Please answer ALL questions listed below.

4. Are you a first-time SOHO EXPO exhibitor? Yes No

5. Broker Name: _____

6. A. Required: Select one category that best describes your company's business:

- | | | | | |
|----------------------------------------|---------------------------------------|------------------------------------|--------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Apparel | <input type="checkbox"/> Appliances | <input type="checkbox"/> Beverages | <input type="checkbox"/> Food | <input type="checkbox"/> Health & Beauty |
| <input type="checkbox"/> Home & Garden | <input type="checkbox"/> Pet Supplies | <input type="checkbox"/> Services | <input type="checkbox"/> Supplements | <input type="checkbox"/> Supplements – Powdered |

B. Optional: Select all that apply and best describes your company's business:

- | | | | | |
|----------------------------------------|--------------------------------------------|----------------------------------------------|----------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Aromatherapy | <input type="checkbox"/> Business Supplies | <input type="checkbox"/> Clothing/Textiles | <input type="checkbox"/> Gluten Free | <input type="checkbox"/> Herbal Products |
| <input type="checkbox"/> Homeopathics | <input type="checkbox"/> Jewelry | <input type="checkbox"/> Non GMO – Certified | <input type="checkbox"/> Organic – Certified | <input type="checkbox"/> Publisher |
| <input type="checkbox"/> Raw Materials | <input type="checkbox"/> Other: | | | |

- 7.** Check all that apply:
- Broker (representing multiple companies)
 - Distributer (shipping of multiple lines of supplements, groceries, bulk, etc.)?
 - Manufacturer/Distributor of specific line(s) of product?
 - Other? Describe: _____

OPTIONAL OPPORTUNITIES: ADVERTISING, MARKETING AND SPONSORSHIPS AND PAYMENT OPTIONS

Select your advertising, marketing, and sponsorship choices below (See page 3 for brief descriptions of the opportunities listed below): Complete details are available at www.SOHOexpo.net => Exhibitor Resources => Marketing & Sponsorships

Buyer's Card - BEST VALUE! More Sales!	\$500	
ShowGuide Advertising - Over 3,000 printed - Full Color Ads		
Inside Front Cover	\$850	
Outside Back Cover	\$850	
Inside Back Cover	\$750	
Inside Full Page	\$650	
Inside Half Page	\$500	
Addendum - Half Page	\$500	
New Product Display - WOW! Show Off Not Once but Twice!		
Inside Exhibit Hall	\$70	
Show Entry Hall	\$100	
Golf Tournament - A Fair Way to Play!		
Tournament Sponsor	\$2000	
Box Lunch Sponsor	\$500	
Drink Ticket Sponsor	\$500	
Hole In One	\$500	
Water Sponsor	\$500	
Contest Hole	\$100	
Individual Hole	\$50	

Investment Sponsor - THANK YOU!	\$10,000/yr/3yrs	
SOHO Expo Sponsor - Great ROI - Help us support Retailers!		
Platinum	\$7500	
Gold	\$5000	
Silver	\$3000	
Patron	\$500	
Party - We will sing too!	\$3000	
Lanyard Sponsor	\$2500	
Badge Sponsor	\$2000	
Main Hallway Banner Display - Your Branding!	\$500	
Show Bag Sponsor- "Where Can I Get THAT bag?"	\$500	
SENPA® Support Club	\$	

*Marketing Cancellation must be made in writing before October 27, 2023 to receive refund less non-refundable \$25 fee.

PAYMENT OPTIONS FOR PROMOTIONAL OPPORTUNITIES: ADVERTISING, MARKETING, AND SPONSORSHIPS:

PAY BY CHECK - make payable to SENPA
 NOTE: Company checks not accepted after November 17, 2023 must be paid by cashier's check or money order.
 Applications received after 8/14/2023 must be accompanied by 100% of the fee
 Payment Amount US \$ _____ Check # _____

PAY BY CREDIT CARD Visa, MasterCard and American Express Accepted.
 NOTE: Invoice will be sent with payment instructions. Credit cards are processed through Authorize.net to ensure secure transactions. Your invoice will come from SENPA, Inc. invoice@authorize.net

*REQUIRED: Authorized Signature _____ Date _____
 Print Name _____ Title _____

EXHIBITOR ACCEPTANCE

It is agreed by the exhibitor to abide by all the conditions, rules, and regulations as set in this contract and the Exhibitor Rules and Regulations, which are a part of this contract and all other related material concerning the show, including any SENPA Trade Show Policy in effect provided to the exhibitor in writing. Exhibitor's signature below acknowledges acceptance of this contract and the Exhibitor Rules and Regulations. (By completing and returning this application, you are applying for exhibit space at SOHO EXPO and agreeing to payment and cancellation terms and all other terms in application and Exhibit Kit. SOHO EXPO reserves the right to reject any application for any reason.) THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING CONTRACT ON BEHALF OF THE COMPANY NAMED.

All information requested MUST be provided and accompanied by the correct deposit to be processed.

*REQUIRED: Authorized Signature _____ Date _____
 Print Name _____ Title _____



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SPONSORSHIP OPPORTUNITIES

Hotel Sponsorship – You Sponsor Retailers to attend the show!

As a Retail Hotel Sponsor, your contribution goes directly to offset accommodations at the Gaylord Palms for attending retailers - saving retailers money! Our goal is to encourage attendance and keep MORE retailers at the show by offering them a "\$65 rebate per room / per night" stay at the hotel on your behalf.

Three levels: Platinum Hotel (\$7500) Gold Hotel (\$5000) Silver Hotel (\$3000)



EXPO

SOHO EXPO Sponsorship – Be recognized for supporting our nonprofit association, SENPA®. All proceeds from the show go back into the industry.

Three levels: Gold Show (\$5000) Silver Show (\$3000) Bronze Show (\$1000) Patron Show (\$500)

President's Party (\$3000) – The "all show attendees invited" networking and fun event, Saturday Night during SOHO EXPO. You would be highlighted as a President's Party Sponsor in our print and email show promotions, social media venues, flyers, posters and invitations.

Airport Shuttle (\$2500) – Have your logo on free airport shuttle for attendees, they will love you!

Investment Level (3 year commitment – \$10,000 each year) We couldn't support the Retailers without you!

Our Investment Sponsorship package has been created to offer sponsor(s) a long-term, value-added program that has the broadest reach to retailers. The program offers a year-long package that includes our industry's best show: SOHO EXPO!

ADVERTISING & MARKETING OPPORTUNITIES

Official ShowGUIDE - Over 3,000 printed and taken back to the retail store.

The official SOHO EXPO Show Guide has become a year-long "hold-on-to" resource guide for retailers containing contact listings for all exhibitors, industry event calendar, broker information, and helpful association information... sponsors and advertisers are recognized all year long! ShowGUIDE Ads available in a wide range of pricing to fit your marketing needs. Full Color printing lets your brand shine!

Buyer's Card (\$500) - Best Value - Want Buyer's To Come To Your Booth?

The program drives every retail BUYER to each Buyer's Card participant's booth creating a win-win for both the exhibitor and retailer. Prize drawings are held at the end of the show with the retailer having to be present to win - giving them the opportunity to win great prizes and associate FUN with your brand.

New Product Display - Show Your Stuff! Not Once but Twice!

2 locations available: Inside Exhibit Hall (\$55) and Show Entrance Outside Hall (\$85) – Products are placed on tables inside and cases outside allowing retailers to see displays, read labels, and be directed to your booth.

Main Hallway Banner Display (\$500) - Bring your custom branding to the show.

Be right where the action is coming and going to and from the show floor! Have your message viewed in the main convention center hallway Saturday & Sunday during the show.

Retailer Show Bag Sponsor (\$500) - A great way to be seen throughout the show: "Where did you get that great bag?" Sponsor supplies the bags.

Golf Tournament - A "fairway" to target your marketing. Tournament Sponsor (\$2000), Box Lunch Sponsor (\$500), Drink Ticket Sponsor (\$500), Hole-In-One (\$500), Water Sponsor (\$500), Contest Holes (\$100), Individual Hole (\$50) or Prize Donation.

Retailer Lanyards (\$2500) - Touch every Retail Attendee.

Badge Sponsorship (\$2000) - Have your logo in front of all attendees on their show badge.

Complete details of Advertising, Marketing & Sponsorships are available at www.SOHOexpo.net => Exhibitor Resources => Marketing & Sponsorships. Our sponsorship programs have been designed to give your company the highest level of exposure and support your marketing goals. **For complete analytics of marketing items please contact the SENPA office.**

SENPA Proudly Produces



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SOHO EXPO – RULES & REGULATIONS – Brokered Companies

Exhibiting Information – *continued (page 1 of 4)*



EXPO

These Rules and Regulations have been drawn up for the purpose of providing a well-balanced, well-regulated, attractive and successful SOHO EXPO in an effort to provide the greatest good to the greatest numbers. Convention Management reserves the right in all emergencies to make such ruling as may appear to the best interest of the entire exhibition and the exhibitor agrees to abide by such rulings. Your company and all its representatives agree to abide by all the conditions, rules and regulations listed in this contract as well as all other related materials published concerning the show.

1. WHO SHOULD EXHIBIT:

The Natural Products and Food Industry. Manufacturers, Wholesalers and Suppliers of natural foods and health related products, publications and appliances. Exhibitors will be marketing to retail outlets of the Natural Products Industry.

2. ELIGIBILITY:

All products to be exhibited at the SOHO EXPO must be available through a retail store; if a product can be picked up by an independent dealer and sold from a home, it does not qualify for exhibiting at the SOHO EXPO. Management reserves the right to request a copy of business license, insurance and references.

3. CONTRACT FOR SPACE:

Shall be on space contract provided. Applicants are requested to indicate their preference for spaces, starting them in the order of choice. Any amount of exhibit space may be ordered by one company. Applicants who will represent other companies in exhibit space may include a maximum of two (2) companies per each booth. Multi-booth applications will be considered with a single company's products when management considers priority for specific booth spaces***. **(When two (2) companies share an exhibit space each must have its own Exhibit Application Contract. A booth share fee is required.)** (**Excludes New Market Square Pavilion.)

4. BOOTH ALLOCATIONS:

Booths will be allocated by a point system using the reservation date, quantity and types of booths purchased, sponsorships and previous participation in SOHO EXPO.

Location of booths requiring compressed air, water or gas will be determined by show management.

5. FULL & HALF BOOTH PRICE INCLUDES:

A Full Booth space is 10' by 10' or Half Booth (1/2) is 5' x 10'

Show carpet on floor and draped back walls and three-foot side railings

A 6 foot draped table (or two – 4' tables for sharing companies). Half Booth one 4' draped table

Two chairs and one waste basket

Friday and Saturday night security service at entrances to exhibit hall (see page 6, #20)

Two-line identification sign with booth number (aisles will also be numbered for easier location) – upgrade available

Hall and booths are carpeted, but may purchase other type from convention services

SENPA membership is included with booth purchase

Free Floor Booth # Marker

6. CANCELLATION INFORMATION

Please refer to your Broker for cancellation policies

7. REGISTRATION:

All attendees and participants must wear an official SOHO EXPO Convention & Trade Show identification badge at all times at all functions. Exhibitor Badges will be issued to Exhibitors through an on-line process - within the limits specified. Such badges are authorized for company personnel only and family members. Transfer of badge or inclusion of unauthorized persons is prohibited. All other attendees are to register directly with SOHO EXPO Office – fees may apply. **NOTE: See Rule 20 - COI required before badges issued.**

8. BOOTH REQUIREMENTS:

EXHIBITOR CAN DISTRIBUTE MATERIALS ONLY FROM THE BOOTH SITE.



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SOHO EXPO – RULES & REGULATIONS – Brokered Companies

Exhibiting Information – *continued (page 2 of 4)*



EXPO

9. EXHIBITS:

The Management reserves the right to prohibit the installation or removal from the exhibition any exhibit or part of an exhibit, any exhibitor or employee, which, or who, in the opinion of the Management is objectionable. This may apply to the actual exhibits, to signs, catalogs, souvenirs and printed matter or to persons and their conduct, and include violation of the Rules and Regulations set forth on this application, misrepresentations in applying for booth space and any other action which, in the sole judgment of the management is objectionable or contrary to the best interests of the Association. Such prohibition or removal may take place at any time and no exhibitor shall have any claim against the Management on account of such action.

Exhibitors cannot obstruct the vision to other booths by displays, signs, etc. Booth roof and aisle panels cannot extend more than 4 feet forward from the back wall, or be more than 8 feet high. Side panels that extend beyond 4 feet from the back wall may not exceed 3 feet in height for the balance of the distance (forward to the aisle). No part of the booth, signs or props may exceed 8 feet in height at any location. Reasonable variance will be considered provided renderings/sketches are presented to Management at least 60 days in advance of move-in. If you have any questions about your display, contact Convention Management immediately.

10. EXHIBITOR SOCIAL FUNCTIONS:

Exhibitors are prohibited from holding any function simultaneously with any scheduled SENPA convention event. Exhibitors must get approval, in advance, from the Convention Director for such activities. Penalties for such violations will include removal of the company's exhibit, without refund, and exclusion from the next SENPA convention. Friday and Saturday Night Vendor Programs are available after 7:30pm; call office for details.

11. GOODS TO BE EXHIBITED:

No exhibitor shall promote or exhibit or permit to be exhibited in the space allotted to him/her any goods other than those specified in the Exhibitor Contract for Trade Show Space when signed by management, nor shall he/she exhibit or permit to be exhibited thereon displays or advertising other than his/her own or as specified in the Exhibit Contract for Trade Show Space. No exhibits/displays/signs/personnel will be permitted in the convention center common areas or hotels in any place other than the regular assigned exhibit.

12. EXHIBITOR CREDIT:

The exhibitor will furnish to Management, upon request, credit information and credit reference.

13. COOKING FOODS:

Foods cooked at exhibitor's booth for sale on show floor is prohibited. Exhibitor must abide by rules of the Gaylord Palms Resort & Convention Center. No open flame devices allowed. The Cooking & Warming Food Form must be submitted by 11/17/2023. See Gaylord Palms Service Kit for form.

14. ADDITIONAL SERVICES IN BOOTH:

If you will require additional services such as: Compressed Air, Water (piped-in, dispenser with hot & cold, or just cold), Gas, or Ice in your booth contact show management in advance. NOTE: These items are billed separately by Convention Services.

15. FORCE MAJEURE:

SENPA shall not be liable for delay or failure of performance with respect to this subscription caused by an Act of God, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the SENPA ("Force Majeure Events") which, in SENPA's reasonable judgment, would make it commercially impracticable for either party or its members to perform their obligations. In such event, SENPA shall be entitled to retain such portion of the Contract Price as required to compensate SENPA for expenses incurred up to the time of the Force Majeure Event.

16. MUSIC, PHOTOGRAPHS, PUBLIC ADDRESS SYSTEMS, AND ANY COPYRIGHTED MATERIAL:

Loud speakers, public address systems or other audio visual aids, which may be distracting or disruptive, are prohibited. Final decision as to the level of distraction remains with show management. Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in the Exhibitor's booth or display. No exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works without first presenting to Management proof satisfactory that the Exhibitor has, or does not need, a license to such music or copyrighted material. Management reserves the right to remove from the exhibit all or any part of any booth or display which incorporates music, photographs or other copyrighted material for which the Exhibitor fails to produce proof that the Exhibitor holds all required licenses. The Exhibitor shall remain liable for and shall indemnify and hold Management, their agents and employees, harmless from all loss, costs, claims, cause for actions, suits, damages, liability, expenses, and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) of any patent, copyright or trade secret rights or privileges by Exhibitor, Exhibitor's agents or employees.



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SOHO EXPO – RULES & REGULATIONS – Brokered Companies

Exhibiting Information – *continued (page 3 of 4)*



EXPO

17. TEAR-DOWN OF EXHIBITS:

Retailers cannot buy product if you are closing down. No exhibits may be removed from the exhibition hall from the time of the opening of the show until closing time except on written permit from the Management and the permit will designate the hours at which that removal is to take place.

Penalty for tear down of booth before official closing (per program) on Sunday, December 3, 2023, will mean loss of priority in space selections for the 2024 show or may be subject to a refundable deposit to act as a bond.

18. INSURANCE OF EXHIBIT:

The Management has provided guards and will use every possible effort to safeguard exhibitor's property. SENPA cannot be held responsible for products in exhibits. If insurance is desired, it must be purchased by the exhibitor at his own expense, exhibitor may allow any article that will void or raise the premium of the insurance held by SENPA or the Gaylord Palms Resort & Convention Center. Exhibitor is responsible for any damage it inflicts on the facilities. Any violation will cancel the contract for exhibition space without refund.

19. HOLD HARMLESS:

It is understood that SENPA or the Gaylord Palms Resort & Convention Center or legal entities which own, lease, and/or operate these entities nor their members, officers, directors, or employees shall be held responsible or liable for injury to any person or persons or for loss or damage to any property belonging to the exhibitor or any person or persons while in the Gaylord Palms Resort & Convention Center or his goods while in transit to or from the building or while in the building for any cause whatsoever or otherwise, except for the gross negligence or willful misconduct of the Gaylord Palms Resort & Convention Center and their employees. The exhibitor assumes full responsibility and liability for all loss, damage, or destruction of the property of the exhibitor, his guests and all property of the Gaylord Palms Resort & Convention Center used by the exhibitor or brought upon the Gaylord Palms Resort & Convention Center premises in his behalf, except for the gross negligence or willful misconduct of the Gaylord Palms Resort & Convention Center and their employees. The exhibitor assumes full responsibility and liability for all injury to any and all persons or property in any way connected with the exhibitor display caused by the exhibitor's employees. The exhibitor indemnifies and agrees to hold harmless the SENPA or the Gaylord Palms Resort & Convention Center and legal entities which own, lease, and/or operate the Gaylord Palms Resort & Convention Center and SENPA, their members, officers, directors, and employees against any and all damage to property or personal injury caused by the exhibitor or his agents, representatives, employees, or any other person.

20. LIABILITY:

Exhibitor agrees that if SENPA should incur liability for any act whatsoever, as determined by an appropriate court of law or any other binding, decision-making body, the damages to which the exhibitor shall be entitled shall be limited to the amount of the exhibit fee paid by exhibitor.

Exhibitor agrees to obtain and keep in effect during the event a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. **Each Exhibitor will provide a certificate of insurance (COI) confirming such coverage to SOHO EXPO management BEFORE exhibitor will be able to pick up badges and allowed to exhibit.****

****The following verbiage should be placed in the Description field of the COI exactly as shown: "Gaylord Palms Resort & Convention Center, Hotel Manager, Ryman Hospitality Properties, Inc., RHP Property GP, LP, RHP Operations GP, LLC, Marriott International, Inc., GP Limited Partnership, Xentury City Development Company, LC, XCDC SPD, LLC and SENPA, Inc. are included as Additional Insured".**

21. EXHIBITOR SAMPLES:

Exhibitors may only distribute product samples, literature, or other material from their booth site and nowhere else in the Gaylord Palms Resort & Convention Center or hotel during the convention. Violations may result in closure of the exhibitor's booth without refund. Samples should be provided at no cost. SELLING OF SAMPLES OR PRODUCTS IS NOT ALLOWED.



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SOHO EXPO – RULES & REGULATIONS – Brokered Companies

Exhibiting Information – *continued (page 4 of 4)*



EXPO

22. HEALTH DEPARTMENT REQUIREMENTS:

Management requires that exhibitors who are handling food samples be aware of and follow any applicable State Health Department requirements which may apply to food handling. Management will not assume responsibility for monitoring these requirements.

23. PRE-SHOW DISCOUNTS:

Management respectfully requests that exhibitors at the SOHO EXPO refrain from offering pre-show discounts to retailers. This practice is harmful to the show and discourages show attendance.

24. SMOKING:

Smoking is prohibited at all times in the exhibition hall and during SENPA sponsored programs during the SOHO EXPO.

25. EXHIBITION SERVICE:

The Expo Group is the official exhibition company. Shipping and handling information will be provided. Florida is a “Right-to-Work State”.

26. EXHIBIT LOGISTICS:

An Exhibitor Service Kit containing detailed information will be available online at www.SOHOexpo.net in ample time for advance planning. The Kit will contain information regarding shipment, labor, electrical service, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly. Exhibitors must abide by the rules outlined in the Exhibitor Service Kit.

27. COMPLAINT PROCEDURE:

The Management agrees every exhibitor has the right to exhibit without harassment from another SOHO EXPO attendee. If you find a product or literature you consider questionable, please notify show management. A special committee will be available for the show management to notify in order to address the issue. All other issues should also be reported directly to the show management as soon as possible during the convention.

28. FALSE, MISLEADING OR DISPARAGING LITERATURE AND/OR PRODUCTS:

Show Management reserves the right to request that signs, catalogs, souvenirs and literature be submitted for review prior to accepting this application or prior to booth set-up. SENPA is committed to producing a trade show that represents all segments of the health food/natural products industry. Any company making claims about products or dispensing literature that can't be substantiated with significant scientific data in their booth may be subject to removal from the trade show floor without refund. SENPA does not permit the display of products labeled, marketed or promoted as “legal highs”, or “street-drug knock-offs” or products intended to mask substance abuse or interfere with substance abuse tests. If you find a product or literature you consider questionable, see rule 27, Complaint Procedure.



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