

## April 10-12, 2026 Venue: San Diego Convention Center 111 W. Harbor Dr, San Diego, CA 92101 Referred to in this document at SDCC.

# 2026 EXHIBITOR AGREEMENT - Updated March 2025

### Terms & Conditions (Note: this 2026 Exhibit Agreement Terms and Conditions, together with the "Rules and Regulations for Exhibitors 2026" form your binding contract with SCA)

**BOOTH DESCRIPTIONS:** Booth spaces are sold as Regular, Corner, Island, Exhibit Hall Tabletop, or Roaster Village Stand 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.

**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 all other applicable federal, state, and local disability rights legislation.

**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 other time. **Children under the age of 12 are not allowed** on the exhibit hall floor, lecture rooms or in Expo Workshops. Babies *in carriers* are the only exception (no strollers allowed on the show floor). Children 12 years and older are allowed on the exhibit hall floor and lectures during attendee hours with a paid registration. They will be allowed to attend Expo Workshops only if registered for the course/workshop.

**Priority Points and Booth Assignments:** Assignment of space is open by appointment prioritized by accumulated priority points. Exhibiting companies receive 1 pt per 10x10 booth space and points for sponsorship dollars spent with a maximum of 10 sponsorship points per show. Exhibitor priority points will be reset after 3 consecutive years of not exhibiting at US EXPO. Priority points are unique to each event and not shared across SCA trade shows. 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 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 San Diego Convention Center, its exclusive contractors or the Specialty Coffee 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 13, 2025, 25% of the Total Booth Contract Cost is due upon reservation, and the balance of 75% is due by October 13, 2025. After October 14, 2024, booth space reservations must be accompanied by 100% of the Total Booth Contract Cost. Booths not paid in full by October 14, 2025 are subject to relocation or cancellation at SCA's discretion with exhibitor's first payment paid with reservation retained by SCA as a cancellation fee. Wire and credit card fees are nonrefundable. A wire fee of \$100 will be charged to process refunds.

MEMBER BOOTH PRICING: Exhibitors must maintain their SCA membership, be current with their company's professional membership fees, and stay current through April 10, 2026 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 and complete a cancellation form. Such written notice will be deemed accepted on the date received by SCA. Wire and credit card fees are nonrefundable. A wire fee of \$100 will be charged to process refunds. Cancellations and booth downsizings are subject to the following cancellation schedule:

# BOOTH CANCELLATIONS – All amounts based on total contracted booth rates.

- Prior to October 13, 2025: 25% Cancellation Fee \_
- October 14, 2025 January 9, 2026: 50% Cancellation Fee
- January 11, 2026 March 10, 2026: 75% Cancellation Fee \_
- After March 11, 2026: 100% Non-Refundable

# BOOTH DOWNSIZE FEE - All amounts based on total contracted booth rates.

- Prior to October 13, 2025: No Downsize Fee
- October 14, 2025 January 10, 2026: 50% of the Booth Fee Difference \_
- January 11, 2026 March 10, 2026: 75% of the Booth Fee Difference
- After March 11, 2026: 100% of the Booth Fee Difference

**TRAVEL DOCUMENTS** - Exhibitors will not be eligible to receive a refund or deferral if they have not organized their travel documents in time to attend Expo. Exhibitors are responsible for the timely organization of all travel documents (valid passport, visa application, etc.), and failure to do so will not be an eligible reason for either a refund or deferral.

**INSURANCE – MANDATORY:** All exhibitors are required to carry insurance with minimum requirements as outlined in Rules and Regulations. Exhibitors who do not submit insurance prior to loading in, will have booth freight held until insurance is verified. No exceptions. {00025511.2} 2

**INDEMNIFICATION:** Exhibitor agrees to indemnify, defend, and hold harmless the San Diego Convention Center, SCA and all of their directors, officers, employees, agents, representatives, partners, affiliates, and contractors from and against any and all liabilities and claims, including attorney fees and other legal expenses, arising directly or indirectly from any act or failure by exhibitor of or in any way related to exhibitor's performance of the 2026 Exhibitor Agreement Terms and Conditions or these Rules and Regulations For Exhibitors 2026.

**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 controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules or by JAMS under its Streamlined Arbitration Rules and Procedure in Orange County, California, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator 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 and the Rules and Regulations for Exhibitors 2026 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: Specialty Coffee Expo Show Manager E-mail: <u>exhibit@sca.coffee</u>