

SQF365 Sponsorship Contract SQF Unites Exhibitor Contract

Please email this completed contract to: Cole Casten, ccasten@fmi.org

Upon reception of contract, you will receive an invoice.

COMPANY INFORMATION

COMPANY NAME (As it should appear on all promotional materials)

BUSINESS ADDRESS

CITY/STATE/ZIP

COMPANY PHONE

COMPANY WEBSITE

COMPANY CONTACTS

PRIMARY CONTACT (for sponsorship fulfillment correspondence)

PHONE NUMBER

EMAIL

MARKETING/SALES CONTACT (for mobile app listing)

PHONE

EMAIL

SPONSORSHIP SELECTION

Please indicate which opportunity you would like to sponsor:

<u>Level</u>	<u>Investment</u>	<u>Item Selection</u>
☐ SQF365 Elite	\$15,250	
☐ Premier	\$11,250	
☐ Partner A	\$8,750	
☐ Partner B	\$3,250	
<i>No presence in Tucson</i>		
☐ Exhibitors - 1 Booth	\$4,950	
☐ Purchase of Additional Booth	\$4,000	

Signature on form signifies that you are an authorized company representative and have read and agreed to the Terms and Conditions.

SIGNATURE

DATE

Sponsors must submit a company logo to FMI/SQFI at the time of commitment. Preferred file format is 3" x 3" EPS, AI, SVG, and/or high-resolution JPEG file. Logos can only contain one company name. If a new logo is submitted to FMI/SQFI after the original one is received, FMI/SQFI will try to update all marketing materials for conference moving forward but it is not guaranteed.

Sponsorships are sold on a first-come, first-served basis. Companies with an exhibit-only option select booth space after sponsors at the discretion of FMI/SQFI.

TERMS AND CONDITIONS

FMI/SQFI requires review and preapproval of any creative materials, including ads that are included as sponsorship benefits at events and in SQF communications, and reserves the right to refuse creative that is inappropriate, disparaging and not in the spirit of supporting the SQF collaborative community.

Sponsorship benefits go into effect upon receipt of the signed contract and full payment.

Cancellation of sponsorship must be requested in writing to ccasten@fmi.org prior to **November 8, 2026** to receive a full refund minus a \$250 administration fee. After **November 8, 2026** no refund will be given.

SQFI and FMI plans to host this event in person. If, for circumstances beyond our control or for attendee safety reasons, the event is canceled or held virtually, our sponsorship sales team will work with each sponsor to develop a mutually agreeable alternative package or deferment of benefits.

There is no competitive company category lockouts in any sponsor category.

FMI reserves the right to modify or cancel, at its discretion, any sponsorship opportunity at any time.

Sponsors that receive the full contact attendee list will need to agree to abide by our data use and privacy policy.

Good Neighbor Policy: The general rule of the Expo is "to be a good neighbor" No displays that interfere with the visual line of sight of your neighbors booths, or noise that is distracting to their business conversations or general experience should be worked out between each other as "good neighbors" should. Display Restrictions: Your display is restricted to the height of the backdrap and the booth and should not go into the aisle.

FMI/SQFI reserves the right to determine the eligibility of any company, product or service and to restrict, prohibit or evict any exhibitor or product that, in the opinion of FMI/SQFI, detracts from the character of the exposition or for any violation of the following Terms and Conditions. FMI/SQFI reserves the right to decline any exhibit, exhibitor or proposed exhibit that, in its sole discretion, is not suitable for the show.

Safe Quality Food Institute, (SQFI)
APPLICATION AND CONTRACT FOR SPONSORS AND EXHIBITORS

Thank you for your interest in serving as a sponsor and/or exhibitor for FMI, The Food Industry Association and SQFI (collectively “FMI/SQFI”) in connection with its SQF365 Conference (“Event”) scheduled for Monday, March 22, 2027 - Thursday, March 25, 2027 (“Event Dates”) in St. Louis, Missouri at the Union Station.

To qualify to be considered as a sponsor and/or an exhibitor for the Event, companies must establish that they offer goods and services of interest to FMI/SQFI members. Companies which meet these requirements are welcome to apply to be a sponsor and/or exhibitor for FMI/SQFI. FMI/SQFI shall review each company’s application to determine whether the applicant meets these requirements in its sole discretion. Until this Application and Contract is accepted and approved in writing by FMI/SQFI, it does not constitute a contract and in no way obligates FMI/SQFI to provide such sponsorship and/or exhibit opportunities.

REQUIRED COMPANY SIGNATURE

If this Application and Contract for Sponsors and Exhibitors is approved by FMI/SQFI in writing it, together with the Terms and Conditions outlined below as well as the rules and regulations of any Event facility (ies), and any other rules and regulations established by FMI/SQFI, shall constitute a contract between the company identified above (“Company”) and FMI/SQFI. On behalf of my Company, I certify that I am authorized to enter into this Application and Contract and will abide by and ensure that all Company employees and representatives abide by the Terms and Conditions outlined below as well as the rules and regulations of any Event facility (ies), and any other rules and regulations established by FMI/SQFI. I certify that all information contained in this Application and Contract is accurate and truthful and that if such information is determined by FMI/SQFI not to be the same both at the time of this Application and Contract and at any time thereafter, FMI/SQFI may terminate this Application and Contract immediately and without refund of any fees paid by Company. I acknowledge that FMI/SQFI reserves the right to determine eligibility of any company, product or service to participate in the Event and/or to restrict, prohibit or evict any Company or product that, in the sole opinion of FMI/SQFI, detracts from the character of the Event or for any violation of the Terms and Conditions set forth below. FMI/SQFI reserves the right to decline any sponsor, sponsorship, exhibit, exhibitor or proposed exhibit that, in its sole discretion, is not suitable for the Event.

Terms and Conditions

1. Company Corporate Logo - During the Term of this Application and Contract, Company grants to FMI/SQFI a royalty-free, non-exclusive right to display Company's corporate logo and other identifying information in connection with FMI/SQFI's meetings and events (collectively "Event"), as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the Event. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by FMI/SQFI. FMI/SQFI shall be responsible for all aspects of the advertising, promotion, organization and coordination of the Event.
2. Creative Materials - FMI/SQFI requires review and preapproval of any creative materials, including ads that are included as sponsorship benefits at the Event and in FMI/SQFI communications, and reserves the right to refuse creative materials that it deems to be inappropriate, disparaging and not in the spirit of supporting the FMI/SQFI collaborative community.
3. Event Location and Timing - It is understood and agreed by Company that FMI/SQFI may make adjustments to the timing, dates, hours, floor plans, exhibit location, and location of the Event as well as to the format of the Event including, but not limited to, changing the Event from an in-person event to a virtual event and, if FMI/SQFI deems it necessary, cancel such Event due to reasons beyond FMI/SQFI control as outlined in the Force Majeure provision below.
4. Modification of Benefits – FMI/SQFI may modify the benefits offered to Company should such modifications be warranted due to circumstances beyond its control.
5. Payment - In consideration for the right to sponsor and/or to exhibit at the Event, Company agrees to make a payment to FMI/SQFI in the amount indicated above. This payment shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by FMI/SQFI on behalf of Company, or income from a partnership or joint venture.
6. Assignment/Subletting – Company may not assign, sublet or otherwise dispose of any exhibit space without the prior written consent of FMI/SQFI.
7. Use of Exhibit Space - No persons other than the Company's employees may exhibit or solicit business in the assigned space. Advertising and solicitation of orders by persons not registered to exhibit at the Event is not permitted. Company may not show goods or services other than those manufactured or provided by it in the regular course of business. Good Neighbor Policy: Company shall not include any displays that interfere with the visual line of sight of its neighboring booths, or generate noise that is distracting to the business conversations or general experience of its neighboring booths. It is expected that Company will work with its neighboring booths to resolve any such concerns. Company's displays are restricted to the height of the backdrape and the booth and should not go into the aisle.
8. Company Conduct – Company Representatives must treat all Event participants with respect and create a collegial, inclusive, and professional environment. Event participants will value a diversity of views and opinions by communicating openly with respect for others. Company Representatives shall not discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank. Any Company Representative requested to stop unacceptable behavior is expected to comply immediately.

9. Company Property - FMI/SQFI will employ guards to take reasonable precautions for safeguarding the Company's property. However, FMI/SQFI, the Event facility, their respective officers, directors, employees or agents will not be liable for loss or damage to Company's property.
10. Exhibit Location - FMI/SQFI will be the sole assignor of the Company's booth location. FMI/SQFI reserves the right to rearrange the floor plan and relocate any exhibit upon notification with said Company.
11. Safety - Company is entirely responsible for the leased space and agrees to reimburse FMI/SQFI for any damage to the booth floors, walls, parking lot, or equipment. All food and product samples to be distributed at the show must be approved by FMI/SQFI in advance. All materials must be flame proofed. No flammable or toxic fluids or substances may be used or shown in the hall. Smoking and balloons are prohibited in the hall.
12. Cancellation by Company - Company shall notify FMI/SQFI in writing should it cancel this Application and Contract and/or the benefits set forth herein. Written notice must be sent to Cole Casten at ccasten@fmi.org. If notice of cancellation is received by FMI/SQFI as set forth above on or before November 8, 2026, Company shall receive a refund of its fees less a \$250.00 administration fee to be retained by FMI/SQFI. If notice of cancellation is received by FMI/SQFI as set forth above on or after November 9, 2026, Company shall not receive a refund of any fees it paid to FMI/SQFI.
13. Termination - This Application and Contract shall terminate: (i) upon the occurrence of a material breach of a material provision by Company if such breach is not cured within five (5) days after written notice of such breach is received by Company from FMI/SQFI identifying the breach; (ii) immediately upon receipt of written notice for matters involving the conduct of Company Representatives as referenced in Section 7 above; or (iii) at any time upon the mutual written consent of both parties. Company shall not be entitled to a refund of its payment as a result of its termination of this Application and Contract unless otherwise agreed by the Parties OR there are certain sponsorship benefits which have not been provided yet or for which no costs have yet been incurred by FMI/SQFI.
14. Force Majeure - If Company should be prevented or materially affected from conducting the Event or from providing any sponsorship benefits due to circumstances beyond its control, including but not limited to, acts of God; war; curtailment or interruption of transportation facilities; strikes or imminent threat thereof; threats of acts of terrorism or similar acts; disease; any restrictions; resolutions and regulations (including, but not limited to, those regarding travel, self-quarantine and gathering size) imposed by any state within the United States of America; State Department or other governmental or international agency travel advisory; full or partial government closure; prohibition or limitation of travel by any government employees; corporate and educational institution travel restrictions; civil disturbance; or any other cause beyond the parties' control, or if the FMI/SQFI determines not to offer the Event or sponsorship benefits at its sole discretion. FMI/SQFI will refund the Company the amount of the payment made to it by Company with no further obligation or liability to the Company.
15. Americans with Disabilities Act - Exhibitors shall be responsible for compliance with the Americans with Disabilities Act as it relates to their participation in the FMI/SQFI show, their booth, promotional materials and other services and activities conducted by the Company during the FMI/SQFI show.
16. Installation and Dismantling - Installation of booths must be complete at time published or space will be released without refund. The Company agrees to not dismantle, pack or remove any part of its exhibit until the Event's published closing time.
17. Company Functions - Any Company which would like to use function space at any of FMI/SQFI's contracted hotels or within the Event facility must first obtain the prior written approval of FMI/SQFI for use of

such space through Valencia Covington, vcovington@fmi.org. Company shall not host any functions during Event programming or show hours.

18. Photography/Videography Release - FMI/SQFI reserves the right to allow its contracted photographer and/or videographer to take photos and video of the Event. Registration and attendance at or participation in the Event, or FMI/SQFI meetings and other activities constitutes an agreement by the Company on behalf of its employees, agents and contractors to FMI/SQFI to use and to distribute (both now and in the future) of the image or voice of Company, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

19. Recording by Company; Broadcasting, Webcasting – No photography and/or videotaping will be permitted by Company during the Event without prior written authorization of FMI/SQFI. Company shall not broadcast or webcast any portion of the Event without the prior written consent of FMI/SQFI.

20. Attendee List; Personal Data - Attendee lists from the Event are distributed to primary contacts. Such lists shall only be used for mailings of promotional material relating to an Exhibitor's booth at The SQF Unites Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). WARNING: No other individual or organization is authorized to market or sell attendee lists; beware of companies which appear to be authorized by FMI/SQFI attempting to sell such lists.

21. Indemnification - Company shall indemnify, defend and hold harmless FMI/SQFI, their respective officers, directors, employees, agents, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any negligent or intentionally harmful or wrongful act or omission by Company or any of its officers, directors, employees, or agents; (ii) any use of Company's name, logo, Web site, or other information, materials, products, or services provided to it by Company; and/or (iii) the breach of any of the covenants, representations, and warranties made by Company in this Application and Contract. The provisions of this Section shall survive any termination or expiration of this Application and Contract.

22. Severability and Enforcement - The parties explicitly acknowledge and agree that the provisions of this Application and Contract are both reasonable and enforceable. However, the provisions of this Application and Contract are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

23. Amendments and Determinations - These Terms and Conditions are a part of the Application and Contract between the Company and FMI/SQFI. FMI/SQFI requires full cooperation of the Company in observing these regulations. Points not covered in this Application and Contract are subject to the sole determination of FMI/SQFI. Company acknowledges that FMI/SQFI may amend these Terms and Conditions at any time and shall provide Company with notice of such amendments.

24. Violations - Violations of any of these Terms and Conditions on the part of Company, its employees or agents shall, at the option of FMI/SQFI, constitute cause for FMI/SQFI to terminate this Application and Contract and/or expel Company from the show, become ineligible to participate in future FMI/SQFI shows and Company shall forfeit all fees paid.

25. Relationship of Parties - The relationship of the parties to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Application and Contract, or to represent that FMI/SQFI is in the business of providing the products and/or services provided by Company.

26. **LIMITATION OF LIABILITY** - IN NO EVENT SHALL FMI/SQFI, THEIR RESPECTIVE OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "FMI/SQFI PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE COMMODITY CLASSIC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT FMI/SQFI PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE FMI/SQFI PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY FMI/SQFI PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.