

2025 KeHE Holiday Show | JUNE 11-12, 2025

EXHIBITOR RULES AND REGULATIONS

IN-PERSON SHOW EXHIBITOR

1. Exhibitors; Exhibitor Parties; Rules & Regulations

All exhibiting companies (“**Exhibitor(s)**”), as well as Exhibitor employees, contractors, guests, participants, users, attendees, brokers, representatives, agents, or other parties acting on behalf of Exhibitor (“**Exhibitor Parties**”), participating in the **2025 KeHE Holiday Show** (hereinafter, “**KeHE Show**”) are required to complete an Exhibitor Contract and comply to the following Exhibitor Rules and Regulations. KeHE may update these Exhibitor Rules and Regulations as necessary, in its sole discretion.

2. Application and Payment

The KeHE Show accepts, for processing only, those applications that are completed with all required information, signed by an appropriate company representative of the exhibiting company, and is accompanied by the appropriate payment listed. Applications to exhibit were not processed unless the Exhibitor is a participant in the KeHE CONNECT® BI program.

Full payment for all Exhibitors is due **March 7, 2025**. Payment options include deduction, which is based on supplier eligibility, check or ACH wire. We cannot accept payment from Bill.com or any other payment billing sites. If any Exhibitor fails to pay in full, when due, any sum required, or fails to observe or abide by these Exhibitor Rules and Regulations, KeHE Show Management reserves the right to terminate the Exhibitor's Contract immediately without reimbursement or refund of amounts previously paid. Exhibitors who have not paid in full will not be permitted to set up their booth(s). No payments will be collected onsite.

3. Device Requirement; BYOD

Bring Your Own Device (BYOD): To place orders in KeHE CONNECT® during the 2025 Holiday Show, we strongly recommend bringing your own device. If you prefer to **rent an iPad from KeHE, the rental fee will be \$100**. *Price subject to change. This fee must be paid by March 7, 2025, when signing your exhibitor contract for your booth. The fee will be included in your payment type (deduction, check, ACH or wire). The iPad can be picked up at the KeHE CONNECT desk on the show floor and must be returned by the show's closing on June 12, 2025. Only one iPad per ESN is allowed. You are responsible for the iPad. Fees will apply if it's not returned upon the in-person show ending. If you do NOT pick up your iPad onsite, you will NOT receive a refund from your reservation made at the time of your booth sign up.

4. Eligibility; Display of Non-Approved Products

The objective of the KeHE Show is to showcase products that are distributed by KeHE Distributors. Eligible companies are those that have been specifically invited to exhibit by KeHE. KeHE reserves the right to revoke a company's exhibit privileges and terminate the Exhibitor Contract if the company's product(s) are no longer distributed by KeHE. KeHE does not specify that any space will be available to any applicant. Please note, no more than 3 brands can be showcased per booth, and they must all fall under the same ESN.

KeHE will charge a \$1,500 violation fee to any Exhibitor displaying product(s) that are not part of KeHE's current inventory and properly slotted.

5. Exhibitor's Authorized Representative; Removal of Exhibitor or Products

Each Exhibitor must have at least one person to be its representative in connection with installation, operation, and removal of its exhibit. Such representative shall be authorized to execute the service contracts as may be necessary and for which the Exhibitor shall be responsible, and Exhibitor assumes responsibility for such representative being in attendance throughout all exposition periods.

Exhibitor is responsible for the actions of all Exhibitor Parties participating under its company name, including, but not limited to, brokers, and agents. Exhibitor expressly authorizes its designated broker to act on its behalf during the KeHE Show. KeHE reserves the right to remove or discharge any Exhibitor that is not in compliance with KeHE's Rules and Regulations, or compromises the business or the event, in KeHE's sole discretion. Additionally, KeHE reserves the right to restrict any promotional item that is deemed inappropriate by KeHE Show Management, in KeHE's sole discretion.

6. Exhibitor and Guests Age Restrictions

All Exhibitors and Exhibitor Parties of the KeHE Show must be at least **21 years of age** and will be required to show ID at registration to enter the Exhibit Hall and to attend all show functions. People 0-20 years of age, including infants & toddlers are not permitted on the KeHE Show floor or at any of the KeHE events, functions, or activities, including, but not limited to, setup or tear-down, show functions before, during and after the show, regardless of affiliations or circumstances. No exceptions will be made. All Exhibitors and Exhibitor Parties are asked to abide and enforce such policy. Failure to comply may lead to Exhibitor Contract termination.

7. Management

KeHE utilizes Smithbucklin Corporation to assist KeHE in the management of its tradeshow ("**KeHE Show Management**"). KeHE Show Management reserves the right to remove or alter any exhibit that does not comply with KeHE Rules & Regulations.

8. Assignment of Space

Booth space will be assigned after the cut-off date of **April 2, 2025**. A confirmation of your booth number will be emailed to the key contact approximately ten (10) weeks prior to the 2025 KeHE Holiday Show. Please note that the floor plan is subject to change and KeHE reserves the right to assign space or rearrange the floor plan and/or relocate any exhibitor at any time, before or during the event.

9. Product Images & Sponsorship

KeHE shall display images of Exhibitor's products that it receives directly from its third-party service provider, IX-One. Exhibitors may sponsor advertisements that will be displayed on the KeHE Show platform or samples that have been mailed directly to KeHE customers. Please contact Events@kehe.com for more information and sponsorship fees.

10. Installation and Dismantling

Installation will begin on **Tuesday June 10, 2025**. All exhibits must be completed, staffed and ready by **9:00 a.m. on Wednesday June 11, 2025**. No Exhibitor shall begin dismantling their exhibit prior to **5:00 p.m. on Thursday June 12, 2025**. Exhibitors that have not completed installation or are "not show ready" by the stated time, or Exhibitors who dismantle their exhibit prior to the stated time, may be fined \$500 and may be prohibited from exhibiting in future KeHE events.

11. Security

KeHE Show Management will provide 24-hour perimeter security from the start of set-up on **Tuesday June 10, 2025**, through the end of dismantling on **Thursday June 12, 2025**. However, Exhibitor is solely responsible for all materials and property of Exhibitor and Exhibitor Parties. Exhibitor should insure its property against loss or theft. Exhibitors are advised to take individual precautionary measures such as securing portable articles of value and removing such articles to a place of safekeeping after the exhibit hours.

12. Service Organization and Electronic Exhibitor Services Manual

The electronic KeHE Show Exhibitor Services Manual will be emailed to the one person designated as the booth contact for your company. Please be certain the individual listed on the contract is the main contact, as all correspondence will be routed through that individual. KeHE Show Management will select certain firms as official contractors for exhibitor services. The forms in this manual will be provided by T3 Expo. T3 Expo will provide a single service, one stop shop for all forms, such as electrical, audio visual, and more.

13. Booth Construction, Design, and Layout

KeHE utilizes a cubic content policy for all purchased exhibit space onsite. Cubic content is a unit of measurement allowing display materials and products to occupy 100% of the exhibit space purchased, regardless of sightlines. Exhibitors may display banners, metro racks, shippers or other items anywhere within their space, as long as they are within the 10' wide x 10' deep x 10' high parameters (per 10x10 space).

14. Americans with Disabilities Act/Similar non-U.S. Statutes

Exhibitors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall indemnify, defend, and hold KeHE harmless from any consequences of failing to do so.

15. Character of Displays

Exhibitors shall not exhibit, or permit to be exhibited, any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of KeHE, without a written request and approval from KeHE. KeHE Show Management reserves the right to: (1) prohibit an Exhibitor to conduct and maintain an exhibit if, in the judgment of KeHE Show Management, it compromises the business or the event, and (2) restrict any promotional item that, in the judgment of KeHE Show Management, is deemed inappropriate.

16. Marketing Activity Onsite

All Exhibitor marketing activities must be confined to the Exhibitor's allotted booth space, unless Exhibitor is participating in a prepaid sponsorship and is approved by KeHE Show Management. KeHE will charge a \$1,500 violation fee to any/all Exhibitors who distribute samples or place marketing materials, other than approved KeHE sponsorships, outside of their allotted booth space, including but not limited to common area tables and restrooms. To protect all sponsorship participants, the following marketing activities are prohibited: Placement of Exhibitor signage outside of an Exhibitor's assigned booth space. Distribution of Exhibitor Product outside of Exhibitor's assigned booth space. (Examples: the distribution of products or marketing materials in and around the shuttle area, eating and business areas, parking garages, and/or and other areas at the KeHE Show venue).

17. Cooking Regulations

No combustible oils, bottled gases or open flames of any kind will be allowed in the Exhibit Hall. Exhibitors using any kind of cooking equipment must have a fire extinguisher in their exhibit space. Without a fire extinguisher, no cooking will be permitted. All exhibitors who will be heating or cooking food must provide a Plexiglas shield in front of all cooking and heating equipment. Any exhibitor using heat-producing equipment must provide ventilation, safety equipment, proper insulation and utility connections meeting all local fire regulations. Fire regulations prohibit the use of paper, crepe paper, corrugated paper, oil cloth, tar paper, nylon, plastic, uncoated cardboard, untreated wood and any other combustible or flammable materials for the decorating of an exhibit space. No cooking or heating appliances which are in use may be left unattended in an exhibit booth for any period of time. Exhibitors using cooking equipment will be required to obtain a rider on their insurance and will be required to show proof of insurance before set-up. The following are to be named on the rider: **KeHE Distributors, Inc., McCormick Place Convention Center, T3 Expo, and Smithbucklin Corporation.**

18. Distribution of Alcoholic Beverages

All alcohol must be provided and served by OVG Hospitality. Please contact the KeHE Events Team for additional details.

19. Sample Size Limit

All samples shall be proportioned as follows:

- Food Samples shall be limited to at or about 6 oz.
- Nonalcoholic Beverages shall be limited to 20 oz. cans, bottles, or cups.
- Licensor's exclusive food and beverage provider, as a licensee is responsible for the administration of the sale and service of all alcoholic beverages in accordance with the Illinois Liquor Commissions regulations.
- Food items are limited to "bite size", not to exceed 1 oz.

20. Badges

All Exhibitors and Exhibitor Parties must be wearing a badge to enter the KeHE Show floor. Badges are not transferable, and Exhibitors are prohibited from assigning participation to another Exhibitor. KeHE Show Management must be advised of any changes to Exhibitor Parties registered to participate in the show, and new contact information must be provided.

Exhibitor is responsible for all badged parties under their Exhibitor name. KeHE reserves the right to remove or discharge any Exhibitor who has badged inappropriate parties.

21. Care of the Building; Fire Safety Regulations

Exhibitors will be held responsible for any damage caused by fastening displays or fixtures to the building floors, walls or columns or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns and floors or to standard booth equipment.

Exhibitor assumes all responsibility for compliance with local, city and state safety, fire and health ordinances covering installation and operation of equipment. All display or exhibit materials and equipment must be properly located and protected by safety barriers and fire-proofed to prevent fire hazards or personal accidents to spectators. KeHE reserves the right to dispose of any food items that may pose a health and safety risk (i.e. food that has gone bad due to heat or food that attracts insects).

22. Subletting

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them.

23. Cancellations

Cancellation of exhibit space must be directed in writing to Events@KeHE.com, in accordance with the notice of cancellation timeline and policy set forth in the Exhibitor Contract.

24. COVID-19; Release, Indemnification, and Insurance

All Exhibitors and Exhibitor Parties acknowledge there is always inherent risk in participating in any activity, and in light of the ongoing spread of the COVID-19 pandemic, this there is a heightened degree of personal risk and responsibility. While participating in events held or sponsored by KeHE Distributors, consistent with CDC guidelines, all Exhibitors and Exhibitor Parties are encouraged to practice hand hygiene, "social distancing," and wear face coverings to reduce the risks of exposure to COVID-19. KeHE has put in place COVID-19 protocols in compliance with local laws and regulations, however, KeHE cannot guarantee that Exhibitor or Exhibitor Parties will not become infected with COVID-19.

By attending any face to face/in-person KeHE activities or events, all Exhibitors and Exhibitor Parties acknowledge and certify the following:

- No one under the age of 18 years will attend or participate in any KeHE activity or event.
- Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19, and Exhibitor Parties knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19,
- Each individual Exhibitor and Exhibitor Party will monitor its own health status and will not attend any face to face/in-person KeHE activity or event if symptomatic in any way or if believed to have been exposed to someone with COVID-19. If, during any event or activity, an Exhibitor or Exhibitor Party experiences any symptoms, such Exhibitor Party discontinue participation immediately and seek appropriate medical attention.
- KeHE's COVID-19 protocols, including, but not limited to, masking, social distancing, vaccination requirements, and testing, may be updated at any time if local conditions change, and the KeHE Show, or any event or activity, may be shortened, cancelled, delayed, changed, or otherwise altered as KeHE monitors local, state, and federal guidelines.

All property of Exhibitor and Exhibitor Parties is understood to remain under their custody and control in transit to or from or within the confines of the Exhibit Hall. Exhibitors are required to obtain from their insurance company a rider to cover exhibit material against injury to the person and property of others. Neither KeHE Distributors, nor SmithBucklin, nor the McCormick Place Convention Center, nor T3 Expo will be responsible for any injury, loss, or damage that may occur to Exhibitor or Exhibitor Parties or property from any cause prior to, during or subsequent to the period covered by the Exhibitor Contract. All Exhibitors agree to be bound by KeHE's Hold Harmless Agreement and Guarantee/Warranty of Product. Exhibitor agrees to indemnify, defend, and hold harmless the Released Parties against any and all claims arising from Exhibitor and Exhibitor Party participation in the KeHE Show, events, and activities.

EXHIBITOR AND EXHIBITOR PARTIES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST KEHE DISTRIBUTORS, SMITCHBUCKLIN, MCCORMICK PLACE CONVENTION CENTER, AND T3 EXPO, INCLUDING IN EACH

CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "**RELEASED PARTIES**"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS (INCLUDING, BUT NOT LIMITED TO COVID-19), ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH ITSELF, ITS HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON ITS BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPATION IN ANY KEHE EVENT OR ACTIVITY, INCLUDING ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED.

VIRTUAL SHOW EXHIBITOR

1. Exhibitors; Exhibitor Parties; Rules & Regulations

All exhibiting companies ("**Exhibitor(s)**"), as well as Exhibitor employees, contractors, guests, participants, users, attendees, brokers, representatives, agents, or other parties acting on behalf of Exhibitor ("**Exhibitor Parties**"), participating in the **2025 KeHE Holiday Virtual Show** (hereinafter, "**KeHE Virtual Show**") are required to complete an Exhibitor Contract and comply to the following Exhibitor Rules and Regulations. KeHE may update these Exhibitor Rules and Regulations as necessary, in its sole discretion.

2. Application & Participation

The KeHE Virtual Show accepts, for processing only, those applications that are completed with all required information, signed by an appropriate company representative of the exhibiting company, and is accompanied by the appropriate payment listed. Applications to exhibit were not processed unless the Exhibitor is a participant in the KeHECONNECT® BI program.

Full payment for all Exhibitors is due **March 7, 2025**. If any Exhibitor fails to pay in full, when due, any sum required, or fails to observe or abide by these Exhibitor Rules and Regulations, KeHE reserves the right to terminate the Exhibitor's Contract immediately without reimbursement or refund of amounts previously paid.

3. Eligibility; Display of a Non-Approved Product

Eligible companies are those that have been specifically invited to exhibit by KeHE. The objective of the KeHE Virtual Show is to showcase products that are distributed by KeHE. KeHE reserves the right to revoke a company's exhibit/participation privileges and terminate the exhibit/participation agreement if the company's product(s) are no longer distributed by KeHE. KeHE will charge a \$1,500 violation fee to any Exhibitor displaying product(s) that are not part of the KeHE inventory and properly slotted.

4. Exhibitor's Authorized Representatives; Removal of Exhibitor or Products

Exhibitor is responsible for the actions of all Exhibitor Parties participating under its company name, including, but not limited to, brokers, and agents. Exhibitor expressly authorizes its designated broker to act on its behalf during the KeHE Virtual Show and on its virtual platform. KeHE reserves the right to remove or discharge any Exhibitor that is not in compliance with KeHE's Rules and Regulations, the terms and conditions of the KeHE Virtual Show platform, or compromises the business or the event, in KeHE's sole discretion. Additionally, KeHE reserves the right to restrict any promotional item that is deemed inappropriate by KeHE Show Management, in KeHE's sole discretion. KeHE Show Management must be advised of any changes to users, participants, and representatives registered to participate in the show, and new contact information must be provided. Exhibitors are prohibited from assigning participation to another Exhibitor.

5. Products Images & Sponsorship

KeHE shall display images of Exhibitor's products that it receives directly from its third-party service provider, IX-One. Exhibitors may sponsor advertisements that will be displayed on the KeHE Virtual Show platform or samples that have been mailed directly to KeHE customers. Please contact Events@kehe.com for more information and sponsorship fees.

6. Cancellations

Cancellation of Exhibitor participation must be directed in writing to Events@KeHE.com, in accordance with the notice of cancellation timeline and policy set forth in the Exhibitor Contract.

7. Exhibitor Participants Must Be 21+ Years of Age

All Exhibitor and Exhibitor Parties must be at least 21 years of age. No exceptions will be made. All Exhibitors and Exhibitor parties are asked to abide and enforce such policy. Failure to comply may lead to Exhibit Contract termination and removal from the KeHE Virtual Show platform.

8. COVID-19; Release, Indemnification, and Insurance

Although the KeHE Virtual Show is not an in-person event, it may still be impacted by circumstances related to the COVID-19 pandemic. The KeHE Virtual Show, or any event or activity, may be shortened, cancelled, delayed, changed, or otherwise altered as KeHE monitors local, state, and federal guidelines.

All Exhibitors agree to be bound by KeHE's Hold Harmless Agreement and Guarantee/Warranty of Product. Exhibitor agrees to indemnify, defend, and hold harmless the Released Parties against any and all claims arising from Exhibitor and Exhibitor Party participation in the KeHE Virtual Show, events, and activities.

EXHIBITOR AND EXHIBITOR PARTIES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST KEHE DISTRIBUTORS, SMITCHBUCKLIN, THE MCCORMICK PLACE CONVENTION CENTER, AND T3 EXPO, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "**RELEASED PARTIES**"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS (INCLUDING, BUT NOT LIMITED TO COVID-19), ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH ITSELF, ITS HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON ITS BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPATION IN ANY KEHE EVENT OR ACTIVITY, INCLUDING ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED.