

## EXHIBITOR TERMS & CONDITIONS

You, as an Exhibitor (“Exhibitor”), acknowledge and guarantee that you have read through and agree to these Terms and Conditions (“Terms”) and the Vendor Product Sampling Requirements attached here. You guarantee that you are an existing vendor of SFM, LLC d/b/a Sprouts Farmers Market (“Sprouts”) and that in order to participate at a Sprouts event (“Event”) as an Exhibitor it is a prerequisite to be an existing, active, and approved vendor that has provided all updated Certificate of Insurance and any such relevant information to Sprouts. Your reservation of a booth and exhibition at the Event constitutes your Agreement to follow these Terms and Conditions and be bound by them.

### BOOTH RESERVATION & CONFIRMATION

Exhibitor may reserve a booth at the Event and Exhibitor agrees to abide by the Terms to ensure safety and security of the booth, all areas around the booth, and any other areas at the event location that the Exhibitor is permitted to attend and use as part of the Event (the “Premises”). All booth reservations must be made online only. Space is reserved on a first-come/first-served basis. Exhibit space availability is updated in real-time allowing Exhibitors to select any booth not already reserved. Upon completion of registration, a confirmation email will be sent to the person listed as the main contact. The main contact will receive all future Event communication and is responsible for badge registration of any show staff. If the main contact changes, it is the Exhibitor’s responsibility to notify tradeshow management at [tradeshow@concinnyevents.com](mailto:tradeshow@concinnyevents.com).

### BOOTH FEES & PAYMENT

Booth pricing is determined based on size and/or location, as defined in the booth registration application. Specifications for booth inclusions are outlined in the booth registration system during the application process. By completing registration, you agree to all booth related fees specific to the booth selected.

Where payment is required, I acknowledge and agree that Sprouts is authorized to charge via the Sprouts billback management system as an invoice deduction. I agree that billback will result in the stated fees being deducted via invoice deduction. For distributed lines, the distributor is authorized to deduct the stated fees from an invoice from the vendor and to issue a credit for that amount to Sprouts. I understand that these fees can be used for all applicable expenses incurred by Sprouts in connection with brand impressions and/or educational purpose.

### CANCELLATION POLICY

All exhibit space cancellations or reductions must be done in writing via email to [tradeshow@concinnyevents.com](mailto:tradeshow@concinnyevents.com). Upon cancellation, exhibitor loses all right to space and Sprouts reserves the right to resell or reassign that space to another Exhibitor. Space reductions will be considered a cancellation of the original space and new booth space must be purchased. Exhibitor will be required to move to a new location if it requests a reduction of space as the layout is fixed. Refunds to be calculated based on the below schedule:

- Prior to July 1: Full refund will be issued if your booth space can be resold.
- Prior to August 1: 50% refund of booth fees.
- After August 1: No refund will be issued.

### BOOTH GUIDELINES

Booth locations are exhibitor selected during registration and cannot be changed onsite. Exhibitor agrees to abide by booth guidelines outlined in the Freeman Exhibitor Services Kit. All Exhibitors must remain within the designated space of their booth. No exhibitor will be permitted to erect signs or display products in such a manner where they would obstruct the view, cause injury, or adversely affect the display of other Exhibitors. Show management reserves the right to suspend any demonstration, solicitation, or activity that results in obstruction of aisles, prevents access to a nearby exhibitor’s booth, creates a disturbance or includes unapproved items. All materials used in booth

decoration/construction must be flame retardant. Only currently active, or recently approved, brands are permitted to exhibit at the Event. Items featured during the Event must be currently, or recently, approved APL items active in Sprouts stores.

#### **USE OF AISLES AND COMMON AREAS**

Distribution of samples or other exhibitor materials of any kind, including printed and promotional materials, is restricted to the designated exhibit space. All aisles and common areas are to remain clear and unobstructed.

#### **EXHIBITOR BADGES**

Badges should be registered for online, in advance. Badges are required for all event attendees and show staff. It is the responsibility of the booth main contact to provide badge registration information to all show staff. A late fee will be applied to any badge registrations that are not completed by 8/16, including those procured onsite. Each contracted booth includes three (3) complimentary badges. Additional badges can be purchased. Attendees with Exhibitor badges will be admitted to the tabletop show setup/teardown and execution, evening event, show day lunch and Vendor Address. Exhibit/show staff are not permitted to attend any Sprouts training sessions.

#### **EXHIBIT SETUP / TEAR DOWN**

All show setup and teardown must be conducted during the times specified. Booths must be setup by 11:00am on August 18, 2025, or Sprouts has the right to reassign the booth space. Exhibitor is expected to maintain their booth and not begin to dismantle until official closing time of the show at 5:30pm on August 18, 2025. Exhibitors must contract with the designated show service contractor, Freeman, for all booth service needs. No other contractors will be permitted without prior written approval from Sprouts. Complete show service details including shipping instructions, furniture rental, electrical work, labor, cleaning and dismantling, etc. is available in the Freeman Exhibitor Kit. A Freeman service desk will be maintained onsite in the exhibit area. Exhibitor shall not alter the premises other than to set up a booth and Exhibitor shall use best efforts to prevent damage to the Premises, shall leave the Premises in as good condition as when it entered, and shall be responsible for any alterations or damage to the Premises caused by Exhibitor or its employees, contractors, agents, or representatives, including damage from heavy equipment.

#### **FREIGHT HANDLING**

All exhibition material must be shipped to arrive using designated show shipping labels and following Freeman's shipping windows and guidelines. Shipping deadlines can be found in the Exhibitor Service Kit.

#### **GENERAL CONDUCT**

All event attendees are expected to conduct themselves in a professional, respectful, and responsible manner at all times. Harassment of any kind is not permitted. Sprouts reserves the right, in our sole discretion, to refuse admittance to any person and may remove any person, for any reason, from the Event.

#### **RIGHT OF PUBLICITY**

By exhibiting and attending the Event, you agree and consent that Sprouts has the right, in perpetuity, to record, reproduce, display, distribute and transmit in any form and for any purpose your name, voice, picture, photograph, portrait and other reproductions of your likeness at the event in connection with any advertising or promotional content and materials, or for any other lawful purpose including by posting on public websites.

#### **GAYLORD OPRYLAND TERMS AND CONDITIONS FOR EXHIBITS AND DISPLAYS**

**Adhesives:** No pins, tacks, or adhesives of any kind are permitted on any hotel wall, door, or column. Any tape applied to the floor must be approved by the Hotel Exhibit Hall Manager. Proper tape can be purchased from the Hotel Exhibit Hall Manager. No helium filled balloons or adhesive backed stickers may be given out by exhibitors.

**Non-Flammable Materials:** All materials used in the Exhibit Hall, Ballroom, or any other room of Gaylord Opryland MUST be non-flammable to conform with the Fire Regulations of Nashville, Tennessee. Electrical wiring and equipment installation must conform to appropriate Nashville, Tennessee codes. Gaylord Opryland personnel are obligated to refuse connections where wiring is not in accordance with subject code. Material not conforming with such regulations will be removed immediately at the exhibitor's expense. Engines, motors or any kind of equipment may be operated only with the consent of the Director of Conference Services or Exhibit Hall Manager at Gaylord Opryland.

**Special Notices:** All booth equipment, furniture and carpeting must be confined to the measured limits of the booth. No nails, or bracing wires used in erecting displays may be attached to the building without written consent of the Director of Conference Services or the Exhibit Hall Manager at Gaylord Opryland. All property destroyed or damaged by the exhibitor must be replaced in its original condition by the exhibitor or at the exhibitor's expense. All materials and equipment furnished to the Exhibitor by Gaylord Opryland will remain Gaylord Opryland property and will be removed by Gaylord Opryland after close of show.

**Liability:** Gaylord Opryland is not responsible for any injury, loss or damage that may occur to the Exhibitor, the Exhibitor's agents, employees, or property, and to any other person or property, to the extent arising out of, resulting from or in any way related to Exhibitor's exhibits and displays or any breach of this agreement by Exhibitor, provided that said injury, loss or damage is not caused by the gross negligence or willful misconduct of a Gaylord employee acting within the scope of his employment in connection with the exhibition as contemplated by this agreement. Each Exhibitor hereby expressly releases Gaylord Opryland, Marriott International, Inc., its subsidiaries and affiliates from such liabilities and agrees to indemnify Gaylord Opryland, Marriott International, Inc., its subsidiaries and affiliates against any and all claims for such injury, loss or damage.

**Insurance:** Exhibitors who desire to carry insurance on their exhibits must do so at their own expense.

**Fire Regulations:** All doors and openings must be kept clear. Exit Signs, fire alarms and extinguishers must be visible at all times.

**Display vehicles must meet the following requirements:** Battery cables must be disconnected Fuel level must be no more than 1/8th of a tank Gas cap must be locked and / or taped shut

**Storage:** Absolutely no storage of material of any type allowed behind booths or between booths. Gaylord Opryland has no facilities for the storage of exhibits. All shipments for an exhibit must be directed to the official drayer. Shipments that arrive prior to show time will be directed to the official drayer's warehouse for storage and delivery to the exhibitor's booth at show time, at exhibitor's expense.

## **INSURANCE**

Exhibitor guarantees that it is in compliance with Sprouts insurance requirements. The Exhibitor should carry proof of insurance as the hotel may check for this when you move in, so a copy of proof of insurance should be available onsite.

## **INDEMNIFICATION**

Exhibitor hereby agrees to indemnify, defend and hold harmless Sprouts, its direct and indirect subsidiaries, affiliates, officers, directors, members, shareholders, agents and customers (collectively, the "**Indemnitees**") for, from and against any and all claims, demands, threats, suits, proceedings, judgments, liabilities, fines, fees, interest, awards, settlement amounts, damages, and expenses, including without limitation reasonable attorneys' fees and ancillary costs of defense

("Claims"), brought by or on behalf of any third party arising out of, relating to or in connection with any (i) negligent act(s) or willful misconduct of Exhibitor; (ii) any contractual or other relationship between Exhibitor and any third party; (iii) any defamatory statements by Exhibitor, its vendors, subcontractors, or agents relating to Sprouts, whether verbal, written or electronic in any format whatsoever; (iv) any breach by Exhibitor of these Terms and Conditions or the representations or warranties contained herein; (v) violation of law, regulation or rule by Exhibitor; (vi) allegation of infringement or unlawful misappropriation of any third party's patent, copyright, trademark, or other intellectual property right (collectively, "IP Rights"); (vii) allegation of inaccuracy, deception, misbranding, misrepresentation or false advertising relating to or caused by information contained in any claims, including, without limitation, the information on promotional materials offered by Exhibitor; (viii) of the Exhibitors action, inaction, or negligence of Exhibitor's installation, maintenance, or removal of any exhibits, booth, or other materials at the Premises or (ix) allegation that any action or inaction by an employee or agent of Exhibitor, directly or indirectly, in whole or in part: (a) has given rise to any illness or injury to or death of any person or animal, or any damage to property or reputation; (b) has violated any applicable federal, state, local or other law, rule or regulation, including without limitation, any regulations enacted for the purposes of consumer or employee safety and protection; (c) has not been performed in a diligent and professional manner; or (d) is in any way deficient with respect to the intended objective of SproutsCon. Additionally, Exhibitor agrees to indemnify, defend and hold harmless the Indemnitees from any labor claims of Exhibitor employees or agents that may result in connection with the SproutsCon, including but not limited to workman's compensation and wage and hour claims.

Sprouts hereby assumes responsibility for the acts, omissions and negligence of any Exhibitors installing, maintaining or removing any exhibits at the premises and hereby agrees to protect, discharge, defend, indemnify and save the Hotel, its owners, its operator, Marriott International, Inc., and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all Claims to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents. Notwithstanding the foregoing, any Claims by Marriot International, Inc. made to Sprouts hereunder shall be subject to Exhibitor's Indemnification obligations to Sprouts herein.

## CONTACT US

If you have any questions regarding these Terms and Conditions, please contact us at [sproutscon@sprouts.com](mailto:sproutscon@sprouts.com).

## VENDOR PRODUCT SAMPLING REQUIREMENTS

Caring is a core value for Sprouts Farmers Market. We care for the health of our customer, our Team Members, and our community. It is with this value of care that we have established the following requirements for vendor product sampling at Sprouts Farmers Market corporate events.

### Preparation:

- Food products are not to be prepared or handled by anyone with "The Big 6" pathogens (Norovirus, Nontyphoidal Salmonella, Salmonella Typhi, E. coli, Shigella, and Hepatitis A.).
- Food handlers with communicable disease and/or symptoms of diarrhea, vomiting, jaundice, sore throat with fever, infected cuts, wounds, or lesions containing pus on the hand, wrist, an exposed body part shall be excluded from sampling food preparation and service.
- All food contact surfaces and utensils shall be washed, rinsed, and sanitized before and after use.
- All fruits and vegetables, including melons shall be thoroughly washed before being cut, combined with other ingredients, cooked, or served.
- Hands must be clean and properly washed prior to preparing samples.
- Gloves must be always worn while preparing and serving foods.
- When sampling cooked items, all items must be cooked to appropriate temperature and always held  $\geq 135^{\circ}\text{F}$ .

- If not preparing and serving immediately, all items that require refrigeration must be pre-chilled  $\leq 41^{\circ}\text{F}$  prior to sampling.
- All equipment must be commercial grade.

**\*\* Fully packaged food samples are encouraged as no barrier is required between samples and the consumer. \*\***

**Service Requirements:**

- Demo stations must always have a staff member present.
- If a sample becomes contaminated or is abused by consumer it must be discarded.
- Demo station must have all relevant allergen and ingredient information available.  
-Parental consent is required for children to sample.
- If serving a TCS item without temperature control, a sign stating “All samples will be monitored by using time as a control” must be posted at the sampling station in line of site to the consumer. Standard Operating Procedure for Time as a Public Health Control and logs must be maintained at the station.
- If cold holding, food should be held at proper temperature during sampling.
  - All foods that require refrigeration must be always held at  $\leq 41^{\circ}\text{F}$ .
  - All foods that are required to be hot must be always held at  $\geq 135^{\circ}\text{F}$ .
- All samples prepared on-site must be prepared away from consumers. If preparing in the vendor booth, the preparation area must be separated from consumers by distance or a barrier.
- If and/or when using a preparation area separate from the sampling location, food must be covered while in transit.
- If preparing TCS food in advance, vendor shall maintain proper temperature control and temperature logs for holding and transport. Temperature thresholds: Hot items  $\geq 135^{\circ}\text{F}$  /Cold items  $\leq 41^{\circ}\text{F}$ .
- All open food samples must be placed behind a barrier (Ex: Sneeze Guard).
- All packaging used for samples must be single use.
- No food or clean equipment shall be stored directly on the floor.
- Products containing CBD are not permitted at SproutsCon.

**Gaylord Opryland Sampling Rules & Regulations:**

**All exhibitors sampling product at SproutsCon 2025 are required to complete the Gaylord Opryland Food Preparation Service Rules & Regulations and Food Preparation Waiver and Indemnification Agreements.**

- Items dispensed are limited to products manufactured; repressed or processed by the exhibiting firm.
- All sample information MUST receive approval and confirmation from Gaylord Opryland. Exhibitors not in compliance will be asked to remove the item(s) from the facility immediately.
- All items are limited to sample size portions. Below are maximum sample size portions.
  - Non-Alcoholic Beverages are limited to maximum of 3 oz samples.
  - Alcoholic Beverages are limited to a maximum of 1 oz samples. Exhibitors cannot bring in alcohol products on their own to sample per Tennessee State Law.
  - Food Items limited to “bite size” (3 oz. or less).
- The Gaylord Opryland liquor license requires all alcoholic beverages can only be dispensed by an Opryland Alcoholic Beverage Commission (TABC) certified bartender and must be hired from the hotel. If you will be serving alcoholic beverages in your exhibit booth, you are required by the Hotel to complete the Bartender Request Form. Each bartender is \$250.00+ (Rate covers 3 hours of service)
- Food and/or beverage items used as booth traffic promoters (i.e. coffee, popcorn, soda, bar service, etc.)
- MUST be purchased through Gaylord Opryland.
- Food and beverage MAY NOT BE SOLD on the premises.
- All utensils, plates, cups, etc. that are provided at the exhibit booths must be disposable.

- If food preparation assistance is needed, Chef's Labor fees will be determined by the amount of preparation required for the product. See the Gaylord Booth Food Preparation Order Form for more information.

**Gaylord Opryland Cooking/Warming Restrictions:**

A 3a40 b.c. fire extinguisher must be in the booth, within thirty (30) inches of each cooking device. Compliance with all local health department rules and regulations is required. Holding tanks for cooking residue (oils, grease, etc.) are required. The show provided cleaning station should be utilized for all cleaning. Cleaning of equipment is not permitted in resort restrooms. No grease laden vapor is permitted.

- Only light cooking is permitted in the Exhibit Hall.
- All equipment is subject to inspection and approval by the Fire Marshall.
- Exhibitors are permitted to use the following appliances at their exhibit booth for food preparation:
  - Microwave Oven
  - Coffee Maker
  - Crock Pots
  - Air Fryer
  - Electric Convention Oven, Electric Range, Skillet, Griddle & Grill
- Exhibitors may use the following equipment to hold food:
  - Heat Lamps
  - Chaffing Dishes
- No food preparation of any kind is allowed in exhibit space with the following equipment:
  - Gas or Propane
  - Deep Fryers
  - Roasting
  - Pressure Cookers
  - Open Flame