

Academy of Nutrition and Dietetics is herein referred to as "the Academy," and authorized representatives and Corcoran Expositions, Inc. are hereinafter referred to as "Show Management." A company, school, hospital, or organization who has completed and submitted the Application and Contract for a Member Product Marketplace (MPMP) booth is referred to as "Exhibitor."

The Member Product Marketplace (MPMP) will be held at the Music City Center (MCC) in Nashville, Tennessee on Monday, October 13, 2025, from 7:30 - 9:00am during the Academy's Food & Nutrition Conference & Expo® (FNCE®).

The MPMP is designed to assist Academy members, Affiliate Associations and districts, and Academy organization units with the marketing of products that they have developed and own.

### **Eligibility to Exhibit**

**The Academy reserves the right to exercise its sole discretion in acceptance or refusal of applications.** All first-time exhibitors are reviewed for approval to exhibit.

The Academy reserves the sole and absolute right to determine which companies are appropriate in its judgment for inclusion in the MPMP and to refuse, cancel, or restrict any applicant which the Academy considers undesirable for any reason. This provision applies to Exhibitor's conduct, articles, printed matter, questionnaires, or any other item the Academy deems objectionable or unacceptable.

If the Academy decides that any of these do not meet standards or is not suitable, the Exhibitor must at once comply with the Academy's requests or can withdraw and, if appropriate, receive back the booth fee paid, prorated for the unused time.

### **Payment Policy**

The MPMP exhibit rate for an 8'x8' booth is \$600. MPMP booth rate.

Exhibit applications must include full payment. Space is assigned on a first-come, first-served basis upon receipt of application and payment. All or any part of the exhibit space is subject to reassignment and rearrangement by the Academy for the purpose of consolidation or for any reason. The judgment of the Academy with respect to space assignment or reassignment shall be final.

Booth space includes: 8'x8' booth with a 6' skirted table, 8'x4' cork board, two chairs, carpet, wastebasket, identification sign and one (1) Exhibitor booth badge. Any costs for AV equipment, shipping, electrical, etc. are the Exhibitor's responsibility. Order forms for all services will be available in the Exhibitor Kit.

### **Cancellations**

Cancellation of space must be received in writing to [FNCE@CorcExpo.com](mailto:FNCE@CorcExpo.com). Refunds due to cancellation will be processed if received by September 8, 2025, less a \$100.00 processing fee. No refunds will be issued for cancellations after September 8, 2025, and companies are liable for 100% of the booth cost after this date. No exceptions will be made, and money cannot be used for any other purpose.

### **Exhibit Staffing**

As a courtesy to attendees and fellow exhibitors, it is important that exhibitors open exhibit booths on time. Exhibitors must be onsite, in the booth, during all display hours. Each exhibit booth must be staffed during all MPMP hours until the scheduled closing of the MPMP at 3:30pm on Monday, October 13, 2025.

Set-up will take place between 7:30 - 9:00am on Monday, October 13, 2025. All materials must be removed by 4:30pm on Monday, October 13, 2025.

Exhibit representatives staffing the booth must be bona fide employee or distributors of the exhibiting company and must be eighteen (18) years of age or older. Exhibitors must display goods and services manufactured or dealt by them in their regular course of business, unless approved in advance by the Academy.

### **Operation of Displays**

The Academy and Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole, including but not limited to, an exhibit which, due to of noise, flashing lights, method of operation, display of unsuitable material, or for any other reason are objectionable. All demos or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the space for the comfort and safety of persons watching demos and other promotional activities. Each exhibitor is responsible for keeping the aisles near exhibit space free of congestion caused by demos or promotions.

### **Promotions, Contests, & Giveaways**

Prize awards, drawings, contests, and other traffic building activities will be permitted by the Academy only after the Academy and Show Management has given written approval. Exhibitors must inform Expo Manager in writing by **September 8, 2025**, of the intent to utilize any of the above and to provide detailed descriptions of what will be taking place and awarded. Exhibitors must demonstrate that they have complied with all federal, state, and local laws concerning promotion. No promotions, contests, or drawings may involve the solicitation or collection of fees, contributions, or monetary payments, whether for the Exhibitor or for any third party. Exhibitors cannot solicit other exhibitors at the Expo for participation in any promotion, contest, or drawing. Prizes for drawings/contests must be kept within the professional nature

of the Expo. Giveaways may not include stick-on decals or balloons. Promotions, contests, and/or drawings must be solely for the promotion of the exhibiting company.

All traffic-builders, book signings, and demos must be approved by submitting the FNCE® Promotion Application Form to the Expo Manager. Form will be available in the Exhibitor Service Kit.

### Onsite Booth Surveys

Exhibitors who want to conduct market research or surveys within their booth during FNCE® must adhere to the following:

- Survey results are **for exhibitor's internal use only** and may not be used in any advertising, promotions, press releases, or any external communications. Results must be submitted and shared with FNCE® Expo Manager no later than December 31, 2025.
- Surveys/questionnaires must be submitted for review to the Expo Manager no later than **Friday, September 8, 2025.**
- If approved, surveys/questionnaires must be conducted within the confines of the exhibitor booth. At no time may exhibit personnel leave booth space to encourage participation of attendees.
- Market research companies must identify the name(s) of the client(s) for whom they are conducting research.
- Survey results may not be published, may not include the name "Academy of Nutrition and Dietetics" or "the Academy," or make any reference to the Food & Nutrition Conference & Expo® (FNCE®).

### Distribution of Materials & Literature

Distribution of resources and promotional materials is permitted within the confines of the contracted booth space. Any Exhibitor found distributing resources or materials outside of their allotted booth space will be found in violation of the Expo Rules and Regulations. All materials found outside of the space will be removed.

No person, firm, or organization not having contracted with the Academy for the occupancy of space in the Expo, Center for Career Opportunities, or Member Product Marketplace (for Academy members) will be permitted to display or demonstrate products, programs, services, or distribute promotional materials in or on the premises of the Expo, Convention Center, or any other FNCE® location including hotel suites. Any infringement of this rule will result in the removal of the offending person or persons.

### Distribution of Food & Beverage

All business activities of the Exhibitor at the Expo must be within the exhibitor's allotted space. The Music City Center (MCC) provides in-house food and beverage and has the responsibility to strictly regulate any food and beverage activity in the center. Any exhibitor sampling products must submit a sampling authorization form to the Academy and a Food & Beverage Sampling Form to MCC catering to review

for approval by **Friday, September 8, 2025.** Only food and beverage manufacturers may serve 6 oz. size sample portions of their own food product(s) and 4 oz. size portions of non-alcoholic beverages. Alcoholic beverages can be purchased at the full-retail prices from MCC catering and dispensed by a licensed MCC catering bartender. Approval for distribution must be made in writing to the Academy and served from within exhibitor's booth. All food must be prepared and served from within the regulations of the state of Tennessee. If exhibitor's product requires to be served with additional food items that are not produced, distributed, or manufactured by exhibitor, items must first be confirmed by MCC catering.

### Animals

Pets or other animals are not permitted in the Music City Center, excluding service animals. A service animal is not a pet. The Americans With Disabilities Act (ADA) defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. A service animal is permitted to a MPMP company of the individual with a disability to all areas of the property where guests normally are allowed to go. The care and supervision of a service animal is solely the responsibility of the owner. Facilities are not required to provide care, food, or a special location for the animal.

### Noise/Sound

Demonstrations, entertainment, and/or live interviews must be confined to the limits of the space contracted and must get written permission from the Academy. The use of audio-visual equipment or other sound devices are permitted; however, the use of such equipment cannot disturb neighboring exhibitors, result in the obstruction of aisles, or prevent ready access to a nearby exhibitor's booth. The Expo Manager reserves the right to determine at what point sound interferes with others and must be discontinued. Exhibitors must take all reasonable precautions to minimize the noise of demonstration and/or operation of sound devices.

### Children

For their safety and protection, persons under the age of eighteen (18) are not allowed to staff booths or assist in move-in or move-out of any exhibit. No exceptions will be made.

### Authorized Exhibitor Representatives

The Expo Hall is limited to individuals, business firms, and manufacturers who have contracted and paid for booth space.

Exhibitors and representatives are required to wear badges throughout all Conference related events. Badges are not transferable. Supplementing this identification with business cards, ribbons, or company logo types is not permitted. Exhibitor's promotional device(s) may not obstruct badges in any way. Exhibitor badges may only be in the name of the company shown on the Exhibit Application and Contract to

Exhibit. False certification of individuals as exhibit representatives, misuse of the exhibitor badges, or any other method or device used to assist unauthorized persons to gain entrance into the Expo is in strict violation of the Rules & Regulations.

### Fire & Decoration Regulations

All booth construction and decoration materials must be flame resistant, such as draping, table coverings, banners, props, scenery, evergreen trees, bark, shrubs, etc. All exhibits and displays are subject to inspection by the Fire Prevention Bureau and/or the Music City Center Management for compliance. Any covered exhibit space over 300 sq ft requires an automatic fire suppression system. Multi-level exhibits have special requirements and are protected by the MCC and Nashville Fire Department. Helium/air-filled balloons or devices are not allowed in the Expo Hall. Exhibitor is responsible for having certificates of flameproof actively in possession should booth decorations be questioned during inspection. Each exhibitor is charged with knowledge of compliance with all state, city, county laws, ordinances, and regulations pertaining to health, fire prevention, and public safety.

The Exhibitor, at their own expense, must maintain and keep in good order their MPMP booth contracted. The Exhibitor shall not do or allow anything to be done in, on, or about the exhibit booth that might adversely reflect on the Academy. Exhibitor must surrender the space occupied by it to the Academy in the same condition as it was at the commencement of occupation, ordinary wear accepted. No decorations shall be installed in the Convention Center, its walls, or corridors, nor shall any articles be supported by nails, tacks, screws, or adhesive tape on the walls or woodwork.

### Storage of Packing Crates & Boxes

Exhibitors are not permitted to store any shipping and packing materials, including cardboard boxes, behind their booth background at any time. The Academy does not provide storage space either before or after the MPMP for Exhibitors. You will receive shipping labels and logistical information via the Exhibitor Kit.

### Indemnification

Exhibitor agrees to indemnify, protect, save, and keep the Academy, Show Management, GES, and the Music City Center and each of their parents, subsidiaries, and affiliates and each of their officers, directors, agents, and employees (individually and collectively the "Indemnified Parties") harmless of, from, and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgments recovered from or asserted against the Academy and Show Management on a MPMP of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in

part, by an act, omission, negligence, or misconduct on the part of exhibitor or its agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering the premises leased hereafter with express or implied invitation or permission of exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor or any of its agents, servants, employees, patrons, contractors, guests, invitees, or licensees of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use or occupancy by exhibitor, its agents, servants, patrons, guests, employees, contractors, licensees, or invitees of the premises leased.

Such indemnification of the Academy or Show Management by exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of the Academy or Show Management. Exhibitor agrees that in case the Academy or Show Management shall be made a party to any litigation commenced by or against exhibitor or relating to this lease or the Premises leased here under, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon the Academy or Show Management by virtue of any such litigation.

### Security

Every reasonable precaution will be taken to protect property during the Expo; however, neither the Academy, GES, Show Management, nor the management of the Music City Center are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes. The Academy will not be responsible, nor provide additional security for Exhibitors over and above the general security requirements of the building.

### Waiver & Assumption of Risk & Release

The Academy cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending FNCE® and the MPMP. It is not possible to prevent the presence of the disease. Therefore, if you, as a MPMP Exhibitor, choose to participate at and attend FNCE® and the MPMP you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or another communicable disease.

The MPMP Exhibitor has read and understood the above warning concerning COVID-19 and communicable disease. The MPMP Exhibitor, hereby choose to accept the risk of contracting COVID-19 for myself and/or my agents and employees in order to exhibit at and attend FNCE® and the MPMP. These services are of such value that Exhibitor accepts the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at MPMP and participate in FNCE®.

Exhibitor hereby forever releases and waives the right to bring suit against the Academy, Show Management and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at FNCE® and MPMP. By participating in the MPMP, the Exhibitor understands the waiver means we give up the right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim we may have to seek damages, whether known or unknown, foreseen or unforeseen in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the Expo.

### **Force Majeure**

In the event of any circumstances beyond the control of the Academy, including, but not limited to; acts of God (including credible threats of a hurricane in the geographic vicinity of the Convention Center), war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, widespread infectious or contagious disease, governmental travel advisory, a governmental elevation of the terrorism alert level to imminent or elevated, civil disturbance, health advisory, government travel advisory against non-essential travel which would or any other cause beyond the parties' control that render the holding of the Expo in the good faith opinion of the Academy to be impractical, impossible, or inadvisable, the Academy may, in its sole discretion, cancel the Expo and shall have no obligation to exhibitor other than the return of the unused prorated portion of the booth rental fee. Exhibitor releases the Academy from any and all claims for damages which may arise in consequence thereof.

If the event is cancelled or moved to a virtual event due to circumstances beyond the reasonable control of the Academy, as defined by Force Majeure, the Academy shall work with exhibitor on alternative options including the refund to each exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of exhibitor.

### **Americans With Disabilities Act (ADA)**

The Music City Center (MCC) is committed to accommodating the needs of individuals with disabilities in compliance with all

federal ADA laws. Exhibitors acknowledge their responsibility under the ADA to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless the Academy, Show Management, and the MCC facility against cost, expense, liability, or damage which may be incident to, arise out of or be caused by failure to comply with the ADA.

If you have any related questions or require special accommodations or auxiliary aid needs relating to a disability for conference participation, please notify Show Management at [FNCE@CorcExpo.com](mailto:FNCE@CorcExpo.com).

### **Code of Conduct**

FNCE® is committed to providing an environment that encourages the exchange of ideas, products, and/or services and promotes equal opportunities and respectful treatment for all participants. All participants are expected to treat others with respect and consideration. FNCE® prohibits and will not tolerate any form of harassment at its events or through social media during FNCE® and will investigate all complaints of harassment which will be conducted in an unbiased manner. Violation of the Code of Conduct may result in the participant being asked to leave the event at which the incident occurred without warning or refund and may be barred from attending future FNCE® events.

**THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**