



Carolina Women's Show

Exhibitor Contract

Oct 18-19, 2019 Sheraton Chapel Hill Hotel Chapel Hill, NC

Upon acceptance of this application, the exhibitor shall be bound by the rules and regulations set forth herein. All decisions regarding allocation of space, payment, character of exhibits, and all operations of the event shall be made by event management.

Assignment of Space: Space will be assigned on a first-come, first-served basis in the order in which applications are received. Space will not be assigned without application and deposit.

Exhibiting Rules:

- Only companies with products and services that meet management's approval are allowed to exhibit.
- Management has the right to refuse potential exhibiting companies not deemed appropriate for the event.
- Spaces are assigned on a first-come, first-served basis. Every effort will be made to give exhibitors their preferred location. Exhibitors will enjoy "First Right of Refusal" for their space at the 2020 show if Deposit for the 2020 show is paid by March 1, 2020.
- Franchise exclusivity applies. To create a diverse and exciting show, we can only allow one Exhibitor per Franchise. First come, first serve.
- Space may be changed by management for the benefit of the vendors or the event itself.
- Exhibits must be setup on Friday Oct 18 between 9 am and 2 pm.
- All exhibits must be staffed during all hours of the event.
- Exhibits may not be broken down until the official close of the event. No exceptions. Early Breakdown Fee of \$200.00 will be assessed against any Exhibitor who dismantles their booth during Show hours. This fee is payable on October 19, 2019.
- No fuels, explosives or combustible materials are permitted. All display items must be flame-proof.
- All vendors must stay in their assigned space to conduct business, and are not allowed to solicit customers from another vendor's space.
- Vendors that do not abide by these rules will not be allowed to exhibit in the future.

Deposit and Payment Terms:

- A 50% deposit on the exhibit space rental fee must be submitted with this application and the balance must be paid by August 1, 2019.
- If the balance is not paid at time due, the exhibitor shall forfeit the exhibit space and all deposits made.
- If management rejects the exhibitor application, the deposit will be promptly refunded.
- The exhibitor is contractually liable for any legal fees or costs associated in fulfilling the terms of this contract.
- Upon acceptance of this agreement by management, this shall be a legally binding agreement between the Exhibitor and Carolina Women's Show, LLC.

There is a \$35 fee for returned checks and vendors with any returned checks must pay the balance by credit card or cashier's check only. Any payment made within 30 days of the show date must be credit card or cashier's check.

Security: From the beginning of set-up to the end of breakdown, management is not liable for the loss of any material by any cause.

Subleasing of Space: Subleasing of space is prohibited. This includes no renting or sharing exhibit space with another company or individual. Non-exhibiting companies will not be allowed to display products, brochures, flyers or signs anywhere at the event.

Booth Restrictions: Absolutely no tents will be allowed in the event. If you have a special exhibit, you may submit a picture to event management for approval.

Exhibitor Badges: Exhibitor badges may be picked up during move-in from the Exhibitor Registration Desk in the lobby. Badges will be issued with the company name only, as it appears on the Exhibitor Application and Contract. Individual names will not be listed. Additional badges may be ordered for \$5 each. Event management is not responsible for those badges which are lost or stolen.

Sale of Merchandise: Exhibitor is responsible for obtaining all local, county and state licenses and business licenses, which may be needed in order to sell or display merchandise or services. The exhibitor is solely responsible for reporting appropriate sales taxes after the event. Please contact the North Carolina Department of Revenue at 877-252-3052 for information regarding sales tax rates, forms and instructions.

Waiver of Liability: Management shall not be responsible for any damage or injury that may happen to the exhibitor or its agent, employees, or property from any cause whatsoever, except the gross negligence or willful misconduct of management or its employees arising out of management duties and responsibilities under this agreement.

Disruption of Event: In the event that the exhibit space shall not be available for uses herein specified due to war, government action or order, act of God, fire, strike, labor disputes or any causes beyond the control of management, this agreement shall be terminated and vendor hereby waives any claim for damages or compensation should the agreement be terminated. If for unforeseen circumstances, date, location or name of event must be changed for the benefit of management, this contract will still remain in effect.

Photos and Videos: Event management reserves the right to use pictures and videos taken during the event of display areas, special features, exhibit personnel and attendees.

Assignment and Change of Control: Promoter may assign this Agreement or any part of its rights, duties or obligations hereunder provided that such assignment is to an organization experienced in show promotion and production.

Content. Carolina Women's Show, LLC reserves the right, in its sole discretion, to remove or to require Exhibitor to remove any Exhibit or portion thereof that it deems to contain inappropriate or otherwise objectionable or undesirable content (whether for legal, business or other reasons). Exhibitor waives any claims against Carolina Women's Show, LLC arising out of such removal.

Sound Levels. Any demonstration, radio or television volume, or musical performance must be operated or conducted in a manner such that it does not interfere with the use by any other exhibitor of such exhibitor's exhibit space. Without limiting the foregoing, Exhibitor will not produce, perform or broadcast any music in connection with its Exhibit without first obtaining rights from the appropriate music licensing organizations (e.g., ASCAP, BMI, and SESAC).

Signage. Except within the confines of the Exhibit Space, Exhibitor may not post or display any signs or banners in the Facility. Any signs posted in the Exhibit Space are subject to the terms of this Agreement.

Obstructions. Exhibitor may not block or otherwise impede access to any common walkways within the Facility or to the exhibit space of any other exhibitor.

Condition of Exhibit. Exhibitor must at all times maintain its Exhibit in a clean and orderly manner. Food and beverage containers must not be visible within the Exhibit.

Removal of Exhibit. Promptly following the conclusion of the Event, Exhibitor will remove all materials from Exhibitor's Exhibit Space. Any materials left in the Exhibit Space by Exhibitor after designated move-out hours will be removed and/or destroyed by Carolina Women's Show, LLC and/or the Operator, at Exhibitor's sole cost and expense.

Term; Termination. This Agreement will be effective as of the Effective Date, and, unless otherwise terminated in accordance with its terms, will remain in effect until the conclusion of the Event. Exhibitor may terminate this Agreement immediately upon written notice to Carolina Women's Show, LLC in the event of a material breach by Carolina Women's Show, LLC that is not cured within thirty (30) days after Carolina Women's Show, LLC's receipt of written notice of such breach from Exhibitor. Carolina Women's Show, LLC may terminate this Agreement at any time, with or without cause, upon five (5) days' notice to Exhibitor. In the event Carolina Women's Show, LLC terminates this Agreement in accordance with its rights in the preceding sentence, within thirty (30) days of such termination Carolina Women's Show, LLC will refund to Exhibitor the unearned portion of any Exhibitor Fees that Exhibitor has paid to Carolina Women's Show, LLC as of the effective date of termination.

Representations and Warranties. Exhibitor represents and warrants that: (i) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder; (ii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other party's obligations under this Agreement or damage the reputation of the other party; (iii) its Exhibit, including all products, services, and signage displayed and/or featured in connection therewith, will not violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary rights, be libelous or defamatory, or violate any right of privacy or publication; and (iv) its performance of its obligations under this Agreement, including, without limitation, its operation of its Exhibit, will comply with all applicable federal, state and local laws, rules and regulations, and it will obtain all applicable permits and licenses required of it in connection with its obligations hereunder, including, without limitation, any applicable music performances licenses from the appropriate licensing organizations (e.g., ASCAP, BMI and SESAC).

Indemnification. Exhibitor will indemnify, defend, and hold harmless Carolina Women's Show, LLC and its parents, subsidiaries, affiliates, and assigns, and each of their respective officers, directors, employees and agents, from and against any claim, loss, demand, cause of action, debt or liability (including reasonable attorneys' fees) incurred in connection with a third-party claim arising out of or related to: (i) any breach or alleged breach of any of Exhibitor's obligations hereunder, including, without limitation, its representations and warranties in Section 8; (ii) any willful, intentional or negligent action or failure by the Exhibitor, its employees, or agents; and (iii) personal injury, death, or property damage arising directly or indirectly from any act or omission of Exhibitor, its employees, agents, vendors, suppliers, or contractors, in connection with the Event or the use of any portion of the Facility, except to the extent that any such claims arise out of the fault or negligence of Carolina Women's Show, LLC.

General. This Agreement will be binding upon the parties, their successors, and permitted assigns. Exhibitor may not assign or transfer this Agreement, or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Carolina Women's Show, LLC. This Agreement will be construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of law rules. No waiver of any breach of any term or condition hereof will constitute a waiver of any subsequent breach. If any term is held unenforceable, such term will be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and this Agreement will remain in full force and effect. Written notices sent pursuant to this Agreement will be delivered by commercial overnight courier to the applicable signatory at the address set forth on the Cover Sheet. This Agreement contains the entire agreement and understanding between Carolina Women's Show, LLC and Exhibitor and supersedes all written and oral understandings and negotiations relating to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by each Party. Nothing in this Agreement will be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties.

I have read and agree to abide by the event rules and regulations in this 2 page contract (application will not be accepted without signature).

Signature: _____

Date: _____