



# 2015 Exhibitor Agreement

• DENVER CO, USA

Phone: (877) 484-3301

Fax: (877) 484-3302

Email: orders@horticulture360.com

## EXHIBITOR INFORMATION

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Website \_\_\_\_\_

Contact Person \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

The above information will be used for the Show Directory and booth sign.

We understand this application becomes a binding contract when accepted by Horticulture 360. We agree to abide by the attached Terms and Conditions detailed on page 2 of this contract and those listed in the Exhibitor Service Manual.

## Signature Required

Agreed to By \_\_\_\_\_

Date \_\_\_\_\_

signature of official company representative

Wholesaler

Manufacturer

Retailer

Distributor

Glass Artist

Other

## Request for Booths

Choose from Packet 1 or Packet 2:

\_\_\_ Packet #1 : Request for one Booth\* = \$2950

\* First booth includes full page in BIG Industry Show Guide and a full page in Buyers Industry Guide

\_\_\_ Packet #2 : Request for one Booth\* = \$2550

\* First booth includes full page in BIG Industry Show Guide

A Standard Booth Package Includes:

- One 6' draped table
- One chair
- One wastebasket
- One basic identification sign per exhibitor

Please see Exhibitor Information Kit for additional details

EXHIBITION SPACE LOCATION. Big Publications reserves the right, in its sole and absolute discretion, to determine who will be permitted to display products as an exhibitor, and the size, location and configuration of exhibition space for which application is made.

## Fees and Remittance

Packet 1: 10' x 10' booth \$2950 Packet 2: 10' x 10' booth \$2550

### CO-EXHIBITING FEE

Any company sharing an exhibitor's booth (not owned by the exhibiting company) will be charged a \$500 co-exhibiting fee. The appropriate co-exhibitor form and payment must be completed and submitted to Show Management. This fee allows the co-exhibitor to present its products and/or material in the booth, have a separate listing in the show directory, have exhibitor badges with their company name, receive an Exhibitor Information Kit, booth sign, and have advertising and promotional opportunities. Co-exhibitors will receive individual billing for contractor services.

Co-Exhibiting Company Name: \_\_\_\_\_

Co-Exhibiting Company Tel: \_\_\_\_\_

### DEPOSIT SCHEDULE:

\*25% of total invoice due with contract to reserve space (Non-refundable processing fee.)

\*50% of total invoice due by December 12, 2014. (Exhibitor is liable for 50% of total contract for cancellations or reductions after this date.)

\*100% of total invoice due by January 30, 2015. (Exhibitor is liable for 100% of total contract for cancellations or reductions after this date.)

Booth cost does not include additional drayage, labor, electrical, decoration or other available auxiliary services not listed in the booth package.

## Total Fees Due

Deposit due with contract. See deposit schedule.

\_\_\_ 25% Deposit

\_\_\_ 50% Deposit (after DEC 13, 2014)

\_\_\_ 100% Deposit (after JAN 30, 2015)

TOTAL BOOTHSPACE FEE \$ \_\_\_\_\_

BOOTH DEPOSIT SUBMITTED WITH CONTRACT \$ \_\_\_\_\_

## Payment Instructions

FAX OR EMAIL COMPLETED CONTRACT TO:

BIG PUBLICATIONS  
EMAIL: Orders@BIGIndustryShow.com  
FAX: (877) 484-3302  
PHONE: (877) 484-3301

MAKE CHECKS PAYABLE TO:

"BIG Publications, LLC."  
MAIL CHECKS TO:  
BIG Publications, LLC  
P.O. Box 297465  
Hollywood, FL 33029

CREDIT CARD PAYMENT If you wish to make payment by credit card, please complete and sign. ALL SECTIONS MUST BE COMPLETED TO PROCESS CREDIT CARD PAYMENT.

IF YOU WISH TO PAY THE BALANCE BY CASH OR CHECK, BIG MUST RECEIVE THE FULL INSTALLMENT BOOTH BALANCES PRIOR TO THE DUE DATE(S). IF CASH OR CHECK IS NOT RECEIVED, YOUR CREDIT CARD WILL AUTOMATICALLY BE CHARGED FOR THE BALANCE.

Check one: \_\_\_\_\_ MasterCard \_\_\_\_\_ Visa \_\_\_\_\_ Amex \_\_\_\_\_ Discover \_\_\_\_\_ Security Code

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ Please check here if you would like the entire balance charged to your credit card at this time.

Authorized Signature \_\_\_\_\_

Print name as it appears on card \_\_\_\_\_

Card Holder's Address: (must be same as credit card billing address)

Street \_\_\_\_\_

City/State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Amount Authorized \$ \_\_\_\_\_

## Get Free Exposure

Buyer's Vouchers

I agree to accept Buyer's Voucher at our booth.  Please include my company logo on Buyer's Voucher Marketing Campaigns.

Buyer's Vouchers are equivalent to 20% discount.

Please send your logo to 420k@BIGIndustryShow.com

Are you Interested in Direct To Consumer Retail Sales?

Yes  No

## Signature

Submit signed contract with deposit. Note that the receipt of this completed Exhibit Space Contract by BIG Industry Show is required in order to exhibit. This document constitutes a contract only when signed by both the exhibitor and Big Publications.

The undersigned agrees to the terms and conditions as described in the Exhibitor Agreement and certifies that he or she is authorized to sign on behalf of the above-named company. The undersigned does hereby discharge, release, and hold harmless, BIG Publications, LLC and BIG Publications NV, LLC ("BIG Publications") and all co-sponsors from any and all manner of action, suits, damages, or claims whatsoever arising from any loss or damages or claims, to the person or property of the undersigned while in possession or under the supervision of the sponsors during the Show, and hereby consents to enforcement of all rules of this event. Further, the undersigned grants BIG Publications a limited, non-exclusive license to use for promotional purposes directly relating to the event (BIG Industry Show) photographs and/or video footage of the un-der-signed's booth, products, materials, and any associated trademarks and logos.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

To expedite processing, you may fax this signed Agreement to (877) 484-3302 or email it to exhibit@Horticulture360.com



The art of business in garden cultivation and management  
**Horticulture**  
**360°**

# 2015 Contract Application

• DENVER CO, USA

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## Exhibitor Company Information

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Website: \_\_\_\_\_

How many years in business? \_\_\_\_\_

Type of Business: \_\_\_\_\_

Primary Industry: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Gross Sales? \_\_\_\_\_

Are you Launching New Products at the Next H360 SHOW?

Are you Interested in Sponsorship Opportunities?

YES  NO

YES  NO

Do you do Print Advertising?

Do you do Online Marketing?

YES  NO

YES  NO

How do you Reach New Customers? \_\_\_\_\_  
 \_\_\_\_\_

## Social Media Info

Twitter.com/ \_\_\_\_\_

Facebook.com/ \_\_\_\_\_

Instagram/ \_\_\_\_\_

Other: \_\_\_\_\_

## References

Please List 4 of your Current Retailers

1. Store: \_\_\_\_\_

2. Store: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

3. Store: \_\_\_\_\_

4. Store: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_



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# Presenting Sponsor Packets

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## 25k

- In Addition to the 10k level
- Static Banner on All Websites
- Splash Page on Mobile App / Your Company Menu Link
- (1) Shuttle branded with your logo for Buyers
- Official Show Bag or Official Show Lanyard
- Exposure on Digital Billboard off highway 70 - during show days
- 4x6 Insert in Buyers Industry Guide

## 50k

- In Addition to the 25k level
- (2) Email Blasts (1 x Quarter)
- (2) Shuttles branded with your logo for Buyers
- Official Show Badge
- (2) Entrance Door Stickers
- (2) Entrance Banners
- 2 weeks of Exposure on Digital Billboard off highway 70
- (1) Push Notification through Mobile App
- Heavy Social Media Presence
- Branded Envelope (mailing Buyers Industry Guide)
- \$5,000 Print Advertising Credits in Buyers Industry Guide
- 10x20 Booth Exhibit Space at Event

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 PHONE: (877) 484-3301

**MAKE CHECKS PAYABLE TO:**  
 "BIG Publications, LLC."  
**MAIL CHECKS TO:**  
 BIG Publications, LLC  
 P.O. Box 297465  
 Hollywood, FL 33029

**CREDIT CARD PAYMENT** If you wish to make payment by credit card, please complete and sign. ALL SECTIONS MUST BE COMPLETED TO PROCESS CREDIT CARD PAYMENT.

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 Print name as it appears on card \_\_\_\_\_  
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 City/State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
 Amount Authorized \$ \_\_\_\_\_



# Sponsorship • Marketing • Advertising

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## Show Sponsor Options

- Limited Logo Exposure - \$2,500**
  - BIG Marketing / Advertising Campaigns (Print, Email, Social, Onsite)
  - Mention on Show Microphone
  - Logo on Interactive Floor Plan
- Sponsorship - \$5,000**
  - Sponsorship 2.5k Option
  - Larger Logo
  - Online Banner
  - New Product Showcase (Full Shelf)
  - Insert in Official Show Bag
- Sponsorship - \$10,000**
  - Sponsorship 2.5k Option
  - Sponsorship 5k Option
  - Higher Placement
  - Home Page Banner
  - Banner on Interactive Floor Plan
  - Email Blast for your Company
  - Access to Distributor Sessions / Sales Clinics
- Opening Reception - \$5,000 per sponsor
- Vape Pavilion - \$10,000 (Limit 1 Company)
- Buyers Pastries & Coffee - \$2,000 per day
- Happy Hour Buyers Drink Sessions - \$3,000 per day
- Show bags - \$5,000 (Limit 1 Company)
- Show Lanyards - \$5,000 (Limit 1 Company)
- Show Badges - \$7,500 (Limit 1 Company)
- Pre-Registered Badges sent out 4 weeks before the show - \$5,000 (Limit 1 Company)
- Call for Bigger Sponsorship Packages

## Official Party Options

- Presenting Sponsor - \$50,000  
(This can be split up for two companies at 25k each)
- Supporting Sponsor - \$5,000

## Mobile App

- Official App Sponsor - (Call for Details)
- Push-Notifications - (Call for Details)

## On Site

### New Product Showcase

- \$750 Full Shelf  \$400 Half Shelf  \$250 Quarter Shelf
- Official Show Bag - \$750 per
- Entrance Banners - \$1,500 per
- Front Door Window Stickers - \$1,000 per
- Cell Phone Charging Stations - \$300
- Wi-Fi Sponsored By - \$3,000

## Website Exposure / Email Marketing

- Banner Rotations - \$300 per month
- Static Banner - \$500 per month
- Email Blast - \$2,000

## Special Branding Opportunities

- Shuttle Transportation - \$3,500 Per Shuttle (one company)
- Digital Billboard off the Highway - call for details

## Magazine - Print Advertising

- 4x6 Insert - \$1,500 (one per issue)
- Print Ads - \$800 per issue (rates going up in 2015) #\_\_\_\_ Issues
- Envelope Sponsor - \$3,000 (one company per issue)
- Front & Back Inside Covers - \$1,500 #\_\_\_\_ Issues
- Back Cover - \$2,500 #\_\_\_\_ Issues

\* 6 Issues per Year, Bi-Monthly Publication

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Amount Authorized \$ \_\_\_\_\_



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## MARKETING PACKAGES

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### Gold Package (Limit 10) \$7950

10x10 Booth.....	\$2550
1 Full Page In Show Guide.....	
6 Full Pages In Buyers Industry Guide.....	\$3600
1 Post Card Insert in Buyers Industry Guide.....	\$1500
1 Email Blast.....	\$1500
1 Bag Insert in Official Show Bag.....	\$750
1 New Product Showcase (Full Shelf).....	\$750

**Regular price: \$10650**

**Savings: \$2700**

### Silver Package (Limit 20) \$5450

10x10 Booth.....	\$2550
1 Full Page In Show Guide.....	
6 Full Pages In Buyers Industry Guide.....	\$3600
1 Bag Insert in Official Show Bag.....	\$750

**Regular price: \$6900**

**Savings: \$1450**

### Bronze Package (Limit 20) \$4450

10x10 Booth.....	\$2550
1 Full Page In Show Guide.....	
3 Full Pages In Buyers Industry Guide.....	\$2100
1 Bag Insert in Official Show Bag.....	\$750

**Regular price: \$5400**

**Savings: \$950**

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\_\_\_\_\_ Security Code  
 Check one: \_\_\_\_\_ MasterCard \_\_\_\_\_ Visa \_\_\_\_\_ Amex \_\_\_\_\_ Discover

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_

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Authorized Signature \_\_\_\_\_

Print name as it appears on card \_\_\_\_\_

Card Holder's Address: (must be same as credit card billing address)

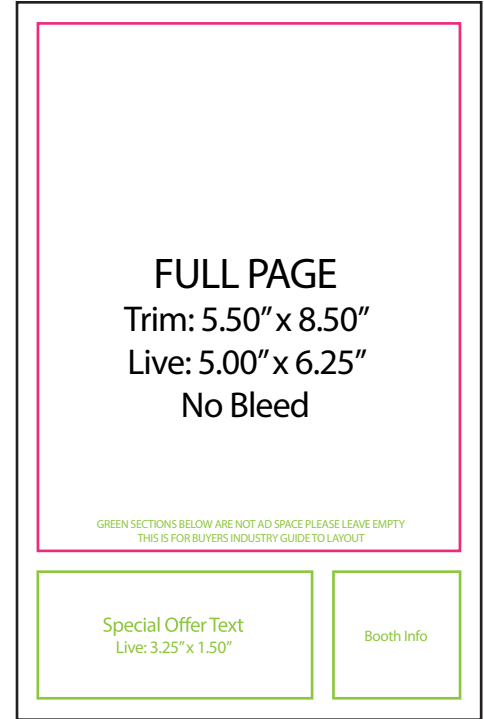
Street \_\_\_\_\_

City/State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Amount Authorized \$ \_\_\_\_\_



These diagrams are not to scale.



## PLEASE FILL IN YOUR AD TEXT AND INFORMATION BELOW

Your Company Name (maximum 30 Characters with spaces)

Your Offer (maximum 300 Characters with spaces)

Your Contact Information: Phone and/or Email (maximum 50 Characters with spaces)

Buyers Industry Guide is a 4 color process NO BLEED magazine with a trim size of 5.5" x 8.5".

Please include a color proof.

Please follow these guidelines to make sure your ad is printed as you intended.

All Files must be QXP, IND, PSD, EPS or PDF formats. Files must include their support files and screen fonts. We suggest you convert to outline all placed vector text and all images must be 300DPI, CMYK files.

**Ad Included With your Booth - Deadline Feb 5<sup>TH</sup> 2015**  
Send to: [ads@buyersindustryguide.com](mailto:ads@buyersindustryguide.com)

## SAMPLE AD



SAMPLE AD

# BIG INDUSTRY SHOW

April 14-15 2015 Denver, Colorado

Find More Suppliers, Products  
and Network Opportunities

01 Smoke



Improved

02 Vapes



Organized

03 Grow



Specialized

04 Glass



Targeted

Everything for your Business

More New Exciting Products Than Ever Before

[BUYERSINDUSTRYGUIDE.COM](http://BUYERSINDUSTRYGUIDE.COM)  
[BIGINDUSTRYSHOW.COM](http://BIGINDUSTRYSHOW.COM) | [BIGGALLERIA.COM](http://BIGGALLERIA.COM)

©2014 BIG INDUSTRY SHOW. ALL RIGHTS RESERVED!

1-877-484-3301



## Your Company Name

Lacus in placerat, et, mid turpis, mauris phasellus dui et est ultrices amet ac? Massa? Nunc, pulvinar turpis turpis nec! Tristique a parturient porta integer dignissim augue phasellus penatibus magnis, vel augue! Augue mauris eu pulvinar, facilisis hac pellentesque placerat lorem dis, nisi vel lundium, platea? Lundium in.

For Offer Details Please Call: 800-555-1234

COME SEE US AT  
BIG SHOW  
BOOTH NUMBER

420

P05

# Horticulture 360<sup>TM</sup>

**1. Defined Terms:** "Show" collectively means the event or events referred to above or on the previous or facing page presented by BIG Publications, LLC and BIG Publications NV, LLC (collectively referred to herein as "BIG Publications"), "Facility" means the venue where the Event is held. "Organizer" means, collectively, BIG Publications, its officers, directors, agents, affiliates, representatives, employees and assigns, unless in BIG Publication's opinion the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied to exhibit at the Facility or online and agreed to enter into this contract upon acceptance by BIG Publications in the manner stated below; and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, guests and invitees, as applicable.

**2. Exhibit Company Designation:** This Agreement is between BIG Publications, LLC and BIG Publications NV, LLC (collectively referred to herein as "BIG Publications") and the Exhibitor identified on the cover page of this Agreement regarding the BIG Industry Show ("Show"). This Agreement is not transferable. Exhibitor agrees that Exhibitor's company name will be the only company name to be used in connection with Exhibitor's exhibit booth(s).

**3. Involved Parties:** In addition to BIG Publications and the Exhibitor, referred to herein are Las Vegas Expo, Inc. ("LVE") as the General Contractor and providing drayage, and DenverMart as the Facility.

**4. Contract Acceptance:** This contract becomes binding and effective only when it has been signed by Exhibitor and counter-signed by a duly authorized representative of BIG Publications. BIG Publications may refuse acceptance of any contract for any or no reason. Notwithstanding anything herein to the contrary, BIG Publications may cancel this contract at any time without liability.

**5. Assumption of Risks:** Releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by Organizer, Facility, other exhibitors, negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtyour storage area), including any subrogation claims by its insurer. Neither Organizer nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this contract or not. All fees paid to Organizer are non-refundable except as specifically set forth herein.

**6. Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to BIG Publications) and hold Organizer and Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event including the sale and purchase of all merchandise sold by Exhibitor; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor and employees, guests, attendees and invitees of BIG Publications, Facility and other exhibitors; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**7. Limitation of Liability:** Under no circumstances shall Organizer or Facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to BIG Publications by Exhibitor for exhibit space at the Event. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend or the success of the Event or regarding any other matter. BIG Publications or Facility may employ guards to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer nor Facility shall assume any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft and shall not make any claims against Organizer or Facility.

**8. Qualifications of Exhibitor:** BIG Publications, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services related to the nature of the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. BIG Publications reserves the right to restrict or remove any exhibit that BIG Publications, in its sole discretion, believes is objectionable or inappropriate.

**9. Assignment; Communications:** Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet, share, or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and associated businesses under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of BIG Publications.

**10. Listings and Promotional Materials:** Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event and to use those names in Organizer promotional materials. Organizer shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor or any other exhibitor from any directory or lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before, or after the open hours of the Event and use those photographs for any promotional purpose.

**11. Assignment of Space:** Exhibit space shall be assigned by BIG Publications in its sole discretion for the Event. That assignment does not imply that similar space will be assigned for future Events. BIG Publications reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

**12. Solicitations:** The following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Exhibitor to consumer. The Event is strictly TO THE TRADE ONLY.

**13. Booth Placements:** BIG Publications will attempt to honor all booth placements based on Exhibitor's application and payment are made as required by BIG Publications. However, BIG Publications reserves the right to make alternative booth placement at any time. Offers made as to location of space are not a guarantee. BIG Publications shall be the final authority in assigning space. BIG Publications reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. BIG Publications further reserves the right to add, alter, or delete from the Event's floor plan at any time in its sole discretion.

**14. Exhibit Space Occupancy:** BIG Publications shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 24 hours prior to Event opening or leaves its installed

unattended at any time during the Event, BIG Publications shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor even if BIG Publications releases the space. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, it must notify the appropriate BIG Publications contact immediately.

**15. Event Set-Up, Removal and Hours:** Information on Event set-up, installation, removal and hours will be provided to you separately. Please make note of the following: (a) only Exhibitor will be permitted in its booth 2 hours prior to published Show opening time; (b) Exhibitor must leave its booth no later than 60 minutes after official Show closing time; (c) no staff of the Exhibit Facility has any authority in regard to exhibits, or in exhibit area other than authorized security personnel; (d) no one under 18 years of age will be admitted entrance to the Show at any time; and (e) exhibits must remain open in accordance with the schedule published prior to the Event or as amended by BIG Publications. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the official Show closing time. If Exhibitor infringes this rule, it will be assessed a fee of \$500 and may be banned from future Events.

**16. Care of Facility:** Exhibitor shall promptly pay for any and all damages to Facility or associated facilities, booth equipment, or the property of others caused by Exhibitor.

**17. Outside Exhibits/Hospitality Suites:** Exhibitor is prohibited, without express advance written approval from BIG Publications, from displaying products/services and/or advertising material in areas outside its booth space such as, but not limited to, parking lot, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tour. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through BIG Publications. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, BIG Publications reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

**18. Contractor Services:** BIG Publications has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by Exhibitor-appointed contractors ("EAC") within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Information Kit.

**19. Character of Displays:** Use of Aisles and Common Areas: Distribution of samples, printed material of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents, or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of BIG Publications and no signs, decorations, banners, advertising material, or special exhibits will be permitted in the aisles except by written permission of BIG Publications. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area or Facility. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that Show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited.

**20. Sound Devices:** The use of devices for mechanical reproduction of sound or music may or may not be permitted in BIG Publications' sole discretion. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones. Guidelines will be provided in the Exhibitor Information Kit.

**21. Booth Abandonment:** Exhibitors that leave excessive literature and/or display materials in their booth space or surrounding area at the end of the published move-out time will be deemed guilty of "Material Abandonment" and will be invoiced for labor to remove materials and disposal charges.

**22. Freight Shipment:** Information regarding freight shipments to and from the Exhibit Facility will be provided in the Exhibitor Information Kit. Exhibitor should use the shipping labels provided by BIG Publications for the Event to ensure proper shipment and identification. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to your booth. At close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pick-up does not occur within reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

**23. Cancellation by Exhibitor:** If Exhibitor desires to cancel this contract, it may request to do so only by giving notice thereof in writing to BIG Publications, with evidence of receipt. In that case, Exhibitor will continue to be liable for all fees governed by this contract and the dates payments are due, which apply regardless of the date on which this contract is executed. This amount is considered to be the liquidated and agreed upon damages that BIG Publications will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. The withdrawal of reserved booth space from availability at a time when others would be interested in applying for it will cause Organizer to sustain substantial damages that may not be determined with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation shall be the date BIG Publications receives the notice. BIG Publications reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract subject to payment of liquidated damages and an offer to purchase new booth space and pay the full fee required for the new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

**24. Cancellation by BIG Publications:** If Exhibitor fails to make any payment required by this contract in a timely manner, BIG Publications may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Notwithstanding anything herein to the contrary, Exhibitor shall in all cases remain liable for the full amount of the fees covered by this contract and BIG Publications has the right to charge Exhibitor a late fee up to 1.5% per month on all outstanding amounts owed by Exhibitor. BIG Publications reserves the right to refuse Exhibitor permission to move-in and set-up an exhibit if Exhibitor is in arrears of any payment due to Organizer. BIG Publications is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. BIG Publications may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on the part of BIG Publications to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with that breach. If BIG Publications removes or restricts an exhibit that BIG Publications considers objectionable or inappropriate, no refund will be due to Exhibitor.

**25. Cancellation of the Event:** If BIG Publications cancels the Event due to circumstances beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of Facility), BIG Publications shall refund to Exhibitor its rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer and Facility to Exhibitor. BIG Publications reserves the right to cancel, rename or relocate the Event or change the Event dates. If BIG Publications changes the name of the Event, relocates the Event to another facility within the same city, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but BIG Publications

shall assign to Exhibitor, in lieu of the original space, other space as BIG Publications deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If BIG Publications elects to cancel the Event other than for a reason previously described in this paragraph, BIG Publications shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer and Exhibit Facility to Exhibitor.

**26. Observance of Laws:** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

**27. Governing Law:** This contract is governed by the laws of the State of Florida as applied to contracts entered into and to be entirely performed within Florida by its residents. Exhibitor hereby submits to the exclusive jurisdiction of the federal and state courts located in Broward County, Florida, which shall constitute the exclusive forum for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Broward County, FL.

**28. Additional Terms and Conditions:** BIG Publications has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, BIG Publications in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of BIG Publications.

**29. Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Facility without the express permission of BIG Publications.

**30. Insurance:** Exhibitor shall, at its own expense, secure and maintain throughout the term of this contract, including move-in and move-out days, the following insurance: (a) workers' compensation insurance; (b) comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and (c) automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable). The insurance policies shall (a) name as additional insureds BIG Publications, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives; and (b) be primary to any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. If requested, copies of additional insured endorsements, primary coverage endorsements, and complete copies of policies, satisfactory to BIG Publications, shall be furnished to BIG Publications. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to BIG Publications.

**31. Intellectual Property:** Exhibitor retains all rights in original photographs, artwork, or other materials created by the Exhibitor, and hereby gives BIG Publications limited, non-transferable, non-exclusive permission to use said original photographs, artwork, or other materials, and including photographs or video footage of the Exhibitor's said original photographs, artwork, or other materials, the Exhibitor's name or likeness, and any relevant trademarks to BIG Publications for use in promotional materials directly related to the promotion of the Show. Exhibitor shall not play or permit the playing or performance of, or distribution of, any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. BIG Publications may refuse to permit Exhibitor to exhibit or display any items that BIG Publications reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, BIG Publications may terminate this contract immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

**32. Logo Usage:** Organizer hereby grants to Exhibitor a limited non-exclusive license to use, display and reproduce the name of the Event ("Mark") solely and directly in connection with exhibiting at the Event. Exhibitor may not use the Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time for any reason or no reason.

**33. Exhibitor Information Kit:** Prior to the Event, BIG Publications may provide an Exhibitor Information Kit to Exhibitor using the contact information listed on the front of this contract. The Exhibitor Information Kit will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

**34. Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by BIG Publications in its sole discretion. BIG Publications may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, with or without notice to Exhibitor. Any rules and regulations of the Facility and General Contractor (whether or not included in an Exhibitor Information Kit or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by BIG Publications as soon as these additional rules or regulations are communicated to Exhibitor.

**35. Fire and Safety Laws and Rules:** All federal, state and city laws must be strictly observed. Exhibitor Information Kit. All materials used for display of any kind must be flame-proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Displays must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. Exhibitor may be prohibited from exhibiting for infringing these rules.

**36. Rights of Offset; Enforcement:** BIG Publications reserves the right, in its sole discretion, to apply any or all payments made to the Event to any or all outstanding invoices owed to Organizer. This applies to ad insertions, sponsorships, booth space or any other product or services offered by Organizer.

**37. Entire Agreement:** This contract (including the Exhibitor Information Kit and any additional rules or regulations adopted by BIG Publications from time-to-time) represents the entire agreement between BIG Publications and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between BIG Publications and Exhibitor relating to the Event.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_