

NASHVILLE HOME SHOW

NashvilleHomeShow.com

Exhibitor Agreement ▪ September 8-10, 2017 ▪ Music City Center, Nashville, TN

This Exhibitor Agreement is by & between Chandler Venture Group, Inc., dba All Show Services, hereinafter referred to as "NHS" – and the exhibiting organization identified below – hereinafter referred to as "Exhibitor".

Save 4% When Signing Up by October 18, 2016.

COMPANY NAME:
(AS PUBLISHED & ADVERTISED) _____

CONTACT: _____ TITLE: _____

STREET ADDRESS / PO BOX: _____

CITY / STATE / ZIP: _____ PHONE: _____

E-MAIL: _____ FAX: _____

WEB SITE: _____ MOBILE: _____

PRODUCTS AND/OR SERVICES
TO BE DISPLAYED AT SHOW: _____

Music City Center	EXHIBITOR SPACE INCLUDES:	10x10 BOOTH SIZE	10x20 BOOTH SIZE	20x20 BOOTH SIZE	CUSTOM BULK SPACE Insert Space Size _____ x _____
	<input type="checkbox"/> ID Sign <input type="checkbox"/> Pipe & Drape <input type="checkbox"/> Listing In Show Program				
INDICATE YOUR DESIRED BOOTH LOCATION: Booth # Requests: <input type="text"/> <input type="text"/> <input type="text"/>		BOOTH INVESTMENT: <input type="checkbox"/> \$950 <input type="checkbox"/> \$125	<input type="checkbox"/> \$1,650 <input type="checkbox"/> \$125	<input type="checkbox"/> \$3,050	<input type="checkbox"/> \$ _____
SHOWCASE YOUR BUSINESS WITH A PREMIUM WEB LISTING		\$100 VALUE Complimentary if Signed Up by October 18, 2016			
NOTE: Electricity, carpeting, tables, etc. are available for rent. TOTAL:					
Full payment or 33% deposit <u>MUST</u> accompany agreement. Make checks payable to ALL SHOW SERVICES.					

☐ Check Credit Card: ☐ VISA ☐ MasterCard CARD # _____

Billing Address: _____

Payment Schedule: 33% with Signed Agreement. 33% payment due May 8, 2017. 34% balance due July 8, 2017.

INITIAL HERE: _____ I authorize the All Show Services to process all payments as outlined above.

Name on Card: _____ Expiration Date: _____ CVV# _____

Signature: _____ Date: _____

EXHIBITOR: I hereby agree to the Terms & Conditions of this Exhibitor Agreement (see reverse) as well as Expo Rules & Regulations

Signature: _____ Date: _____

RETURN COMPLETED EXHIBITOR AGREEMENT TO:

All Show Services
11140 Rockville Pike, Suite 100-340
Rockville, MD 20852
Fax: 866-786-8025

Annmarie Kennick -- 301-564-4050 x102
akennick@allshowservices.com
Carol Graves -- 301-564-4050 x103
cgraves@allshowservices.com

ACCEPTED BY CHANDLER VENTURE GROUP INC: _____

Date: _____

EXHIBITOR AGREEMENT TERMS AND CONDITIONS

EXHIBIT SPACE, EXHIBITORS, & ATTENDEES. Exhibitor agrees to lease from NHS exhibit space(s) as indicated on reverse as approved by NHS. It is understood that NHS will make every effort to assign the exhibit space(s) as requested, but Exhibitor grants NHS the right to make final assignment of exhibit space and to alter locations, at NHS's sole discretion. Exhibitor acknowledges that they are not contracting for a NHS specific booth(s), but rather for the right to participate as an Exhibitor at the NHS. Exhibitor understands that exhibit space(s) is held on a tentative basis until receipt of signed Agreement and full payment. Assigning, subletting, subdividing or sharing of exhibit space is prohibited. NHS makes no representations or warranties with regard to the demographic nature and/or number of Exhibitors or attendees. Further, Exhibitor acknowledges that NHS has no control over prices charged for product(s) by other Exhibitors nor over the number of Exhibitors selling the same, similar or competitive products. In the event any part of the exhibition facility is destroyed or damaged so as to prevent NHS from permitting an Exhibitor to occupy assigned space during any part or whole of Show, or in the event occupation of assigned space is prevented by strikes, acts of God, national emergency, or other cause beyond the control of NHS, Exhibitor will be charged for space during the period it was or could have been occupied by Exhibitor; and Exhibitor hereby waives any claim against NHS, its directors, officers, agents, suppliers or employees for losses or damages which may arise in consequence of such inability to occupy assigned space or participate at the Show.

USE OF SPACE. The Exhibitor agrees to set-up prior to the show's opening and stay set-up and staffed for the entire show, to wear an exhibitor badge during set-up, show and breakdown of show. Distribution of advertising material and Exhibitor solicitation shall be restricted to the Exhibitor's booth. Exhibitor's exhibit may not extend beyond the limits of the Exhibitor's booth and part of any exhibit may not extend into any aisle. Exhibitor shall not arrange its exhibit to obscure adjacent Exhibitors in the opinion of NHS. Exhibitor will not remove product from their booth prior to the show close on Sunday. Without limiting the preceding, NHS further reserves the right to modify or rearrange an Exhibit in any way it deems appropriate. Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitor Services Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. NHS reserves the right to decline, prohibit or expel an exhibit or exhibits which, in its judgment, is out of keeping with the character of the exhibition, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Exhibitor may not play music in their booth unless they have written permission from the Parties who hold the copyright for the music.

PAYMENT. Exhibitor agrees to pay all appropriate exhibit space rental fees according to the payment schedule. Exhibitor is responsible for any bank fees. No Exhibitor will be permitted to retain a booth space, participate, or move-in a display of products without prior full payment. If the exhibit space rental fee is not paid according to the schedule, NHS reserves the right to cancel Exhibitor's Agreement and re-assign exhibit space(s). The Exhibitor agrees that upon acceptance of this Agreement by NHS with or without appropriate or timely payment of any and all fees, this Agreement shall become binding and enforceable in accordance with its terms.

CANCELLATION. Any request for cancellation of exhibit space must be submitted in writing. Notwithstanding the foregoing, all payments for exhibit space(s) are non-refundable. NHS will cancel an Exhibitor's exhibit space and bar Exhibitor from participation if (1) payments are not made according to the payment schedule, (2) Exhibitor fails to occupy the assigned space by 9 AM on the day of show opening; and/or (3) Exhibitor fails to comply with this Agreement for Exhibit Space and the Rules and Regulations (as they may be amended by NHS from time-to-time) in any respect.

DEFAULTS. Without limiting any other rights or remedies, if the Exhibitor fails to pay any of the installments outlined in the Payments Section (above), or otherwise fails to comply with the terms of this Agreement, NHS shall be entitled to the following: (1) Any exhibition fees paid shall be retained by NHS as liquidated damages, and (2) any outstanding payments as outlined in the Payment Section are due and payable in consideration for NHS having reserved space and provided services to the Exhibitor until the date the Exhibitor is cancelled. Both the Exhibitor and NHS acknowledge that NHS will sustain substantial losses if the Exhibitor cancels, downsizes or defaults on its participation. Even though NHS will exercise its best efforts to provide the canceled, defaulted, or unused space and its service to others, NHS and the Exhibitor agree that NHS will nevertheless incur substantial losses that cannot be previously determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the preceding as liquidated damages (and not as a penalty) if the Exhibitor cancels, downsizes, or defaults its participation. All cancellation/downsizing/default fee(s) and the retention of Exhibitor payments pursuant to this Agreement are acknowledged by the Exhibitor to be fully earned and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by NHS and in consideration for NHS having reserved space and provided services to the Exhibitor until the date of cancellation, downsizing or default, thereby losing or deferring the opportunity to provide exhibit space and its service to others. NHS shall also be entitled to any and all actual and consequential damages it incurs as a result of Exhibitor's breach.

ATTORNEY'S FEES, INTEREST AND COLLECTION FEES. If Exhibitor does not meet all financial obligations when due or otherwise fails to comply with the terms of this Agreement, Exhibitor shall be responsible for all damages (both actual and consequential), all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees) that NHS incurs. There will be a \$35 charge for all returned checks. If the interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to NHS by the Exhibitor. In the event of any dispute between NHS and Exhibitor regarding this Agreement, and/or any claim, suit or demand relating to or concerning in any way the Exhibitor's attendance or participation at the Show, NHS shall be entitled to receive from Exhibitor, in addition to all other remedies, the actual attorney's fees it incurs in the event it is prevailing party.

ADDITIONAL EXPENDITURES. Exhibitor understands and agrees that all expenses for shipping and handling of equipment and display material into and out of the exhibit hall, for constructing, decorating and dismantling the display, and all other costs incidental to the operation of the exhibit are not part of the exhibit space rental fee and are the responsibility of Exhibitor. Any disputes that may arise between Exhibitor and any third party contractors are the sole responsibility of these parties and are to be settled between them.

INSURANCE. Exhibitor must have a commercial general liability policy of not less than \$1,000,000.00 naming NHS as an additional insured. Exhibitor agrees to carry adequate personal and property damage liability and workers' compensation insurance. Certificates of insurance must be furnished by Exhibitor if requested by NHS and must be available on-site during the event. Failure by NHS to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. Exhibitor understands that NHS does not maintain insurance covering Exhibitor's property or person and it is the sole responsibility of Exhibitor to obtain such insurance. The Show assumes no responsibility for the safety of the properties of the exhibitor, its officers, agents or employees from theft, damage by fire, accident or any other cause.

LIABILITY, REPRESENTATIONS, INDEMNIFICATION & RELEASE. Neither NHS, its officers, directors, employees, or agents, nor the exhibition facility, nor the legal entities that own, lease or operate the facility ("Exhibit Facility Owners"), nor their members, officers, directors or employees, will be responsible or liable for (1) injury to Exhibitor, its employees or agents, any person or persons associated with Exhibitor, and/or (2) loss or damage to any of Exhibitor's property while in transit to or from the exhibition facility or while in the exhibition facility. Once at the exhibition facility, Exhibitor is solely responsible for the protection of its Exhibitors, its employees, and its property against robbery, burglary, theft or damage by fire or any other cause. NHS shall not be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the Exhibitor or any of its officers, directors, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor agrees to indemnify and hold harmless NHS and the Exhibit Facility Owners, and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from, related to, or connected in any way, to the Exhibitor, the occupancy of the exhibit space, and/or Exhibitor's attendance or participation at the Show, by reason of personal injuries, death or property damages sustained by any person. Exhibitor also assumes full responsibility for all injury to any and all persons, animals, or property that is in any way connected with Exhibitor's property, its attendance or participation at the show, or caused by Exhibitor, his/her agents, representatives, employees, or animals and waives and releases any claims against NHS in regards to the same. Exhibitor waives all claims of any kind against NHS or any of its directors, members, employees, or agents, arising from the Show, attendance at the Show, and the conduct of NHS, other Exhibitors, and/or attendees. Exhibitor agrees that NHS shall not be liable for any loss or damage to Exhibitor including, but not limited to any loss or damage to Exhibitor's business by reasons of failure to hold the show, or failure to provide space for any exhibit, or the removal of any exhibit, or for any action of NHS or its employees or agents in relation to the exhibit or Exhibitor. Exhibitor further waives any and all claims to consequential damages. Exhibitor warrants and represents that any use of materials published or displayed on the Internet or in electronic format in connection with NHS will not violate or infringe any copyright, trademark, trade secret, or any other rights of NHS or any third party. Exhibitor agrees to indemnify and hold harmless NHS from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons relating to or arising from any third-party claims of defamation, illegality, or infringement or any patents, trade secrets, copyrights, trademarks, service marks, trade names, or similar proprietary rights. Exhibitor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations and codes of duly authorized local, state, and federal governing bodies, concerning licensing, taxation, fire, safety and health (including vaccination requirements), together with the rules and regulations of the exhibition facility. Without limiting any other provisions of this Agreement, Exhibitor agrees to indemnify or hold NHS harmless from any damage or injury caused by a breach of the preceding sentence.

SCOPE OF AGREEMENT. Exhibitor agrees to abide by the terms and conditions of the Exhibit Space Agreement and the official Expo Rules and Regulations, which are made a part by reference and fully incorporated herein. If any language in the Rules and Regulations conflicts with the language in the Agreement, then this Agreement language shall govern. This is not binding on NHS until signed by an authorized representative on behalf of NHS. The individual signing on behalf of Exhibitor warrants that he/she is authorized to do so.

AGREEMENT MODIFICATIONS. All terms and conditions of this Agreement shall be binding upon the parties and their representatives.

JURISDICTION, VENUE, & APPLICABLE LAW. This Agreement shall be construed by and enforced in accordance with the laws in the State of Maryland. Any suit involving any dispute or matter arising under this Agreement may only be brought in the Circuit Court for Montgomery County Maryland. The Exhibitor hereby consents to the exercise of personal jurisdiction by said Circuit Court with respect to any such proceeding. The Exhibitor waives trial by jury with regard to any lawsuit.

MISCELLANEOUS. This Agreement is irrevocable, and the rights of NHS under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of NHS. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement. NHS shall be defined to include NHS, its shareholders, agents, employees, and servants. As used in this Agreement, Exhibitor shall mean both the corporation company or association, referred to as "Exhibitor" on page one (1) of this Agreement, as well as the person signing below in their individual and personal capacity. "Show" shall mean the event, or events, identified on the first page of this Agreement.

EXHIBITOR: I hereby agree to the Terms and Conditions of this Exhibit Space Agreement and Expo Rules and Regulations including, but not limited to, the releases, indemnifications, hold harmless provisions, and any other representation made by Exhibitor herein. By signing below, you agree to be personally bound, in your individual capacity, to the same extent as the Exhibitor including, but not limited to, the releases, indemnifications, hold harmless provisions, and any other representation made by Exhibitor herein.

EXHIBITOR:

Signature _____

Date _____