



EXHIBIT/SPONSOR CONTRACT
SEPTEMBER 6-8, 2023
Caesars Forum Conference Center | Las Vegas, NV

Exhibiting Company
Please print as you want name to appear in event promotions.

Company Website

Main Contact (For Event Correspondence)

Main Contact Job Title

Address

City State Zip Country

Email Phone

PRICING: Returning Exhibitor, New Exhibitor, Pavilions, Exhibit Booth # Requested, Sponsorship Type, Contract Total

Payment Schedule: 50% deposit due upon contract submission. Remaining balance due by 6/8/23. Full payment is due with contracts signed within 90 days event.*

If Paying by Check: Make checks payable in U.S. funds to BNP Media and Reference The Experience Conference & Exhibition in memo

Billing Contact Name, Billing Email Address, Name on Credit Card, Credit Card Number, Type of Card, Expiration Date, Verification Code, Signature

Accepted, for Exhibiting Company: By signing below, you acknowledge that you have read and agree with the contract terms and conditions shown on the reverse side or second page of this form, and you are authorized to execute this contract on behalf of the exhibiting company.

Submit Completed Contract to: Jennifer Wilkinson, The Experience Sales, 248-833-7367 • jennifer.experienceevents@bnpmedia.com



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The parties hereto agree that, upon acceptance by BNP Media, the following terms and conditions will apply to this Application and Contract for Exhibition Participation ("Contract"):

- Definitions.** "Management" means BNP Media, its officers, agents or employees. "Exhibitor" means the company submitting this Contract to Management as an application to participate in The Experience Convention & Trade Show (or its future name) exhibition ("Exhibition") and such company's officers, agents or employees. "Exhibitor's Manual" means the exhibitor's manual made available by Management to Exhibitor in connection with the Exhibition which describes certain rights and obligations of the parties.
- Deposit and Balance.** The Payment is non-refundable, provided that if Management, in its sole discretion, exercises its right to terminate this Contract without Cause at any time, then Management will refund the Payment. "Cause" will mean (i) Exhibitor's failure to comply with the terms of this Contract, including a failure to pay prior to the applicable due date set forth in this Section 2, or Exhibitor's obligations set forth in the Exhibitor's Manual or (ii) the occurrence of a Force Majeure Event.
- Exhibitor's Space.** During the hours of the Exhibition, Exhibitor will have the right to occupy the contracted booth space, as indicated on the first page of this Contract: "Booth Space." The Booth Space will have the dimensions indicated on the reverse of this Contract. Management will supply curtains and rails for the Booth Space as indicated in the Exhibitor's Manual. Badge Policy: Exhibiting companies will receive up to 2 complimentary badges/ 100 nsf. Additional Expo Hall badges can be purchased at a special rate.
- Subleasing.** Exhibitor may not sublease Booth Space, or any part thereof, or otherwise grant rights to use the Booth Space to any person other than Exhibitor's own employees and/or agents.
- Setup Hours.** Exhibitor must install its exhibit at assigned booth space between 4:00 pm - 6:00 pm on Tuesday, September 5th and 8:00 am to 1:00 pm on Wednesday, September 6th. If Exhibitor has not set up and put an exhibit in order by 1:00pm on 9/6/23, Management will have the right to terminate this Contract with Cause and assign the Booth Space to another exhibitor, or make such other use of the space deemed necessary or appropriate. Setup hours and days are subject to change by Management in its sole discretion.
- Show Hours.** The Exhibition will be opened on the following days at the times indicated:
Wednesday, September 6th, 2:30 pm - 6:30 pm
Thursday, September 7th, 2:30 pm - 6:30 pm
Friday, September 8th, 12:00 pm - 3:00 pm
Doors open one hour before the expo opens Thursday and Friday to badged exhibitors only. Management reserves the right to change show dates and hours in its sole discretion.
- Exhibit Removal.** Exhibitor must keep its exhibit intact until the closing of the Exhibition at 3:00 p.m. on 9/8/23. Exhibitor must dismantle its exhibit at the Booth Space between 3:00 p.m. and 8:00 p.m. on Friday, September 8th. Exhibitor must remove its exhibit from the Booth Space and exhibition hall by 8:00pm on 9/8/23. ("Dismantling Date"). If Exhibitor has not removed all exhibit material from the Booth Space and exhibition hall by the Dismantling Date, it will be deemed abandoned and Management may, in its sole discretion, remove and dispose of such material or re-route exhibitor's freight via the house carrier at exhibitor's expense. Dismantle hours and days are subject to change by Management in its sole discretion.
- Restrictions on Exhibits.** Management reserves the right to decline to permit Exhibitor to conduct and maintain an exhibit if, in the sole judgment of Management, Exhibitor, or its employees, consultants, representatives, agents, exhibit or any material or items used therein, including articles of merchandise, hand out or give away items, printed matter, souvenirs and catalogs, violates the terms and conditions of this Contract, the Exhibitor's Manual or common standards of decency. Exhibitor may not use loudspeakers, recording equipment, television sets and radios, and operating machinery without Management's prior written consent. Management may regulate the volume or use of any such item in its sole discretion. Exhibitor may not exhibit, offer for sale, give as premium or advertise articles or other products not manufactured or sold in Exhibitor's own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display. Management may restrict the use or display of any article not manufactured or sold by Exhibitor. Exhibitor has read, understood and will abide by the further restrictions on Exhibitor's use of the Booth Space set forth in the Exhibitor's Manual.
- Ancillary Events.** Any exhibitor that wishes to host, promote or plan any live event, meeting, demonstration or gathering that is intended or designed to attract more than 15 people taking place during the exhibition dates must be pre-approved in writing by management. Exhibition dates shall be defined as all hours and days covering exhibitor set up and removal, show hours, receptions, and all educational offerings. If exhibitor fails to properly notify and obtain written permission, management shall, at managements sole discretion have their booth space forfeited with no refunds.
- Food and Beverages.** Exhibitor may not serve beverages or food during the Exhibition or installation or removal hours without Management's prior written consent.
- Literature, Samples and Souvenirs.** Exhibitor must confine its exhibit activities to the Booth Space and may not conduct any activities in the aisles or in booths other than the Booth Space, including distribution of literature, samples or other articles.
- Union Labor.** Management and Caesars Forum is contractually required to use union labor exclusively. Exhibitor will employ only union labor made available by official contractors or other contractors approved in advance by Management to install, dismantle or modify its exhibit.
- Ordinances, Laws, Local Regulations.** Exhibitor will comply with all federal, state and local laws, regulations and ordinances and all exhibition hall rules.
- 14. Indemnity/Limitation of Liability.** EXHIBITOR WILL INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS MANAGEMENT, CAESARS FORUM, AND ALL AGENTS AND EMPLOYEES THEREOF FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSS, DAMAGE, CLAIM, COST, DEFICIENCY, DIMINUTION OF VALUE AND EXPENSE (INCLUDING COSTS OF INVESTIGATION AND DEFENSE, PENALTIES AND REASONABLE LEGAL FEES AND COSTS) FOR ANY DAMAGES OR CHARGES INCURRED BY MANAGEMENT RESULTING FROM EXHIBITOR'S OCCUPANCY OR PARTICIPATION IN THE EXHIBITION INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH OR ANY PROPERTY DAMAGE SUSTAINED BY ANY PERSON, AND DAMAGE TO BUSINESS BY REASON OF FAILURE TO PROVIDE EXHIBIT SPACE. NEITHER MANAGEMENT NOR CAESARS FORUM MAINTAINS INSURANCE COVERING THE EXHIBITOR'S PROPERTY, AND IT IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR TO OBTAIN SUCH INSURANCE. ALL PROPERTY BROUGHT BY THE EXHIBITOR TO THE EXHIBITION IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR AND MANAGEMENT; CAESARS FORUM HEREBY DISCLAIMS ALL RESPONSIBILITY FOR SUCH PROPERTY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING INDEMNITY AND LIMITATION OF LIABILITY HAVE BEEN NEGOTIATED BETWEEN THE PARTIES AND ARE REFLECTED IN THE CHARGES APPLICABLE TO THIS CONTRACT. THE FURNISHING OF WATCHMEN OR OTHER SECURITY WILL NOT BE DEEMED TO AFFECT THE INDEMNIFICATION OR LIMITATION OF LIABILITY SET FORTH HEREIN.
- 15. Insurance.** Exhibitor will provide by July 15, 2023 an original certificate of insurance showing liability insurance of not less than \$1,000,000 in effect during the dates of the show. This certificate must name BNP Media and Caesars Forum as an additional insured and loss payee. If an original certificate is not submitted, Exhibitor will be prohibited from setting up its exhibit or otherwise participating in the Exhibition and Management will be permitted to terminate this Contract for Cause.
- 16. Postponement or Cancellation of Show.** If the Exhibition is postponed for any reason, then, in its discretion, Management will have a period of 90 days from the postponement date to reschedule and reproduce the Exhibition. If the Exhibition is rescheduled and reproduced within this period, then all aspects of this Contract will remain intact and Exhibitor will reschedule its exhibit to participate in the rescheduled Exhibition. Subject to Section 20, if the Exhibition is canceled or terminated for any reason, then Management may terminate this Contract without cause and Exhibitor waives all claims the Exhibitor might have against Management for damages and expenses and will accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the Exhibitor to Management in accordance with this Contract.
- 17. Exhibitor's Manual; Other Rules and Regulations.** Exhibitor will abide by the rules and regulations published in the official Exhibitor's Manual, which are hereby incorporated in this Contract by reference. Management may make determinations with respect to the Exhibition such as movement of Booth Space or floor plan changes in its sole discretion. Any matters not specifically covered in this Contract, including the Exhibitor's Manual, will be subject to determination by Management in its sole discretion.
- 18. Failure to Comply With Contract.** If Exhibitor breaches its obligations hereunder, then Management (i) may immediately terminate Exhibitor's rights to the Booth Space and Exhibitor's participation in the Exhibition, (ii) terminate this Contract with Cause, and (iii) sell the Booth Space at public or private sale. In such event, Exhibitor will be liable for any deficiency, loss or damage suffered by Management. Exhibitor will pay reasonable costs and expenses of Management incurred as a result of the failure of Exhibitor to comply with the terms of this Contract, including reimbursement of Management's costs of renting the Booth Space to another exhibitor.
- 19. Default in Occupancy.** If Exhibitor fails to occupy the Booth Space prior to the time set forth in Section 5, then Management may terminate this Contract with Cause. If the Booth Space is not occupied by the time set by Management for completion of installation of displays, then the Booth Space may be processed by Management for such purposes as Management may see fit.
- 20. Cancellation Policy.** Any company wishing to cancel their participation must do so in writing. Cancellation letter must be on company letterhead and must be signed by the original signatory or an officer of the company. Any fees past due must be paid in full prior to cancellation. All deposits will be forfeited and no refunds will be issued at the time of cancellation.
- 21. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives or other coatings to building columns and floors or to standard booth equipment.
- 22. Resolution of Disputes.** If there is a dispute or disagreement between two or more exhibitors, Management's determination and interpretation of the rules and regulations governing the Exhibition will be binding on Exhibitor. Management will have full power in the matter of interpretation, amendment and enforcement of all rules and regulations, and any such amendments when made and brought to the notice of the Exhibitor will be and become part of this Contract as though duly incorporated herein. If a dispute or disagreement arises between exhibitors concerning the allotment of permitted use of exhibition space or concerning interpretation of any of the rules or regulations set forth herein or in the Exhibitor's Manual, such dispute will be referred to the Management for review and interpretation, and Exhibitor will abide by said interpretation, which, if requested, will be in writing.
- 23. Force Majeure.** Management will not be liable to Exhibitor and will not be required to perform its obligations hereunder, if the performance of this Contract is hindered, delayed, or prevented by any circumstances beyond the reasonable control of Management, including, but without limiting the generality of the foregoing, any strike, labor shortage, lockout, fire, explosion, act of God or the public enemy, war, terrorism, riot, interference by the military or governmental authorities, or compliance with the laws of the United States or with the laws, regulations, acts, or orders of any relevant city, state or federal government authority ("Force Majeure Event"), provided that Management gives Exhibitor prompt written notice of the occurrence of such Force Majeure Event. If the Exhibition is canceled or terminated because of a Force Majeure Event, then Exhibitor waives all claims the exhibitor might have against Management for damages and expenses in connection with this Contract. In the case of a Force Majeure Event explicitly related to COVID-19, Exhibitor shall be entitled to a full refund or credit for a future BNP event or other BNP product equal to any deposits paid to Management.
- 24. Miscellaneous.** Exhibitor, as a material part of the consideration paid to Management for the services provided hereunder, waives and releases Management, its employees, agents, officers and directors, with respect to all matters for which Management has disclaimed liability pursuant to this Contract. Exhibitor has read and understood this Contract and the Exhibitor's Manual, understood them and agrees to be bound by their terms, and further agrees it is a complete and exclusive agreement between the parties with respect to its subject matter. The invalidity or unenforceability of any provision hereof will not affect, modify or impair the validity and enforceability of all other provisions herein.
- 25.** Management reserves the right to deny any company from exhibiting or participating in event at any time for any reason at their sole discretion. All ancillary event sponsorships, marketing opportunities and messaging options are only available to companies that have purchased exhibit space or have express the written consent of management.
- 26. Governing Law.** All disputes arising from this Contract will be governed by and construed under Michigan law in the courts of Oakland County, Michigan, without regard to conflicts of laws.

For more information or questions, please contact your sales manager:

MIKE BALZANO
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The Experience Sales
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SEPTEMBER 6–8, 2023
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Donate for 2023 Events Apple-A-Day Give-A-Way

Donate a Prize to be given away during the 2023 event. The prize(s) will be given away to attendees during the Apple-A-Day give-a-way. The Apple-A-Day give-a-way will be given away to attendees during the last 15 minutes of the trade show hall hours or during the reception/party. A brief company description will be mentioned with the give-a-ways. Attendees must be present to win.

Example of give-a-way: Company Machine, Company Products, Company Equipment, iPad, iPod, TV, Gift Cards(\$25, \$50, \$100, \$300, \$500)

Company Name _____

Contact Name _____

Phone _____

Email _____

Donated Item _____

Value Amount of Item \$ _____

Description of Item _____

Send in Photo of item(s)

Description of Company _____

Sending item(s) in advance

Bringing item(s) to event