



**FEB. 23-24 &
FEB. 28-MARCH 3, 2019**
Duke Energy Convention Center
CincinnatiHomeAndGardenShow.com

PLEASE COMPLETE THIS AGREEMENT AND:

FAX TO: 440-264-2981
OR MAIL TO: Marketplace Events
31105 Bainbridge Rd., Suite 3
Solon, Ohio 44139

Sales: Rese Pardue 513-826-3593
 Toni Garbo 513-826-3427

EXHIBIT SPACE APPLICATION/CONTRACT

1. Company Name _____ Website _____
 Contact _____ Title _____
 Email _____ Yes, you may email show information to me at _____
 Address _____
 City _____ State _____ ZIP _____
 Phone _____ Mobile _____ Fax _____

2. **EXHIBIT SPACE PREFERENCES**

OPTION 1	Booth _____	Size _____	10'x10' (\$1,599) _____ \$ _____
	Booth _____	Size _____	8'x10' (\$1,520) _____ \$ _____
	Booth _____	Size _____	Corner Premium (\$200) _____ \$ _____
OPTION 2	Booth _____	Size _____	Direct Sell Fee (\$200) _____ \$ _____
	Booth _____	Size _____	Exhibitor Listing – Required (\$99) _____ \$ _____
	Booth _____	Size _____	New Exhibitor Marketing Package – Required (\$100) _____ \$ _____
OPTION 3	Booth _____	Size _____	Sign Marketing Fee (\$250) _____ \$ _____
			<i>(signage higher than 8 ft., no higher than 13 ft. for booths up to 399 sq. ft.)</i>
			TOTAL COST OF SPACE _____ \$ _____
		TOTAL INVESTMENT _____ \$ _____	

3. **SOCIAL MEDIA** _____
 Please list your social media accounts. _____

4. **PRODUCT DISPLAYED** We will exhibit the following products and/or services
 (Only the products that are listed below may be exhibited and must have Show Management approval)

5. **PAYMENT** DO NOT LOCATE BY:

PLEASE FIND MY CHECK ENCLOSED (PAYABLE TO MARKETPLACE EVENTS) _____ \$ _____
 OR
 CHARGE TO MY VISA MASTERCARD DISCOVER AMEX _____ \$ _____

CREDIT CARD ACCOUNT NUMBER _____ EXPIRATION DATE _____ CARDHOLDER ZIP CODE _____

By signing below, I authorize Marketplace Events to process all payments on the above credit card. All payments will be charged based on the payment schedule to the right. You will NOT be charged a 3% credit card service fee. Marketplace Events will cover all card service fees.

CARD HOLDER'S NAME _____
 SIGNATURE _____

PAYMENT SCHEDULE:	
33% with signed contract	_____
33% payment due Oct. 24, 2018	_____
Balance due Dec. 19, 2018	_____

Any change in the Exhibiting Company's mailing address, show guide information, brand names or product listings must be communicated in writing. Filming may be in progress at the event. By exhibiting in this event, you agree to allow for your image to appear in our videotaping and photography for any and all commercial purposes.

6. Signature _____ Date _____

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Marketplace Events LLC ("MPE"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between MPE and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies MPE that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of MPE is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of MPE. The Exhibitor agrees to indemnify and save harmless MPE and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

2. MPE RIGHTS

- a) MPE reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits, Exhibitors or promotional activities that MPE considers objectionable, inappropriate, disruptive or dangerous to MPE, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to MPE.
- b) MPE shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of MPE, which permission may be withheld in MPE's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless MPE and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) any breach of or default under the terms or conditions of this agreement, (ii) its occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) personal injuries, death, property damages or any other damage sustained by the Exhibitor, MPE, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law, or (v) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents.

5. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to MPE for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name MPE as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of MPE, the Exhibitor shall provide MPE with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against MPE, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- c) Neither MPE nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

All exhibits require full floor covering. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual.

- Signage in linear booths may not exceed 8 ft. height
- Signs must be one-sided and not face into another Exhibitor's booth.
- No hand written signs are allowed – use professional signs only.

- a) Marketplace Events, LLC will provide an Exhibitor's identification sign and number for each exhibit space. Exhibitor must finish or provide masking drape for the back of unfinished or unsightly structures at his own expense. No signs, apparatus, construction, etc. may extend more than 8 feet above the floor in the Exhibitor's booth space.
 - All "in line" or linear exhibits must have an 8' high solid back wall. Side walls are not required however, if you choose to use side walls; the 8' high portion may only come out 5' from the back wall, and the 3' high portion may come out the full 10' from the back wall.
 - No tents without consent of Show Management
 - Tables must be professionally skirted (no plastic) with floor-length skirting that is pleated or gathered. Fine furniture is acceptable without skirting.
- b) With prior approval of Marketplace Events, LLC, Exhibitor with a 4-booth (or more) island may hang banner/sign with company name and/or logo to a maximum height of 16". Banner/sign may not be used to advertise sales, products or services and must be set back at least 25% of the booth's width dimensions from the back line of the booth; length may not exceed 50% of the corresponding dimension of the booth.
- c) Interviews, demonstrations, and distribution of literature must be done within the Exhibitor's exhibit space. No loudspeakers or overly loud exhibits/Exhibitors will be allowed on the exhibit floor. Small sound amplification systems for captive-audience demos may be used, but sound must be inoffensive to neighboring Exhibitors.
- d) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by MPE.

7. CANCELLATION AND TERMINATION

- a) The exhibitor shall have the right to cancel this license agreement or downsize space by notice in writing to be delivered to MPE. All deposits/payments received by MPE up to the date of notice of cancellation or downsize are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (i) fails to make payments in accordance with the payment schedule set out herein or (ii) fails to appear at the show, MPE reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. MPE will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, MPE has the right to (i) re-rent said space and (ii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from MPE.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to MPE shall be deemed earned by MPE and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, MPE shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as MPE deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling MPE to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to MPE to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) MPE is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of MPE, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, MPE will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

- a) Waiver by MPE of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
- d) If a show guide is produced for the show, MPE is not responsible for any errors or omissions in the show guide.



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