

APPLICATION FORM

- EXHIBITOR INFORMATION -

COMPANY DETAILS

Exhibiting company name:.....
 Address:.....
 ZIP code:..... City:..... State:..... Country:.....

INVOICING *(if different)*

Invoiced company name:.....
 Invoicing address:.....
 ZIP code:..... City:..... State:..... Country:.....

CONTACT IDENTITY

Name and last name:..... Position:.....
 Telephone:..... Cell:.....
 E-mail:.....

CATALOG / WEBSITE INFORMATION

Please indicate below the information that will figure on the show communication tools (exhibitors list, newsletters, posts, catalog...). Company name will be listed by using the first letter:

Company name:..... Country:.....
 E-mail (public use):..... Contact full name:.....
 Telephone (public use):..... Website:.....

BUSINESS SECTOR

Please check your business sector(s):

- E-liquid manufacturer
- E-cig manufacturer
- Mod manufacturer
- Accessories manufacturer
- Raw material supplier
- Wholesaler
- Distributor
- Shop
- Other:



Any file that is not complete or not legible will not be accepted

- DECLARATION OF EXHIBITED PRODUCTS - BRANDS OFFICIALLY REPRESENTED

Using the nomenclature/classification below, please specify the product categories that you want to exhibit on the show stating for each a brief description and the brand associated.

Ex. : 1. E-liquids 0, 6, 12 & 18mg/ml nicotine, brand X

PRODUCT NOMENCLATURE/CLASSIFICATION:

1. E-liquids
2. Electronic cigarette equipment
 - 2.1. Battery, accumulator, chargers et adapters
 - 2.2. Clearomizers, atomizers, cartomizers, drip tips
 - 2.3. Mods, rebuildable, resistance, resistance wire, wicks
3. Electronic pipes, electronic cigars, electronic hookahs
4. Prefilled cartridges/pods
5. Accessories (please give details)
6. Other (please give details - e-cig related products only)

IMPORTANT:
E-liquids, E-cig devices/
accessories **ONLY**
No dry herbs, heated tobacco
systems nor any pills allowed.

Nomenclature #	Description (type of product)	Brand
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- BOOTH ORDER -

REGISTRATION FEE\$300

THE REGISTRATION FEE INCLUDES:

- ✔ Application fee
- ✔ Marketing campaign
- ✔ Presence in the exhibitors list (program + website)
- ✔ Wi-Fi
- ✔ Exhibitors badges
- ✔ Cleaning
- ✔ Personalized e-invitations
- ✔ Parking (First come, first serve basis)

CHOSEN BOOTH #:

**Floor plan in real time: www.vapevent.com or
contact us at: newyork@vapevent.com**

BOOTH SIZE

Please check the type of booth requested and size. All the prices are in US DOLLARS.
For any specific request or if you would like a larger booth, please contact our team.

	BARE BOOTH <i>(wooden partitions included)</i>	BARE BOOTH + 500W SOCKET	BARE BOOTH + 500W SOCKET + BLACK CARPET*	PRE-EQUIPPED BOOTH <i>includes: partitions, black carpet, 500W socket, 2 spotlights (4 spotlights with 10x20), name plate with logo (1'x1')</i>	
10' X 10' BOOTH	☐ \$2,100	☐ \$2,200	☐ \$2,400	10' X 10' ☐ \$2,550	10' X 20' ☐ \$4,900
10' X 15' BOOTH	☐ \$3,150	☐ \$3,250	☐ \$3,550		
10' X 20' BOOTH	☐ \$4,200	☐ \$4,300	☐ \$4,700		

Other sizes? Contact our team: newyork@vapevent.com

*8.875% sales tax included

WANT TO BE A SPONSOR? PLEASE SEE PAGE 7.





IMPORTANT:

- The venue is a non-Union facility. Exhibitors can set their booth on their own or with their appointed contractor.
- Bare booth come with wooden panel partitions. Please advise our team if you do not require any.
- Booth design projects must be approved in advance to ensure compliance with exhibition hall rules at least one month before the show.
- Make sure your booth height is not more than 10' (If higher please contact the organization team).
- The exhibit area is not carpeted. All booths are required to have some type of floor covering.
- Flame certificates are required. Regarding the New York City Fire Department Code, the exhibitor or production company is responsible for producing flame-test certificates for fabrics or similar materials used at the event (carpeting, window treatments (curtains), wall paper, foam, upholstery, wood, backdrop, tarpaulin...). These certificates are required to be on hand during the event if audited by the NYC Fire Department.

- FURNITURE PACKS ORDER -






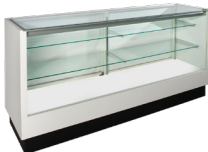

For furniture needs, we suggest the furniture packs below:
(Check the wanted one)

All orders received within 30 days of the show opening will be based on availability and charged a 20% late fee.

	PACK	COST*	ITEMS	
<input type="checkbox"/>	PACK A	\$70	<ul style="list-style-type: none"> - 6' folding table x1 (wood) - Folding chairs x2 (black) 	
<input type="checkbox"/>	PACK B	\$200	<ul style="list-style-type: none"> - Adjustable white table x1 <i>30" Round 42" High</i> - Adjustable white chairs x2 <i>15"W x 13"D x 35"H</i> 	
<input type="checkbox"/>	PACK C	\$540	<ul style="list-style-type: none"> - Adjustable white table x1 - Adjustable white chairs x2 - 6' Full vision white showcase x1 <i>38"H x 20"D</i> <i>Fluorescent lighting</i> <i>Sliding doors with lock</i> 	
<input type="checkbox"/>	PACK D	\$880	<ul style="list-style-type: none"> - Adjustable white table x1 - Adjustable white chairs x2 - 6' Full vision white showcases x2 <i>38"H x 20"D</i> <i>Fluorescent lighting</i> <i>Sliding doors with lock</i> 	
	TOTAL			

*8.875% sales tax included

- ADDITIONAL FURNITURE ORDER -

	ITEMS	COST*	QUANTITY	VISUAL (Non-contractual)
<input type="checkbox"/>	6' folding table (wood) 8' folding table (wood)	\$50 \$60	
<input type="checkbox"/>	Folding chair (black)	\$15	
<input type="checkbox"/>	Adjustable table (white) <i>30" Round 42" High</i>	\$80	
<input type="checkbox"/>	Adjustable chair (white) <i>15"w x 13"D x 35"H</i>	\$70	
<input type="checkbox"/>	Standard chair (white)	\$35	
<input type="checkbox"/>	6' Full vision white showcase <i>38"H x 20"D</i> <i>Fluorescent lighting</i> <i>Sliding doors with lock</i>	\$350	
<input type="checkbox"/>	White tower glass <i>6" canopy with 4 Halogen</i> <i>Hinged frame door with lock</i> <i>80"high x 20"deep x 20"wide</i> <i>54"glass display</i>	\$350	
TOTAL \$				

*8.875% sales tax included

**NEED MORE FURNITURE?
LOOK FOR SOMETHING DIFFERENT?
PLEASE CONTACT OUR TEAM:
NEWYORK@VAPEVENT.COM**

- SPONSORSHIP PACKAGES -

DIAMOND - COMES WITH 20'X20' BOOTH
COST: \$12,000 (1 available)

- 20X20 booth + wood partitions + electricity + carpet
- Your logo on the official show lanyards
- Your logo on the official Vapevent banner on the front of the venue
- 2 page centerfold advert in official show catalog (given to each B2B attendee)
- Recognition as Diamond Sponsor on screen inside the hall + 30s video
- Recognition as Diamond Sponsor on marketing campaigns (newsletters, social media...)
- Recognition as Diamond Sponsor on advert in Vapouround Magazine
- Recognition as Diamond Sponsor on roll-up banners inside the hall (x4)
- Recognition as Diamond Sponsor in vendor's directory official show catalog
- Logo insert next to floor plan in official show catalog
- Logo insert on official website slideshow

GOLD - COMES WITH 10'X20' BOOTH
COST: \$7,000 (3 available)

- 10X20 booth + wood partitions + electricity + carpet
- Full page advert (inside front or inside back cover) in official show catalog (given to each B2B attendee)
- Recognition as Gold Sponsor on screen inside the hall
- Recognition as Gold Sponsor on marketing campaigns (newsletters, social media...)
- Recognition as Gold Sponsor on advert in Vapouround Magazine
- Recognition as Gold Sponsor on roll-up banners inside the hall (x4)
- Recognition as Gold Sponsor in vendor's directory official show catalog
- Logo insert next to floor plan in official show catalog
- Logo insert on official website slideshow

SILVER - COMES WITH 10'X10' BOOTH
COST: \$4,000 (4 available)

- 10X10 booth + wood partitions + electricity + carpet
- Full page advert in official show catalog (given to each B2B attendee)
- Recognition as Silver Sponsor on screen inside the hall
- Recognition as Silver Sponsor on marketing campaigns (newsletters, social media...)
- Recognition as Silver Sponsor on advert in Vapouround Magazine
- Recognition as Silver Sponsor on roll-up banners inside the hall (x4)
- Recognition as Silver Sponsor in vendor's directory official show catalog
- Logo insert next to floor plan in official show catalog
- Logo insert on official website slideshow

- A LA CARTE OFFERS -

ADVERTISING INSERTS IN THE CATALOG *(File provided by announcer - 1,200 copies)*

- Full page advert in the official catalog \$500
- 1/2 page advert in the official catalog \$300

ADVERTISING ON-SITE

- Advertising tarpaulin/panel inside exhibition hall \$600
(File provided by announcer - max 2 announcers - size 6'12" x 4')
- Your flyer inside the official catalog \$800
Provided by announcer - max 1 announcer - max flyer format: 8 1/2" x 5 1/2"

- IMPORTANT -

PLEASE READ CAREFULLY THE PARAGRAPH BELOW.

- > Please send your application form, completed and signed by e-mail to: newyork@vapevent.com
- > Please be sure your application form is complete and accurate. We are not responsible for incomplete or illegible forms.
- > Once your application has been received and approved by our team:
 - An invoice will be made out to you and due 7 days after the date of issue. Your booth will be held 7 days after the invoice is sent and may be released if no payment has been processed.
 - The technical file will be sent to you. You must read it carefully and comply with the rules.
 - Additional services not mentioned in the application form (shipping/freight, delivery, labor, accomodation, travel expenses...) are not included.
 - Due to production time, exhibitors or sponsors who submit signed agreements and required information less than 30 days prior to the event date may not be mentioned in the convention materials, though every effort will be made to accommodate exhibitors/sponsors signing up after this date.
- > Sponsor offers
 - All sponsorships will be granted on a first come, first serve basis.
 - Sponsorship pledges cannot be processed without payment. If the sponsorship advertising is active, sponsorship fees are non-refundable.
 - The organizer shall not be liable for any technical issues or inconvenience related to the exhibition hall or suppliers.

- PAYMENT TERMS AND SIGNING -

RECAP / OVERALL TOTAL

Please indicate amounts to the related lines:

REGISTRATION FEE	= \$300
BOOTH	= \$
FURNITURE	= \$
SPONSORSHIP / ADDITIONAL OFFERS	= \$
TOTAL	= \$



**DUE AMOUNT MUST BE SETTLED
IN US DOLLARS ONLY**

PAYMENT

A full payment is required at invoice (within 7 days).

The due amount must be settled in **US DOLLARS** by Bank Transfer (see account details below) or Credit Card.

Please check your payment method:

- Bank transfer
 - Credit Card (+5% fees)
- A payment link will be provided by email*

BANK DETAILS

Beneficiary Name: LO EVENEMENTS
Address: 218 AVENUE DU HAUT LEVEQUE - CHATEAU BERSOL BATIMENT 2 - 33600 PESSAC (FRANCE)
Beneficiary Bank: BNP PARIBAS
Address: 50 BIS AV DU GENERAL LECLERC - 33600 PESSAC (FRANCE)

BANK 30004	SORT CODE 02824	ACCOUNT NO. 00010005465	KEY 47	SWIFT BNPAFRPPXXX
IBAN FR76 3000 4028 2400 0100 0546 547				

Signing this application form is a commitment for all selected services and options. No full refunds will be made for changes or cancellations made less than 90 days prior to the show and any unpaid amounts will still be due. For changes and cancellations with a minimum of 90 days' notice, refunds will be made as outlined in paragraph 23 of the terms and conditions.

I, the undersigned,, acting in my capacity as certify on my honor that all the exhibited products comply with all the standards and regulations governing these products in the USA, and that the information I have given is accurate, acknowledge having read the **General Terms for participation relating to VAPEVENT NYC 2019** and declare that I accept them in full without reservation.

PLACE: DATE :

SIGNATURE

- GENERAL TERMS & CONDITIONS FOR PARTICIPATION -

These terms and conditions, together with the application form, any exhibits or schedules thereto, the Exhibitor Technical File and the Declaration of Exhibited Products (collectively, the "Agreement") is entered into by and between you ("Exhibitor") and L&O événements ("Organizer") for the use of space ("Exhibit Room") in the Brooklyn Expo Center ("Center") owned by 56 West LLC ("56 West") in connection with VAPEVENT to be presented or performed therein ("Exhibit") from March 28-29, 2019. Organizer reserves the right, in its sole discretion, to approve or withhold approval of this Agreement and establish such further terms and conditions as Organizer may reasonably deem necessary. If you are entering into this Agreement on behalf of a company or other legal entity (e.g., your employer), you represent and warrant that you are authorized to do so. This Agreement, the Exhibitor Technical File (as described below), the Declaration of Exhibited Products (as defined below) and any exhibits thereto (as may be amended from time to time) shall constitute an integrated, valid and binding contract between Exhibitor and Organizer upon Organizer's written acceptance thereof and Exhibitor's receipt of an invoice from Organizer for the Exhibit Fee (as defined below).

- 1. CONDITIONS OF PARTICIPATION:** To participate in the Exhibit, Exhibitor must sign and return the Agreement and comply with all of the terms and conditions therein, including those set forth in the "Exhibitor Technical File" to be provided to you by Organizer. Exhibitor acknowledges and agrees that Organizer has the sole authority to determine the characteristics of the Exhibit, including, but not limited to, date, time, type of products and services to be exhibited, fees, and deadlines. Exhibitor shall (i) only present materials, products and services indicated on the "Declaration of Exhibited Products" document, the terms and conditions of which are made part of this Agreement, (ii) not present any third-party or other materials at the Exhibit without Organizer's prior written consent. Any deviation by Exhibitor from the foregoing requirements (or any other material provisions of this Agreement) shall be strictly prohibited. Further, Exhibitor shall truthfully inform Exhibit attendees about the qualities, prices, sales conditions and guarantees of its products or services in a complete, objective manner, and there shall be no advertising or action taken by Exhibitor likely to be misleading or that may constitute unfair competition. Exhibitor may be required by Organizer to provide a full description of the nature of its business and the items it intends to exhibit. Organizer has sole authority in its absolute discretion to prohibit or remove any booth that Organizer considers inappropriate or in violation of the Center's rules, policies or requirements or any Applicable Regulations (as defined below).
- 2. NOT A LEASE:** Organizer and Exhibitor acknowledge and agree that it is the express intention of the parties hereto that this Agreement shall not constitute a lease and that this Agreement shall not convey or vest a leasehold or possessory interest in Exhibitor as to the Exhibit Room or the Center, and Exhibitor's right to occupy and use the Exhibit Room may be terminated by Organizer in accordance with this Agreement.
- 3. EXHIBIT ROOM AND BOOTH PLACEMENT:** Space will be assigned to Exhibitor by Organizer at Organizer's sole discretion. Space assignments may be revoked or changed by Organizer if Exhibitor fails to meet payment deadlines or does not comply with the terms of this Agreement. Organizer reserves the right to relocate Exhibitor to another space in the Exhibit Room and will notify Exhibitor of such relocation using the email address or phone number provided in the application form. Organizer assumes no responsibility for Exhibitor's goods, products or fixtures before, during or after the Exhibit. Organizer shall determine the dates and hours for establishing, dismantling and occupying booths. If Exhibitor fails to establish its display in its appointed space by 9:00 a.m. on the start date of the Exhibit and/or leaves its space without supervision at any time during the Exhibit, Organizer shall have the right, but not the obligation, to seize the space, terminate this Agreement and retain the Exhibit Fee with no refund to Exhibitor. Exhibitor's booth must also be open for business at all times during the term of the Exhibit.
- 4. USE OF EXHIBIT ROOM:** Exhibitor shall use the Exhibit Room for the purposes set forth in the Agreement, Exhibitor Technical File and Declaration of Exhibited Products and for no other purposes, unless agreed to in writing by Organizer in its sole discretion. No portion of the sidewalks, ramps, entries, doors, corridors, vestibules, hallways, lobbies, stairways, aisles or driveways of the Center shall be impeded by Exhibitor, its agents, representatives, employees, guests or invitees, or used for any purpose other than ingress or egress from the Center. Access to public utilities, fire suppression equipment, heating and air conditioning vents shall not be covered or obstructed at any time. Exhibitor shall not permit any live animal, reptile, fish or bird to enter or remain in the Center except for properly and safely muzzled "seeing eye" dog accompanying a blind person or as otherwise approved in writing by Organizer in its sole discretion. All animals permitted on site must at all times remain on a leash, within a pen, or under similar control. No alcoholic beverages before, during or after the Exhibit is permitted without Organizer's prior written consent and as allowed by applicable laws and regulations. No activities within the definition of gambling shall be permitted at the Center. Exhibitor's use of sound shall respect other exhibitors' participation in the Exhibit, and Organizer may ask for the sound to be lowered or ceased at its sole discretion.
- 5. OPERATIONS AND MANAGEMENT OF CENTER AND EXHIBIT ROOM:** Exhibitor shall use the Exhibit Room in compliance with all policies, rules and regulations established by Organizer and/or the Center. In permitting the use of the Exhibit Room, Organizer does not relinquish and does hereby retain as between Organizer and Exhibitor the right to enforce all necessary and proper rules for the management and operation of the Center. Exhibitor must take all necessary fire safety precautions and all booths and materials are subject to fire safety inspection by appropriate officials during the Exhibit. (Flame retardant certificate for each material is required)
- 6. ACCESS:** Exhibitor shall be entitled to receive five (5) Exhibitor badges; provided that all persons attending the Exhibit using such badges or tickets shall be at least twenty one (21) years of age and professional of vape industry. No one shall be admitted to the Center without providing a valid pass issued or accepted by Organizer and may be required to produce identification satisfactory to Exhibitor that such person is at least twenty one (21) years of age. Organizer reserves the right in its sole discretion to bar the entry or to expel any person, visitor or Exhibitor, the presence or the behavior of whom would be prejudicial to the security, the peace or the image of the Exhibit, other exhibitors and/or the Center.
- 7. FEES:** Payment in full of the fees set forth in the application form (the "Exhibit Fee") must be received by wire transfer (in accordance with the wire transfer instructions set forth in the application form), within seven (7) days after the invoice date ("Payment Deadline") in valid U.S. currency. No cash or checks shall be accepted. Failure to make full payment of the Exhibit Fee by the Payment Deadline shall result in the loss of Exhibitor's rights to participate in the Exhibit and there shall be no refund of any portion of the Exhibit Fee previously paid.
- 8. SUBLETTING PROHIBITED:** Subletting, sublicensing or sharing any portion of Exhibitor's designated portion of the Exhibit Room by Exhibitor with anyone other than Exhibitor is expressly prohibited unless consented to in writing by Organizer in its sole discretion.

- 9. COMPLIANCE WITH LAWS:** Exhibitor shall not use the Exhibit Room or Center for any unlawful purpose. Exhibitor shall, and shall cause any person acting for and on its behalf, and its guests and invitees, to comply with all laws, rules, ordinances, statutes or regulations of all federal, state, county, municipal and local governmental bodies, including, but not limited to, smoking and noise ordinance(s), fire safety laws and ordinances, the Smoke Free Air Act of New York (as may be amended from time to time), Title III of the Americans With Disabilities Act and other applicable laws, rules, ordinances, statutes or regulations with respect to the promotion, exhibition use and display of electronic devices that deliver vapor for inhalation (including any refill, cartridge or any other component thereof), electronic cigarettes, vaporizers, vapor products, e-liquids and their byproducts (collectively, **“Applicable Regulations”**). Exhibitor hereby represents and warrants that it has performed its own due diligence with respect to such Applicable Regulations and acknowledges and agrees that Organizer shall assume no liability for Exhibitor, its officers, directors, members, partners, employees, agents, representatives, affiliates, successors or permitted assigns or invitees’ compliance with such Applicable Regulations. Exhibitor also acknowledges and agrees that nothing contained herein constitutes legal advice as to current or future Applicable Regulations and that Organizer shall not and does not have any responsibility to inform or otherwise communicate to Exhibitor any change, amendment or revision to such Applicable Regulations. For the avoidance of doubt, Exhibitor acknowledges and agrees that the Applicable Regulations with respect to the promotion, exhibition, use and display of electronic devices that deliver vapor for inhalation (including any refill, cartridge or any other component thereof), electronic cigarettes, vaporizers, vapor products, e-liquids and their byproducts are subject to change and Exhibitor makes no representation or warranty and expressly disclaims that the Applicable Regulations in force as of the date of execution of the Agreement will be the same as of the dates of the Exhibit.
- 10. PROHIBITED ACTIONS:** Exhibitor represents, warrants and covenants that it shall not offer for sale any of Exhibitor’s vapor products at the Exhibit. Exhibitor further represents, warrants and covenants that it shall not give away or otherwise distribute any of Exhibitor’s vapor products for use by any persons outside the confines of the Exhibit Room and that any use of Exhibitor’s vapor products within the confines of the Exhibit Room during the Exhibit shall comply with any and all Applicable Regulations in force and effect during the Exhibit.
- 11. EJECTION OF DISORDERLY PERSONS:** Organizer reserves the right to refuse entrance to, or remove and eject from the Center, any person whose conduct is objectionable, disorderly or disruptive to Organizer’s employees and representatives and/or to the Center’s guests and invitees, and/or is in violation of law, including Exhibitor, its officers, directors, members, partners, employees, agents, representatives, affiliates, successors or permitted assigns, guests or invitees. Exhibitor assumes full responsibility for the acts and conduct of itself, its officers, directors, members, partners, employees, agents, representatives, affiliates, successors or permitted assigns.
- 12. PARKING:** All vehicles shall be driven and parked in designated areas unless directed by Organizer’s authorized representatives. Exhibitor (including its officers, directors, members, partners, employees, agents, representatives, affiliates, successors or permitted assigns) shall not park, impede customary traffic, and/or load or unload any of Exhibitor’s equipment on Oak Street, Brooklyn, New York.
- 13. ALTERATIONS & IMPROVEMENTS:** Without Organizer’s prior written consent, Exhibitor shall make no permanent alterations or improvements to the Exhibit Room or make any installations that will be attached to the surfaces of the Exhibit Room or in any manner alter the existing surfaces of the Exhibit Room. Any alterations or improvements of whatever nature made or placed by Exhibitor to or on the Exhibit Room and not removed at the conclusion of the Exhibit shall, at Organizer’s sole discretion, be removed by Organizer at Exhibitor’s expense, and/or become Organizer’s property. Exhibitor shall not post nor permit any sign to be affixed to the Exhibit Room or anything else that could reasonably be likely to injure, mar or in any manner deface the Exhibit Room. Exhibitor shall not permit nails, hooks, adhesive fasteners, tacks, screws or any other such device to be installed on any part of the Exhibit Room.
- 14. MATERIALS:** Signs may only be posted in approved areas. All signs and posters must relate to the Exhibit. The use and/or application of tire black or any similar silicone based product is strictly prohibited. Large items displayed, housed or presented on any floor must be placed on a tarp or a similar covering so as not to stain or damage flooring. Heavy materials must not be dragged, skidded or rolled over floors. All heavy materials or equipment must have matting placed underneath to protect all floor surfaces. Loading and unloading must be done in designated loading zone areas only. Items may not be placed on heating/air conditioners units. No pop up tents or canopies are permitted inside the Center or Exhibit Room. No candles, glitter or confetti shall be used for decoration. Exhibitor shall not operate any Center equipment or materials without Organizer’s prior written approval, which approval shall be at Organizer’s sole discretion.
- 15. LOST/STOLEN PROPERTY:** In no event shall Organizer or 56 West or their officers, directors, members, partners, employees, agents, representatives, affiliates, successors or permitted assigns be responsible for any lost, left, stolen or damaged property of Exhibitor, its officers, directors, members, partners, employees, agents, representatives, affiliates, successors, permitted assigns, guests and invitees.
- 16. DAMAGES TO EXHIBIT ROOM:** Exhibitor shall be responsible for any and all damages to the Exhibit Room and/or the Center caused by Exhibitor, its officers, directors, members, partners, employees, agents, representatives, affiliates, successors, permitted assigns, guests and invitees occurring during the use of the Center and Exhibit Room by Exhibitor, including in connection with the installation or removal of any alterations or improvements, whether permitted or not by Organizer.
- 17. TRASH REMOVAL:** At the conclusion of the Exhibit, Exhibitor will remove all garbage/refuse/rubbish generated in connection with its use of the Exhibit Room and Center and any other goods, wares, merchandise or property owned by Exhibitor or which Exhibitor has placed or permitted to be placed in the Exhibit Room or Center. In the event Exhibitor fails, neglects or refuses to remove any of its property or the property of any of its officers, directors, members, partners, employees, agents, representatives, affiliates, successors, permitted assigns, guests and invitees from any portion of the Center, including the Exhibit Room, upon the conclusion of the Exhibit, said property shall be deemed abandoned and Organizer shall, at its sole discretion, remove, place in storage, or otherwise dispose of any such property at Exhibitor’s sole cost and expense.
- 18. INTELLECUTAL PROPERTY:** Exhibitor expressly represents and warrants that at no time shall any music, literary artistic work or other property protected by or subject to copyright, patent or other intellectual property rights of a third party be used in connection with or for the Exhibit unless pursuant to a valid license agreement between Exhibitor and such third party, and such use by Exhibitor does not and will not, infringe the copyright, patent or other intellectual property rights of any third party. Exhibitor hereby grants Organizer a limited, non-exclusive license to use Exhibitor’s copyrights, trade names, trademarks, service marks and similar intellectual property and proprietary rights in connection with the Exhibit. Organizer hereby grants Exhibitor a limited, non-exclusive license to use the VAPEVENT logo as it appears in the “VAPEVENT Logo” document to be provided for promotional purposes only in connection with the Exhibit, which excludes use of such logo on Exhibitor’s products or services; provided that any use of such logo shall require the prior written consent and approval of Organizer, which consent or approval shall be at Organizer’s sole discretion.

- 19. PHOTO RELEASE:** Without payment or other consideration to Exhibitor, Exhibitor irrevocably grants to Organizer the right to use photographs of Exhibitor's participation in the Exhibit, including use of the Center and Exhibit Room, and to copyright, use and publish the same in print and/or electronically, with or without Exhibitor's name, for any lawful purpose. Exhibitor acknowledges, understands and agrees that these materials will become the Organizer's property and shall not be returned, and may be altered and edited by Organizer without Exhibitor's approval.
- 20. ADVERTISING:** Exhibitor shall not broadcast by television, radio or other medium, videotape, record or transcribe, any exhibit or activity scheduled to be presented or performed in the Exhibit Room, or advertise, post, or exhibit, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Exhibit Room, in each case, without Organizer's prior written consent. Exhibitor may be required to pay additional fees and reimburse Organizer for costs incurred, if any, for all broadcasting, telecasting, videotaping and transcription of the Exhibit. Organizer reserves all rights to all broadcasting, telecasting, videotaping and transcription of all performances, functions, meeting and activities of all users of the Center and Exhibit Room, including Exhibitor.
- 21. SOLICITATIONS:** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced during the Exhibit in any portion of the Center or Exhibit Room without Organizer's prior written approval.
- 22. EXHIBIT START/END TIME:** Set-up and tear-down time is included in rental time. No materials relating to or for the Exhibit may be stored by or for Exhibitor before 08:00 a.m. on March 27, 2019, or after 12:00 p.m. on March 30, 2019.
- 23. CANCELLATION BY EXHIBITOR:** No portion of the Exhibit Fee is refundable at any time except as provided in this paragraph 23 and paragraph 24 immediately below. Exhibitor shall be liable to Organizer for fifty percent (50%) of the Exhibit Fee if the Exhibitor cancels its participation in the Exhibit less than ninety (90) days prior to the Exhibit start date and one-hundred percent (100%) of the Exhibit Fee if Exhibitor cancels its participation in the Exhibit no less than sixty (60) days prior to the Exhibit start date. In any case, fees on credit card payment are not refundable. Upon a cancellation by Exhibitor of its participation in the Exhibit, Organizer shall have the right to reassign the Exhibit Room to any person, and Organizer shall not have the obligation to refund any portion of the Exhibit Fee to Exhibitor except as provided in this paragraph 23.
- 24. TERMINATION BY ORGANIZER:**
- (a) Organizer shall have the right to terminate this Agreement for any reason or no reason upon written notice to Exhibitor forty five (45) days prior to the Exhibit start date. Any Exhibit Fee paid by Exhibitor shall be refunded to Exhibitor upon a termination by Organizer pursuant to this paragraph 24(a).
- (b) Organizer shall have the right to terminate this Agreement in the event that, thirty (30) days prior to the Exhibit start date, less than eighty percent (80%) of the booths in the Exhibit Room have been booked. Any Exhibit Fee paid by Exhibitor shall be refunded to Exhibitor upon a termination by Organizer pursuant to this paragraph 24(b).
- (c) Organizer shall have the right to terminate this Agreement immediately in the event of (i) the failure by Exhibitor to pay any amounts due hereunder when due or (ii) by delivery of notice of a breach by Exhibitor of any of its obligations hereunder. Upon the termination of this Agreement pursuant to this paragraph 24(c), Exhibitor's rights with respect to the Exhibit, including the Exhibit Fee, shall immediately be terminated and Organizer shall have the right, but not the obligation, to enforce all of its remedies against Exhibitor under this Agreement.
- 25. INSURANCE:** Exhibitor shall, and shall cause all contractors, subcontractors, agents and any other persons acting on Exhibitor's behalf, to, maintain Commercial General Liability and Property Damage Insurance of no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, and naming Organizer and its agents, members, partners, officers, employees, representatives, and invitees as additional insureds on such insurance policies. Exhibitor's insurance will be primary insurance as to all claims thereunder and provide that any insurance carried by Organizer is excess and is non-contributing with any insurance requirement of Exhibitor. In the event of a loss, the proceeds of Exhibitor's insurance coverage shall be responsible for any advance payments required to be made or actually made by Organizer's insurance carriers. Exhibitor will furnish Organizer copies of the certificates of such insurance policies no later than thirty (30) days prior to the Exhibit start date. In the event that Exhibitor fails to provide the appropriate insurance as required under this Agreement or fails to produce proof of insurance satisfactory to Organizer in its sole discretion, Organizer shall have the right, but not the obligation, to procure insurance for Exhibitor, at Exhibitor's sole expense. Exhibitor represents, warrants and covenants that its insurance policy or policies shall cover and will continue to cover any risk inherent in the consumption and/or use of the Exhibitor's products and services.
- 26. TAXES:** Organizer shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to the Exhibit or any revenue received by or payments made to Exhibitor in connection therewith, except as otherwise provided by applicable law. Exhibitor shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, whether ordinary or extraordinary, of every name, nature, and kind whatsoever, including all government charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other property used in connection with the Exhibit. Notwithstanding the foregoing, Exhibitor acknowledges that Organizer may collect sales or similar taxes on any or all of the Exhibit Fee if Organizer determines, in its sole discretion, that any such taxes are owed with respect to any or all of the Exhibit Fee. Payment of any such taxes shall be made by Exhibitor with the Exhibit Fee on the terms related to payment of the Exhibit Fee.
- 27. LIMITATION OF LIABILITY:** In no event shall organizer be liable to exhibitor for any indirect, punitive, special, incidental or consequential damages whatsoever, including loss of goodwill or loss of profits even if organizer has been apprised of the possibility of such damages and whether any claim is made for breach of contract, breach of warranty, and/or violation of the applicable regulations, in tort or otherwise. The only warranties provided by organizer are those specifically set forth in this agreement, and such limited warranties are in lieu of any and all other warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose.
- 28. ACCEPTANCE "AS IS":** Exhibitor acknowledges and agrees that it has inspected or has had the opportunity to inspect the center and the exhibit room, and exhibitor is satisfied with and has accepted the center and the exhibit room in their present condition. Exhibitor has fully informed itself of all the details relating to the use of the center and the exhibit room, and acknowledges and agrees it has received satisfactory answers to all questions concerning the center and the exhibit room and the risks inherent in the use of the center and the exhibit room.

- 29. ASSUMPTION OF RISKS; RELEASES:** Exhibitor completely assumes all risks associated with and/or resulting from, caused by, or arising from or in connection with exhibitor's participation or presence at the exhibit including, but not limited to, theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of other exhibitors, invitees and attendees and notwithstanding whether caused by negligence, intentional act, accident, act of god or other reasons. Exhibitor assumes full and complete responsibility for theft, loss or damage to its property, whether the property was in or out the assigned storage area. neither organizer nor 56 west shall have any responsibility for, or create a bailment in connection with, property delivered to or by exhibitor to the center in connection with the exhibit. Neither organizer nor 56 west and their respective officers, directors, members, partners, employees, agents, affiliates, successors and permitted assigns shall be responsible and exhibitor hereby releases all of them from, and agrees not to sue any of them, with respect to any and all risks, losses, damages, injuries and liabilities whether they are described in this section or not, including any and all risks, losses and damages associated with any applicable regulation or other legal requirement.
- 30. INDEMNIFICATION:** Exhibitor shall indemnify, defend and hold harmless Organizer and 56 West and their respective officers, directors, members, partners, employees, agents, representatives, affiliates, successors, permitted assigns, guests and invitees (each, an "Indemnified Party") from and against any and all claims, suits, liens, judgments, damages, losses and expenses, (including attorneys' fees and expenses) (collectively "Losses") arising or resulting from, in whole or in part, and in any manner, (a) any breach by Exhibitor of its obligations hereunder, or (b) the use or occupancy by Exhibitor, its officers, directors, members, partners, employees, agents, representatives, affiliates, successors, permitted assigns, guests and invitees of any portion of the Center (including the Exhibit Room); except where such Losses are caused by or resulting from the gross negligence of an Indemnified Party.
- 31. FORCE MAJEURE:** None of Organizer or 56 West or their respective officers, directors, members, partners, employees, agents, representatives, affiliates, successors or permitted assigns shall be liable to Exhibitor for any losses, damages and costs (including attorney's fees and expenses) incurred by Exhibitor, in whole or in part, resulting from causes beyond Organizer's control, including but not limited to acts of God or any laws, rules or regulations of any governmental body that would make it impossible, commercially unreasonable or illegal for Organizer to perform its obligations under this Agreement, including but not limited to changes in law with respect to Applicable Regulations (each, a "**Force Majeure Event**"). Exhibitor shall not make any claims against Organizer, and Organizer shall not be liable to Exhibitor, for any Losses arising from the cancellation of any portion of the Exhibit due to a Force Majeure Event.
- 32. INJUNCTIVE RELIEF:** If Exhibitor fails or refuses to perform its obligations as required under this Agreement, Exhibitor acknowledges and consents to Organizer's right to seek injunctive relief, in addition to the rights of Organizer set forth in this Agreement and any other rights at law and equity, to compel Exhibitor's performance in accordance with this Agreement.
- 33. NO AGENCY:** Nothing contained in this Agreement shall make Organizer and Exhibitor agents, parties to a joint venture, or general, limited or special partners for any purpose.
- 34. GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to conflicts of law principles.
- 35. ARBITRATION:** Any controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). Any award rendered by the arbitrator shall be final, non-reviewable, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction, and any court where a party or its assets are located (to whose jurisdiction the parties consent for the purposes of enforcing the award). Judgment on the award shall be final and non-appealable. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, if respondent is in default of its obligations to comply with this arbitrator selection provision, an arbitrator shall be appointed by the AAA in accordance with the Commercial Rules. The seat or place of arbitration shall be New York, NY. The Arbitration shall be conducted and the award shall be rendered in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator shall have authority to award compensatory damages only and only to the extent such damages are not otherwise waived or disclaimed by this Agreement; provided however, that notwithstanding the foregoing, the maximum amount of damages that may be awarded to either Organizer or Exhibitor, as the case may be, shall not exceed one hundred ten percent (110%) of the Exhibit Fee actually paid by Exhibitor.
- 36. MISCELLANEOUS:** This Agreement, the Exhibitor Technical File, and Declaration of Exhibited Products shall constitute the entire understanding between the parties hereto and may only be amended in a writing signed by a duly authorized representative of both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining provisions of this Agreement will not be affected and will be valid and enforceable. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Exhibitor without Organizer's prior written consent in Organizer's sole discretion. The provisions of this Agreement, and the rights, duties, and obligations of the parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement will survive and continue as valid and enforceable rights, duties and obligations. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective upon delivery when delivered (a) personally to the party for whom intended, (b) by an overnight courier, or (c) by certified or registered mail, return receipt requested, in each case, addressed to such party as set forth or as a party may designate by written notice given to the other party in accordance herewith.