

SPONSOR

APPLICATION & CONTRACT



HOOKAHFAIR MEETS VAPORFAIR - MARCH 6-7, 2019 - MIAMI

703-609-3974 – miami@hookahfair.com – miami@vaporfair.com

_____ Sponsor/Company Name <i>(Legal)</i>	
_____ Company (Doing Business As) Name <i>(If different)</i>	
_____ Organization Contact	_____ Onsite Contact <i>(If different)</i>
_____ Address	
_____ City	_____ State
_____ ZIP	_____ Postal Code
_____ Phone	_____ E-mail
_____ Owner / Director	_____ Title
_____ Signature	_____ Date

Signature and proper payment must accompany application—those without will not be processed. Signature above affirms authorization to bind company, acceptance that this application constitutes a contract to abide by all terms and conditions. This contract is subject to (1) acceptance by VAPORFAIR AND HOOKAHFAIR and (2) such additional terms and conditions as are set forth within and on the attached pages, which constitute a part of this Contract.

Messe Stuttgart, Inc. Suite 100 2340 Perimeter Dr. Atlanta, GA 30341 USA	Projekt 20drei10 GmbH Ulmer Str. 80 73431 Aalen Germany	703-609-3974 FAX: +1-828-394-2383 Bob.Jonas@hookahfair.com Bob.Jonas@vaporfair.com www.hookahfair.com
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SHOW MANAGEMENT ONLY	
Date:	SPONSOR ITEM/EVENT/ASSET:
Level:	
Fee \$ _____	

METHOD OF PAYMENT

Check Enclosed *Pay: VaporFair and HookahFair*

Wire Routing

Transit Number: 121000248	Bank Name
SWIFT CODE WFBIUS6S	Wells Fargo Bank, NA
Beneficiary Account# 1213630351	420 Montgomery
Title of Account: VaporFair and HookahFair San Francisco, CA 94104	

Charge Credit Card:

American Express MasterCard Visa

_____ Card Number	_____ CVV Code	_____ Exp. Date
_____ Name of Cardholder (please print)		_____ Phone
_____ Billing Address		_____ City / State / Postal Code

The undersigned has examined this contract and agrees to its terms and conditions on behalf of the exhibitor and/or sponsor.

_____ Cardholder Signature	_____ Date
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SPONSORSHIP BENEFITS INCLUDES:

Sponsorship underwriting opportunities are awarded on a first-come, first-served basis. To receive maximum exposure and the full benefit of the sponsorship, sponsors must adhere to certain deadlines. Fulfillment of sponsors recognition and acknowledgment coincides with the launch and promotion of said event or conference, or upon date of agreement after event is public. Sponsor recognitions and acknowledgments on show management assets end 30 days after the conclusion event. First right of refusal is honored upon renewal and payment of new fee within 30 days after the conclusion of said event. Sponsor fees are not prorated whereas the deadlines of standard recognitions and acknowledgements offered have passed prior to execution of agreement, and sponsorships are only exclusive when noted.

TERMS AND CONDITIONS HOOKAHFAIR MEETS VAPORFAIR, MARCH 6th-7th

The following are the contract terms of the agreement to rent exhibit space from the VaporFAIR and HookahFAIR. As an Exhibitor your acceptance of these terms shall constitute a binding agreement. It is agreed that each Exhibitor will abide by and be responsible for the rules & regulations of this agreement. Dates and venue are subject to change.

1. VAPORFAIR AND HOOKAHFAIR. As used herein, the word "VaporFAIR and HookahFAIR" shall mean VaporFAIR and HookahFAIR, a project of P13 GmbH and Messe Stuttgart, Inc. with Messe Stuttgart, Inc. a Georgia Corp. and the word "FAIR" shall mean a tradeshow VaporFAIR and HookahFAIR.

2. ELIGIBLE EXHIBITS. Messe Stuttgart, Inc. reserves the right to determine whether any company or product is eligible for inclusion in the FAIR. This determination may be made at any time before or after the start of the FAIR.

3. ELIGIBLE PRODUCTS. Exhibitor is responsible for informing VaporFAIR and HookahFAIR of any product, service or claim that does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or is considered experimental. Exhibitor is strictly prohibited from having or selling on-site any substance or product considered illegal. All products and services to be sold, offered or referred to during the FAIR must be included on this contract.

4. LIMITATION OF LIABILITY. Exhibitor agrees to make no claim against VaporFAIR and HookahFAIR, its affiliates, employees, agents or representatives, or the owners of the FAIR premises for loss, theft, damage or destruction of property, for any injury to Exhibitor or its agents and employees while in the FAIR quarters, or because of or arising out of claims and lawsuits against Exhibitor by third-parties. VaporFAIR and HookahFAIR, its affiliates, employees, agents and representatives, and the owners of the FAIR premises shall have no responsibility for any other injury, loss, harm or damage that may occur to the Exhibitor from any cause whatsoever. Under no circumstances will such parties and persons be liable for lost profits or other special, indirect, or consequential damages arising from any cause whatsoever, including negligence (even if the party has been advised of or foresees a possibility of any such damages occurring). The foregoing will apply regardless of how any claim is brought or how damages are characterized, including whether brought in contract, tort, or otherwise or as claims for indemnity, contributions or other remedies based upon or arising out of claims by third-parties against Exhibitor. To the extent this provision should be held unenforceable for any reason, then, in such event, damages recoverable by Exhibitor are limited to the amount of the Exhibitor fee paid by the Exhibitor for the applicable event.

5. DEFACING OF BUILDING OR BOOTH CONSTRUCTION. Exhibitor is financially responsible for any damage caused to booths, decorations or to any Resorts World Casino property. Do not nail, screw, staple, pin, tack, tape, etc. any materials directly to the fabric, walls or columns. Fishing line, string, plastic coated wire, clamps, and s-hooks are effective in securing foam core, pegboard, and other signage to the pipe frame. Tables must be covered with fire retardant materials. All paper covering tables, booths, etc. must be removed at the end of the show. Do not remove or tamper with any part of the building or booth structure; this includes support poles, fabric, and lighting. No painting of signs, displays or other objects is permitted in the building. No adhesive-backed (stick-on) decals or similar items, excluding nametags, may be used in the building. "Glitter" is not permitted in carpeted areas of the building. Side rail displays may not reach heights higher than 8 feet. No lighter-than-air balloons are allowed into the Resorts World Casino.

6. DISPLAY DIMENSIONS AND RESTRICTIONS. Unless otherwise agreed upon, the basic booth package includes a 10'x10' booth (size can vary and is subject to change); booth # sign and Exhibitor badges for each booth purchased. Aisles and Exits, as designated on approved show plans, shall be kept clean, clear and free of obstacles. No maintenance or electrical room doors or panels may be blocked in any way. Booth construction shall be substantial and fixed in position in specified areas for the duration of the show. Easels, signs, etc., shall not be placed beyond the booth area into the aisles or lobby areas or on ceiling or columns, etc. Interior furnishings and materials shall not be located so as to obstruct or block exit ways, fire and safety devices or equipment. Working height restrictions within the hall is 8 feet. Distribution of samples and literature is strictly limited to the confines of the Exhibitor's booth.

7. SOUND DEVICES. The use of devices for mechanical reproduction of sound or music is permitted, only using Licensed Music, but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth. Voice and/or music amplification must be kept to a sufficiently low volume so as not to disturb other Exhibitors, Sponsors, Partners or attendees.

8. REJECTED EXHIBITS. Exhibitor acknowledges and agrees that Exhibitor's exhibit shall be admitted and shall be permitted to remain in the Fair only upon continued strict compliance by the Exhibitor with the terms, conditions and standards of this agreement. Notwithstanding such compliance, Association reserves the right to reject or remove Exhibitor's exhibit, in whole or in part, from the Exhibit Hall for any reason whatsoever. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the standards.

9. SMOKING. In order to comply with the smoking ordinance of the Department of Public Health, except for hookah, shisha/vaping, and eheaters product demonstrations/sampling in accordance with the rules and standards of Resorts World Casino, smoking, including hookah and shisha/vaping, is not permitted in the Resorts World Casino.

10. INSURANCE. Although VaporFAIR and HookahFAIR will provide basic event security at the VaporFAIR and HookahFAIR, insurance is the responsibility of Exhibitor and is recommended. VaporFAIR and HookahFAIR is not responsible for replacement of lost or stolen goods. Exhibitor is responsible for obtaining its own general liability insurance for the show dates, including move-in and move-out. Exhibitor will indemnify VaporFAIR and HookahFAIR, its affiliates, employees, agents, and representatives, and Resorts World Casino for claims/suits arising between Exhibitors and attendees or others regarding exhibit space. Exhibitor agrees that during the FAIR Exhibitor will maintain such insurance covering its property, employees, and liability as may be required by Resorts World Casino.

11. EXHIBITOR CONDUCT. Exhibitor agrees to conduct itself in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow Exhibitors, Sponsors, Partners and show management staff.

12. CHARACTER OF DISPLAY. Distribution of samples and printed matter of any kind, or any promotional material, is restricted to the confines of the exhibit booth. No noisemakers or anything not in keeping with the character and high standards of VaporFAIR and HookahFAIR may be distributed or utilized by Exhibitor in the exhibit area.

13. MARKETING MATERIALS/LITERATURE. Exhibitor is not allowed to pass out literature outside of Exhibitor's booth unless agreed upon mutually in writing.

14. EXHIBITOR LOGISTICS. VaporFAIR and HookahFAIR will send Exhibitor a VaporFAIR and HookahFAIR Exhibitor Kit in ample time for advance planning. The Kit will contain detailed information regarding shipping materials, labor, and furnishings. Service order forms will also be available to download from the VaporFAIR and HookahFAIR website.

Exhibitors must abide by the rules and, if applicable, submit forms by the assigned deadline date.

15. SET-UP AND BREAK DOWN. Set-up times are based on booth location respectively on Friday morning; details will be provided in the Exhibitor Kit. Break Down prior to show closing may result in a \$1,000 penalty. Exhibitors will not be permitted to move in unless FAIR received a contract and all fees are paid. VaporFAIR and HookahFAIR reserves the right to resell the exhibit space if the Exhibitors does not show up 1 hour prior the show opening for the first day of the show, unless prior arrangements have been made. Exhibitors will be allowed into the hall 2 hours prior to the show open each day.

16. SUBLEASING AND ASSIGNMENT. Exhibitor may not sublet or assign its spaces, nor any part thereof, or any right of benefit a part of this agreement.

17. GUARDS. VaporFAIR and HookahFAIR will employ guards, who are reasonably believed to be reputable, during the course of the FAIR. The duty of the guards will be to protect the general exhibit against fire or other catastrophes. VaporFAIR and HookahFAIR and the owners or lessors of the exhibit premises do not assume any responsibility for Exhibitor's personal property. VaporFAIR and HookahFAIR suggests that the Exhibitor insure its property against loss and theft.

18. FIRE & SAFETY LAWS. All federal, state, and city regulations pertaining to fire and safety must be adhered to, i.e. all fabrics used in booth construction/decoration must be flame retardant. The following types of materials are considered acceptable for booth construction and decoration: wood, noncombustible materials as defined by Building Codes, and flame retardant treated materials and decorations. The following exhibits will require special approval, fire permits and/or fire extinguisher(s) in their booth: exhibits with canopies, tents, umbrellas, or other horizontal extension that impedes sprinkler systems, and all exhibits having an open flame (i.e. lamps or candles). Any exhibit employing flammable liquid, compressed combustible gas or highly combustible or explosive material is prohibited. Any electrical wiring which might come into contact with the partitions must be inspected and have adequate insulation to prevent electrical shock. Additionally, all cords must be grounded and be UL approved.

19. BOOTH RELOCATION. VaporFAIR and HookahFAIR reserves the right to relocate Exhibitor in comparable spaces other than that specified on the executed Exhibitor contract, if VaporFAIR and HookahFAIR deems it advisable and necessary and in the best interest of the show.

20. ACTS OF GOD, FIRES, STRIKES, ETC. VaporFAIR and HookahFAIR reserves the right to reschedule or cancel a FAIR in its sole discretion for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of Exhibitors, Sponsors, Partners and attendees; (iii) failure to reach agreement with the applicable authorities on any issue related to the FAIR; or (iv) acts of God or any other cause beyond VaporFAIR and HookahFAIR's reasonable control, e.g. war, fire, strike, change of law or regulation, public catastrophe, or unavailability of the venue. If a FAIR is cancelled, VaporFAIR and HookahFAIR may retain Exhibitor's payments for expense compensation.

21. COMPLIANCE WITH LAWS/STANDARDS. Any Exhibitor giving away or selling food in its booth is responsible for all Health Department permits, rules and regulations. You may contact your sales rep for more information. Exhibitor is responsible for meeting all city/state resale licensing requirements. Exhibitor must comply with all Resorts World Casino house and license agreement rules and requirements and all Union work rules when and where applicable. By law, individuals are not allowed to bring alcoholic beverages, which were purchased off premises, onto the Resorts World Casino property.

22. PARKING. No parking in loading dock areas or off-loading area or any other location designated for FAIR Exhibitor move-in is allowed and will be strictly enforced. Unauthorized or unattended vehicles will be removed at owner's expense.

23. PAYMENT. All account balances must be timely paid in full in accordance with this agreement and, in any event, prior to the show. All subsequent billing must be paid in 30 days.

24. CANCELLATION – NO REFUNDS. THERE IS NO REFUND FOR CANCELLATION BY AN EXHIBITOR. IF AN EXHIBITOR CANCELS AT ANY TIME FOR ANY REASON, THE EXHIBITOR WILL BE RESPONSIBLE FOR THE ENTIRE EXHIBITOR FEE.

25. FAILURE TO COMPLY. Failure to comply with these rules and regulations may result in fines levied by VaporFAIR and HookahFAIR, Resorts World Casino or Government agencies. VaporFAIR and HookahFAIR and Resorts World Casino retain their right to close any exhibit which fails to comply with these policies. Any questions or issues that are not covered in this contract shall be subject solely to the decision of VaporFAIR and HookahFAIR.

26. LEAVE NO TRACE POLICY. Exhibitor is responsible for leaving booth spaces clean and free of trash or other materials. Exhibitor's Booth will be inspected after move out is complete. If booth is not clean and free of materials, with the exception of freight packaged and labeled for shipment, Exhibitor's credit card will be charged \$300 to cover the cost of resource recovery. The charge will double each time the policy is violated by the Exhibitor, and Exhibitor will be subject to a one-year probation from exhibiting at the FAIR.

27. EXHIBITOR RIGHTS AND BENEFITS. Subject to the terms and conditions of this agreement and subject to the performance by Exhibitor of its obligations under this agreement, VaporFAIR and HookahFAIR will provide Exhibitor the Exhibitor rights described in the listed Exhibitor benefits with respect to the applicable FAIR.

28. NO WARRANTIES. VaporFAIR and HookahFAIR gives no warranties in respect of any aspect of the FAIR or any materials related thereto or offered at the FAIR and, to the fullest extent possible under the laws governing this agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability (Exhibiting at VaporFAIR and HookahFAIR is at Exhibitor's own business risk). The FAIR is provided on an "as-is" basis. Neither VaporFAIR and HookahFAIR nor its affiliates shall have any responsibility or liability for reliance by Exhibitor on any aspect of the FAIR or any information provided at the FAIR. Venue and date are subject to possible change.

29. FURTHER INDEMNIFICATION. Exhibitor agrees to indemnify, defend and hold harmless VaporFAIR and HookahFAIR, its affiliates, employees, agents, and representative and Resorts World Casino from any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") due to, arising from, or in connection with any third party claim, suit, judgment or proceeding (a "Claim") alleging

(i) any breach by Exhibitor of this Agreement; (ii) any wrongful conduct committed by Exhibitor pursuant to or in performance of this Agreement; or

(iii) that any Exhibitor conduct or practice violates the intellectual property or proprietary rights of a third party, are defamatory or obscene, violate any law or other judicial or administrative regulation.

30. MISCELLANEOUS. VaporFAIR and HookahFAIR's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. VaporFAIR and HookahFAIR shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond VaporFAIR and HookahFAIR reasonable control. If any provision of this agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. This agreement shall be governed by the laws of the State of Georgia and the parties shall submit to the exclusive jurisdiction of the Georgia courts. A party that substantially prevails in an action brought under this agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. All parties agree that this agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, exhibitor, joint venture, or employment is created as a result of this agreement and Exhibitor acknowledges that it has no authority of any kind to bind VaporFAIR and HookahFAIR in any way.

31. LIMITATION PERIOD FOR CLAIMS. The limitation period for claims by Exhibitor against VaporFAIR and HookahFAIR, its affiliates, employees, agents or representatives, or the owners of the FAIR, including, but not limited to claims for indemnity and contribution, shall be one year. The limitation period begins on the last day of the FAIR.