



Exhibit Booth Contract

The Innovate Summit

Owensboro|Tuesday, May 21- Thursday, May 23, 2024

Exhibitor Information (to be published)

Exhibiting Company

Street Address

City

State

Zip

Country

Phone

Email

Website

Contact Information

Contact Name (s)

Title

Cell

Email

Initials:

COST OF EXHIBITOR BOOTH SPACE/SPACE REQUIREMENTS

A. Standard Booth Option 10 x 10 :(\$60 per square foot) \$4,000

(\$4,240 with tax)

10 x 10

(includes 1 6ft table, basic Wi-Fi pipe and drape, 2 chairs, garbage can)

* Exhibitor is able to set-up booth Tuesday, May 21 at 10:00am; tear down is Thursday, May 23 at 5:00pm

B. Plus Booth Option 10 X 20: (\$45 per square foot) \$8,000

(\$8,480 with tax)

10 X 20

(includes 1 6ft table, basic Wi-Fi pipe and drape, 2 chairs, garbage can)

* Exhibitor is able to set-up booth Tuesday, May 21 at 10:00am; tear down is Thursday, May 23 at 5:00pm

C. Premium Booth Option 20 X 20: (\$30 per square foot) \$10,000

(\$10,600 with tax)

20 x 20

(includes 2- 6ft tables, basic Wi-Fi pipe and drape, 2 chairs, garbage can)

* Exhibitor is able to set-up booth Tuesday, May 21 at 10:00am; tear down is Thursday, May 23 at 5:00pm

D. Premium Booth Option 20 X 20 *plus* speaking engagement: (\$30 per square foot + \$3,000 speaking spot) \$12,000

(\$12,720 with tax)

20 x 20

(includes 2- 6ft tables, basic Wi-Fi pipe and drape, 2 chairs, garbage can) + speaking engagement, approved by hosting committee

* Exhibitor is able to set-up booth Tuesday, May 21 at 10:00am; tear down is Thursday, May 23 at 5:00pm

Total Fee (with 6% tax) :

Payment Policy: Full payment or 50% of total space rental is due with this application. Any balance remaining is due and payable no later than 60 days prior to the start of the event. Failure to pay the balance by the deadline will subject the exhibitor to cancel the contract and forfeited all monies paid, and the exhibitor will remain responsible for full space rental. Full payment is due with all applications submitted within 60 days of the start of the event. Applications received without payment will not be processed.

Checks can be made out to Mac & Bella Consulting, 1329 Statewood Ct. Amelia, OH 45102

Initials:

1. Contract

These Terms and Conditions along with a properly executed Registration by Exhibitor (herein referred to as Exhibitor) shall upon acceptance by The Innovate Summit (herein referred to as Show Organizer) constitute a valid and binding contract. Show Organizer reserves the right to accept, reject, or omit any Registration for any reason.

By signing the Exhibit Booth Space Terms and Condition and executing the Registration, each exhibiting company agrees, for itself and on behalf of its booth representatives, to abide by these Terms and Conditions, rules, and regulations herein stated and as outlined in the Exhibitor Registration Process Documentation, and in any subsequent amendments made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by each and every one.

Show Organizer shall have the full right and power to interpret, amend, and add terms, conditions, rules, and regulations as Show Organizer in its sole discretion deems necessary for the general operation and success of The Innovate Summit. This agreement is governed by the laws of the State of Kentucky and the Exhibitor agrees to the jurisdiction of the Courts of the State of Kentucky.

2. Use of Space & Restrictions

Show Organizer reserves the right to decline, prohibit, or expel an exhibit, exhibitor, or both, which in its judgment, is out of keeping with the character of The Innovate Summit, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc.

Distribution of advertising material and exhibitor solicitations of any sort shall be restricted to the Exhibitor's booth.

Exhibitor's exhibit may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall so arrange its exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Organizer.

No Exhibitor shall assign or sublet any part of its assigned space without the consent of the Show Organizer in writing. Co-participation by any other corporation or firm, or its representatives in the space assigned to the original registrant, must be by prior written permission and shall be subject to an additional charge equal to one-half of the rental cost of space reserved if accepted by Show Organizer. Exhibitors may not permit non-exhibiting companies' representatives to work in their booth, as only one company is permitted for each booth.

Any space not occupied by the time set for completion of the installation of displays may be reassigned at the discretion of the Show Organizer. Any Exhibitor failing to occupy space is not relieved of the obligation to pay the full rental price.

The exhibitor will keep the exhibit open and staffed at all times during the show hours. Each person working in the booth must be registered and have paid the appropriate fees, regardless of the length of time they will be attending the show.

Food products or beverages are not to be distributed in any Exhibitor's booth unless special arrangements have been obtained in writing from the Show Organizer.

3. Booth Installation & Dismantling

Standard booth equipment (1 6ft table, 2 chairs, trashcan, pipe & drape) is provided by Show Organizer without cost to the exhibitor. If an Exhibitor plans to install a completely constructed display of such character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project so as to obstruct the view of adjacent booths. Specifications on booths are included in the Exhibitor's Prospectus. Exceptions to these specifications must be obtained in writing from the Show Organizer. The specific requirements as to time for installation and dismantling of exhibits will be set forth in the Exhibitor's Prospectus for this The Innovate Summit event and shall be binding upon the Exhibitor as though fully set forth herein.

Each Exhibitor shall have its exhibit in place before the official opening of the trade show(4:00 pm- May 21, 2024) and have its exhibit dismantled and removed directly following the closing of the trade show(4:00 pm- May 23, 2024). The Exhibitor assumes all risks for the shipment and delivery of all property shipped by the Exhibitor and agrees that no early tear downs shall be attempted and that early tear downs are not permitted. The act of tearing down a booth consists of dismantling or removing any part of the booth or marketing materials that have been used during the course of the trade show before the stated teardown hours. A \$1,000 Early Teardown Fine will be imposed for tearing down the exhibit before the officially printed and announced authorized trade show closing time. If you are not moved out by Thursday, May 23rd at 6:00pm you will be charged an additional \$750 fee per 30 min of tear down time.

Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor's Prospectus will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes, and regulations of federal, state, municipal, or other authorities having jurisdiction over the exhibit facility or the conducting of the exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the trade show is held.

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Exhibitors will not schedule, host, or conduct outside activities that would divert or attract qualified attendees from the trade show during show hours.

Exhibitor grants Show Organizer the right to use Exhibitor's name, logo, and trade name in Exhibitor Listings and in promotional materials of The Innovate Summit.

4. Cancellation

REFUND POLICY – Exhibit space payments are non-refundable after the date specified on the Exhibitor's Registration Page. Exhibitors which cancel prior to that date will be charged an administrative fee as stated on the Exhibitor's Registration Page. No refunds will be given after that date. It is agreed that if the Exhibitor fails to comply with the Terms and Conditions of the agreement, in any respect, then Show Organizer shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit space covered by this contract. Said Exhibitor will be liable for any deficiency, loss, or damage suffered by The Innovate Summit by reason of the premises stated, which loss or damage the Exhibitor agrees to pay the Show Organizer upon demand together with reasonable expenses and costs incurred by reason thereof.

It is further agreed that the actual occupation of the exhibit space by an Exhibitor is of the essence thereof, and that should the Show Organizer be unable to affect the sales of the space as herein provided, the Show Organizer is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interests of the trade show, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay The Innovate Summit the registration fee.

Show Organizer may cancel this contract and will not be liable for the fulfillment as to the delivery of exhibit space, if non-delivery is due to any circumstances beyond the control of Show Organizer, such as, but not limited to, the facility being unfit or unable, fire, pandemic, an act of God, unavailability of utilities, public emergency, the act of war, strikes or labor dispute, or authority of law, or postponement, or cancellation by Show Organizer. Show Organizer will, however, in the event of not holding a trade show for any of the above reasons, reimburse Exhibitor for any amount paid in, less all reasonable expense incurred, such as but not limited to, rent, advertising, salaries, operating costs, etc. or offer the opportunity to roll the amount paid into a future year's convention event. Exhibitor waives any and all other damages and claims against Show Organizer.

5. Insurance, Liability, & Indemnification

The Exhibitor agrees to maintain, at its sole cost, adequate insurance to fully protect the Show Organizer and its co-sponsors, service contractors, and the exhibit facility from any and all claims arising from Exhibitor activities including but not limited to, the installation, operation, and dismantling of Exhibitor displays. This includes claims under the Workers' Compensation Act or due to personal injury, death, or damage to property. Exhibitors are responsible for any and all damages caused by the Exhibitor, its employees, and agents. The exhibitor agrees to release and indemnify and hold harmless the Show Organizer (Mac & Bella Consulting) from any and all claims for damages, suits, etc. for injuries to themselves or their employees and for damages to property in their custody, owned or controlled by them, which claims for damages may be incidental to, grow out of, or be connected with their use or occupation of space contracted.

The exhibitor will name Mac & Bella Consulting as the additional insured and a copy must be received by May 1, 2024. The insurance coverage should cover the dates of the conference, including move-in and move out days. The General Liability Insurance will not be less than \$1,000,000.00

The Exhibitor understands that neither Show Organizer nor the exhibit facility maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

The Exhibitor shall defend, indemnify and hold harmless Mac & Bella Consulting, its subsidiary, and each of their officers, directors, employees, agents, and representatives from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or due to (a) the construction or maintenance of Exhibitor's exhibit; (b) the negligence or willful misconduct of Exhibitor, or its personnel, employees, agents or representatives; (c) Exhibitor's materials distributed in connection with the trade show, including but not limited to Show Organizer's use of the materials; or (d) Exhibitor's breach of any commitment made in this Contract

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

6. Identification Number

All service providers exhibiting at the annual trade show must provide their U.S. tax identification number to The Innovate Summit, The Innovate Summit is required to solicit and maintain a list of exhibitors with their identifiers. Failure to do so may prevent your company from exhibiting.

7. Available Services Services of electricians and other labor will be available to reserve in advance and charged for at the prevailing rates. Show Organizer assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties, and organizations. Arrangements for these services and payments are to be made between Exhibitors and The Innovate Summit by May 1, 2024.

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8. Protection of Facilities

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Packing, unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with the direction of the Show Organizer, the exhibit hall manager, or their assistants.

9. Security

The Show Promoter will provide general perimeter security. Exhibiting companies are responsible for the security of their booth and all materials related to their booth. Any company wishing to employ additional security may do so through the official convention center security company.

10. Taxes and Licensing

Exhibitors who choose to sell products or services assume full responsibility for securing licenses and collecting all applicable fees and taxes. Exhibitors will comply with all federal, state, and local laws as well as the rules and regulations of the host venue. Exhibitors will be liable for all obligations resulting from noncompliance and will indemnify and hold harmless the Show Promoter from any and all costs and/or expenses (including counsel fees) involved in addressing or defending any matters arising in whole or in part from exhibitors sale of products or services.

11. Handling and Storage

The Facility shall and will not accept or store exhibit materials or empty crates. The exhibitor will make their own arrangements for delivery and receipt of shipments and storage of crates before move-in time.

12. The Innovate Summit Code of Conduct

The exhibitor and its employees and representatives agree to conduct themselves in alignment with the **The Innovate Summit Code of Conduct**, This code will be enforced throughout all communications, activities, and events to the fullest extent possible.

13. The Innovate Summit Attendee Acknowledgement and Assumption of Risk for In-Person Events

Exhibitor and its employees and representatives further acknowledge and assume the risk for in-person events

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