

## The Wedding Party & EXPO EXHIBITOR AGREEMENT

**1. Rules and Regulations.** The term "Event" refers to The Wedding Party & Expo ("Event"). The Event is owned, produced, and managed by Voice Publishing Company, Inc. The term "Exhibitor" refers to the organization or person that has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives.

**2. Application to Exhibit.** A 50% deposit must be received with this Application and Agreement. The receipt by Voice Publishing Company, Inc. of a signed Application and Agreement for Exhibit Space will constitute a binding contract (the "Agreement"). Voice Publishing Company, Inc. reserves the right to reject any application for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.

**3. Exhibit Space Specifications.** All booths are 8' deep and 10' wide. Each exhibiting company in linear booths shall receive 8' high pipe and drape back wall, 3' high pipe and drape side wall; a 6 foot draped table and two chairs; one trash can.

**4. Exhibit Space Assignments.** Exhibit space will be assigned on a first-come, first-served basis. Voice Publishing Company, Inc. shall act in good faith to assign the Exhibitor's booth in the location indicated by Exhibitor. Notwithstanding the above, Voice Publishing Company, Inc. reserves the right to change the floor plan or to change the location assigned to Exhibitor at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Exhibitor shall not sublet or permit the use of all or any part of the booth or any equipment provided by Voice Publishing Company, Inc., nor shall Exhibitor assign this Agreement in whole or in part, without written notice to and approval from Voice Publishing Company, Inc.

**5. Exhibitor Services Kit.** Upon acceptance by Voice Publishing Company, Inc. of the Exhibitor's application, a digital Exhibitor Service Kit will be sent to the Exhibitor. The Kit will include pertinent information regarding the Event including, but not limited to, additional rules and regulations, display rules, installation/dismantle schedules, registration information, official order forms and pricing, shipping and drayage, utilities and building services, audio/visual, and additional visibility opportunities. In addition, advertising information on Voice Publishing Company, Inc. will be included.

**6. Exhibitor Representation.** Exhibiting companies are limited to registering three persons per 8'x10' booth space. Only Exhibitor personnel with official Exhibitor Event name may enter the trade show floor prior to or after show hours. Each Exhibitor representative must be registered to participate in the conference.

**7. Cancellation or Downsizing of Space by Exhibitor.** All requests for cancellation or reduction of exhibit space must be in writing and shall become effective upon receipt by Voice Publishing Company, Inc. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if the Exhibitor cancels its exhibit space: If written notice of cancellation is received by Voice Publishing Company, Inc. on or before June 15, 2017 a full refund, less a \$75 administrative fee will be granted; between June 16, 2017 and July 15, 2017, Voice Publishing Company, Inc. will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee less a \$75 administrative fee; if written notice of cancellation is received by Voice Publishing Company, Inc. on or after July 16, 2017, Voice Publishing Company, Inc. will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space canceled by Exhibitor. Exhibitors requesting restrictions in space will not receive a refund for any difference in cost. Furthermore, Voice Publishing Company, Inc. has full authority to relocate any exhibitor after downsizing of space.

**8. Cancellation or Postponement of Event.** It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically terminated and Voice Publishing Company, Inc. management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

**9. Payment of Debts.** Exhibitors must make required payments for exhibit space as outlined in the Application and Agreement for Exhibit Space. Exhibitors are further responsible for ensuring that there are no outstanding amounts owed by them to Voice Publishing Company, Inc. If all payments and outstanding amounts are not paid in full by July 18, 2017, Voice Publishing Company, Inc. retains the right to cancel the Exhibitor's space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor. Exhibitors may not move-in to their exhibit space until payment in full is received.

**10. Exhibit Space Occupancy.** Any Exhibitor that fails to occupy its assigned exhibit space by the end of published set-up hours, leaves its exhibit space unattended during Event hours, or begins dismantling of exhibit space prior to the close of the Event, may forfeit its right to the exhibit space and its eligibility to exhibit at future Voice Publishing Company, Inc. events.

**11. Arrangements of Exhibits.** Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All booths must be configured in a linear fashion. All Exhibitors decorations and/or equipment must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by Voice Publishing Company, Inc. in its sole discretion, will be prohibited.

**12. Handling and Storage.** Neither Voice Publishing Company, Inc. nor the owners or managers of the Event facility will accept or store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates.

**13. Exhibitor Operation and Conduct/Right of Entry and Inspection.** (A) Exhibitors may not schedule private functions or events which conflict with officially scheduled Voice Publishing Company, Inc. events; (B) All activities must be carried on in Exhibitor's contracted exhibit booth space; (C) The use of live animals is prohibited in the Event; (D) The use of objectionable amplifying or lighting equipment is prohibited; (E) Exhibitors may not use strolling entertainment, nor distribute magazines, or advertising materials in any area outside their exhibit booth; (F) The use of "Segways" or other similar equipment is prohibited, unless used as a disability aid; (G) Food and beverage may be dispensed from Exhibitor's booth within the following guidelines: (i) Distribution area must be kept clean and attractive; (ii) All attendees must have the opportunity to receive samples; and (iii) Any food and beverage distributed must be arranged through the facility where the Event is held. If Exhibitors engage in any conduct in violation of the rules and or applicable laws, Voice Publishing Company, Inc. reserves the right to cancel the Exhibitor's space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned. Voice Publishing Company, Inc. further reserves the right to reject Exhibitor's application to exhibit in future shows of Voice Publishing Company, Inc. Further, Voice Publishing Company, Inc. in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, Voice Publishing Company, Inc. or the employees of aforementioned entities, or engage in other activities detrimental to the Event.

**14. Exhibiting Codes and Agreements.** Exhibitor hereby agrees to be bound by all exposition rules and regulations outlined here and in the Exhibitor Service Kit, and any additional rules, regulations, and information as may be adopted by Voice Publishing Company, Inc. or the Event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the exposition is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between Voice Publishing Company, Inc. and the managers or owners of said facility; (iv) the terms of any and all leases and agreements between Voice Publishing Company, Inc. and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to, do anything to its exhibit space or do anything in the Event facility which would cause a difference in conditions from those previously approved by the insurance carriers of Voice Publishing Company, Inc., or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section.

**15. Listing and Promotional Materials.** By exhibiting at the Event, Exhibitor grants Voice Publishing Company, Inc. a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of the Event exhibitors and to use such names in promotional materials. Voice Publishing Company, Inc. shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

**16. Liability and Insurance.** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Voice Publishing Company, Inc. and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend Voice Publishing Company, Inc., their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Parties"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees. Exhibitors must obtain insurance policies covering exhibit materials at the Voice Publishing Company, Inc. Event including public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility and Voice Publishing Company, Inc. as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to Voice Publishing Company, Inc.

**17. Limitation of Damages.** In no event will an Indemnified Party be liable to the Exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the Voice Publishing Company, Inc. Event, the rental of exhibit space, the conduct of Voice Publishing Company, Inc., any breach of this Agreement, or any other act, omission, or occurrence.

**18. Protection of Exhibit Facility.** Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth equipment, or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.

**19. Interpretation and Enforcement.** Voice Publishing Company, Inc. has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for Voice Publishing Company, Inc. to require the immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored by Voice Publishing Company, Inc., together with all fees paid. Voice Publishing Company, Inc. may lease any space so forfeited to another exhibitor.

We understand this application becomes a binding agreement when accepted and processed by Dallas Voice. We agree to abide by the terms and conditions provided in the Exhibitor Agreement.

AGREED TO: \_\_\_\_\_

DATE: \_\_\_\_\_