



## Learning & Family EXPO 2018

Saturday, January 20<sup>th</sup> / Austin Convention Center

### EXHIBITOR CONTRACT (page 1 of 3)

**RIGHT TO RESERVE SPACE:** By completing and returning this document, you are contracting exhibition space at NONI LEARNING & FAMILY EXPO 2018. You acknowledge that this document, which must be countersigned by a MONÉ & MIRÓ LLC representative, will form a binding contract between you and MONÉ & MIRÓ LLC. Any contract formed will incorporate the terms and conditions set forth below, the guidelines established in Media Exhibitor Standards for Noni EXPO (the "Standards"). MONÉ & MIRÓ LLC reserves the right to reject any vendor or sponsor for any reason in the best interest of the production.

EXHIBITOR INFORMATION (FOR DIRECTORY PURPOSES)			EXHIBITOR CONTACT INFORMATION (FOR SETUP / AUTHORIZED AGENT)
COMPANY:			KEY CONTACT 1:
ADDRESS:			CELL PHONE:
CITY:	STATE:	ZIP:	EMAIL:
WEBSITE:			KEY CONTACT 2:
PHONE: /			CELL PHONE:
EMAIL:			EMAIL:

\*Please proofread the information in the area above carefully. Contact name and title will not appear in the exhibitor listing. \*By providing a cell number, EXHIBITOR is giving Moné & Miró LLC permission to make contact via text or phone regarding emergency situations and onsite updates. \*By providing an email, you are authorizing MONÉ & MIRÓ LLC to add your address to our database and contact you electronically.

BOOTH NUMBER	#	DESCRIPTION OF BOOTH / PRODUCTS TO BE DISPLAYED:
<input type="checkbox"/> 10x10 CORNER - \$995	<input type="checkbox"/> 10x10 INNER / WALL - \$595	
<input type="checkbox"/> 10x20 CORNER - \$1,795	<input type="checkbox"/> 10x20 INNER / WALL - \$995	
<input type="checkbox"/> 10x10 INLINE - \$795	<input type="checkbox"/> TABLE, LINEN, 2 CHAIRS - \$25	
<input type="checkbox"/> 10x20 INLINE - \$1,395	<input type="checkbox"/> ELECTRICITY (8 AMPS) - \$75	
<input type="checkbox"/> OTHER:		

**BOOTH ASSIGNMENT:** Will be determined at the time of signing. Clients are placed on a first-come, first-serve basis, according to availability.  
**INCLUDED:** The Exhibit space rental fee includes (1) Standard pipe and drape, (2) Carpeting, (3) 5 amps of electricity, (4) Wi-Fi connection for the day of the event, (5) Courtesy tickets and applicable tickets / badges per sponsorship level. Tables, cloth, chairs and additional electricity are billed separately.

**PAYMENT BY CHECK:** MAKE CHECKS PAYABLE TO: **MONÉ MEDIA** (Please include BOOTH#). Send check to **PO BOX 2711, GEORGETOWN TX 78627**. **PAYMENT BY CREDIT CARDS:** To pay by credit card, fill the **Credit Card Authorization** Form and return to **info@monemiro.com**.

**PAYMENT TERMS:** Fifty percent (50%) of the total opportunity is DUE AT SIGNING. Booths will not be reserved without payment. FULL PAYMENT OF BOOTH IS ENCOURAGED; otherwise, the balance is due no later than 12/31/17 at 5:00 p.m. Applications received on or after 12/31/17 must be accompanied by 100% of the total opportunity. MONÉ & MIRÓ LLC may, at its discretion, release the booth(s) if the deposit(s) are not made per the attached schedule. Please note that release / reassignment of the booth space under this provision does not relieve the exhibitor of its obligation and/or payments agreed to under this contract.

**CANCELLATION POLICY:** Once this contract is signed and exhibit space is allocated, you are contracted to exhibit space. THIS IS NOT AN APPLICATION, THIS DOCUMENT CONTRACTS SPACE RESERVATION IN THE EVENT. Any exhibitor or partnering vendor (IN ANY CAPACITY) who cancels booth space or their participation on the stage or runway must pay a CANCELLATION FEE, which allows MONÉ & MIRÓ LLC to recover the administration expenses incurred in preparing for the participation of the cancelling partner and which it will incur in attempting to resell the booth or hire another partner. Cancellations must be made in writing and are subject to the following provisions: (1) Cancellations received before 10/31/2017 MIDNIGHT are subject to a cancellation fee equal to **\$500 or 50%** of the total opportunity (whichever is greater; this applies to trade partners, attractions, vendors and all sponsors); (2) Cancellations and booth downsizes received on or after 10/31/2017 MIDNIGHT are subject to a cancellation fee equal of **\$1,000 or 100%** of the booth space being cancelled (whichever is greater; this applies to trade partners, attractions, vendors and all sponsors); (3) If Exhibitor has not begun their booth setup by **6pm on 01/19/2018**, we reserve the right to reassign / resell that Exhibitor's booth(s). Please note that all cancellations will result in forfeit of all courtesy passes and are subject to full payment, as contract remains in full force.

**CONTRACT ACCEPTANCE:** The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the company named above. The undersigned has read the Rules and Regulations on the three (3) pages of this document, and accepts the same.

EXHIBITOR NAME: _____	PRODUCER: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____



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EXHIBITOR CONTRACT (page 1 of 3)

CONTRACT TERMS AND PROVISIONS (page 2 of 3)

**(1) DEFINITIONS: PRODUCER.** The word "PRODUCER" as used herein shall mean the production company, association or institute or its officers, agents or employees acting for it, in the management of the Exposition, limited to MONÉ & MIRÓ LLC. **EXHIBITOR.** The word "EXHIBITOR" as used herein shall mean the exhibiting and/or sponsoring entity contracting exhibition space or entering an agreement to participate in the event and/or provide services (courtesy or paid for) at this year's edition.

**(2) TERMS AND CONDITIONS OF THIS CONTRACT** *(Please initial next to each clause for acceptance of terms)*

- \_\_\_\_\_ **ELIGIBLE EXHIBITS.** The Producer reserves the right to determine whether any company or product is eligible for inclusion in the Exposition. This determination may be made at any time before or after the start of the Exposition.
- \_\_\_\_\_ **LIMITATION OF LIABILITY.** The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Producer or the Partnering Charity, its shareholders, members or agents, or employees or the lessors or owners or the Exposition premises for loss, theft, damage or destruction of property; nor for any injury to Exhibitor or its agents or employees while in the Exposition quarters.
- \_\_\_\_\_ **INSURANCE.** At the time of signing the contract, the Exhibitor will turn in their Certificate of Liability Insurance with a minimum coverage of **\$1,000,000 identifying the CITY OF AUSTIN AS ADDITIONAL INSURED.**
- \_\_\_\_\_ **DEFACING OF BUILDING.** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.
- \_\_\_\_\_ **DISPLAY DIMENSIONS.** For island, peninsula booths and inline booth the perimeter wall maximum exhibit height is 8'. Exhibitors in island or peninsula spaces wishing to go beyond an 8-foot height must submit a display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the Exhibitor. Each Exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Exhibitors are not allowed to use any space beyond their assigned space and/or hand out collateral, place promotion personnel, etc. beyond their designated area, unless specified in writing by the PRODUCER.
- \_\_\_\_\_ **SETUP AND TEARDOWN.** Exhibitors will ONLY be allowed to SET UP between the times of 12pm and 10pm on Friday, January 19<sup>th</sup> and will use the venue's designated loading dock exclusively during those times. No guest will be allowed to carry displays, carts, boxes, furniture, equipment, tables or other rentals through the lobby or inside the guest elevators. Failure to comply will result in a fine from the production company of \$500, payable within the 48 hours following the event (a 2% late charge will apply for every 30 days past the due date).
- \_\_\_\_\_ **HOURS OF EXHIBITION.** The hours of exhibition are between 9am and 6pm on Saturday, January 20<sup>th</sup>. Exhibitors agree to remain in their designated booth space and with their exhibit in full display for the duration of the show. No exhibitor is allowed to tear down before 6pm the day of the event. Failure to comply will result in a fine from the production company of \$500, payable within the 48 hours following the event (a 2% late charge will apply for every 30 days past the due date).
- \_\_\_\_\_ **SOUND DEVICES.** The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth.
- \_\_\_\_\_ **REJECTED EXHIBITS.** The Exhibitor acknowledges and agrees that his exhibit shall be admitted and shall be permitted to remain in the Exposition only upon continued strict compliance by the Exhibitor with the terms and conditions of this agreement. Notwithstanding such compliance, the Producer reserves the right to reject or remove Exhibitor's exhibit, in whole or in part, from the Exposition for any reason whatsoever. If Exhibitor's exhibit is rejected or removed without cause given, Producer shall return to Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the Standards.
- \_\_\_\_\_ **EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY.** Each Exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit and put said representative in contact with the Producer in a timely manner. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible. Producer reserves the right to resell the exhibit space if the Exhibitor representative is not present for setup by 6pm on Friday, January 19<sup>th</sup> (Day of Setup).
- \_\_\_\_\_ **CHARACTER OF DISPLAY.** Distribution of samples and printed matter of any kind, or any promotional material, or staff associated with your company is restricted to the confines of the exhibit booth. No noisemakers or anything not in keeping with the character and high standards of Producer may be distributed or utilized by an Exhibitor in the exhibit area.
- \_\_\_\_\_ **SUB-LEASING.** Exhibitors may not sublet their space, nor any part thereof.
- \_\_\_\_\_ **LICENSE / AUTHORIZATION TO OPERATE LOCALLY.** Exhibitor must be ready to supply – at any given moment – evidence of their authorization to function as a licensed business in the state. All Exhibitors planning to conduct sales must present a valid copy of their Texas Sales License.
- \_\_\_\_\_ **EXHIBIT LOGISTICS.** Exhibitor Updates will be sent to each exhibitor in ample time for advance planning. Each message will contain information regarding shipment, labor, electrical service, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly. Exhibitors must abide by the rules outlined in the Exhibitor Updates.
- \_\_\_\_\_ **ATTENDANCE.** The Producer shall have sole control over attendance policies at all times and cannot make guarantees to its partners.

CONTRACT TERMS AND PROVISIONS (page 3 of 3)

- \_\_\_\_\_ **FAILURE TO EXECUTE EVENT.** Moné & Miró LLC shall not be liable for delay or sun of performance with respect to this agreement caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of Moné & Miró LLC or the City of Austin (Austin Convention Center). In such event, Moné & Miró LLC shall be entitled to retain such portion of the contract price as required to compensate Moné & Miró LLC for expenses incurred up to the time of the Event.
- \_\_\_\_\_ **GUARDS.** The Producer will NOT provide detailed security for Exhibitors during the course of the Exposition. Neither the Producer nor the owners or lessors of the exhibit premises will assume any responsibility for an Exhibitor’s property or personal property of its employees. It is suggested that the Exhibitor insure his property against loss and theft.
- \_\_\_\_\_ **FIRE & SAFETY LAWS.** Federal, State and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed.
- \_\_\_\_\_ **BOOTH RELOCATION.** Show management reserves the right to relocate Exhibitors in comparable spaces other than those specified on the executed Exhibitor Booth Contract if it is deemed advisable and necessary and in the best interest of the show. In the event of relocation, Exhibitors will be advised in writing and given the option of selecting another location if available, or to cancel and receive a full refund of all payments.
- \_\_\_\_\_ **COMPLIANCE WITH LAWS/STANDARDS.** The Exhibitor shall comply with all laws, standards, regulations and ordinances, including but not limited to copyright laws (“applicable laws”). If the Producer becomes aware of or learns of an exhibitor’s failure to comply with any such applicable law, that failure to comply shall be cause for rejection or removal of Exhibitor and his exhibit from the Expo. MONÉ & MIRÓ LLC is not responsible for the music used by exhibitors, and Exhibitor hereby agrees to indemnify, defend and hold harmless MONÉ & MIRÓ LLC for any and all costs or damages, including attorneys fees, related to any copyright violations that result from Exhibitor’s failure to obtain the appropriate license(s). License: Exhibitor agrees that Producer and its affiliates shall have the perpetual, worldwide, royalty-free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all information related to Exhibitor’s products which were made available to Producer in connection with the Exposition or any other events owned, organized, managed, or operated by Producer in which Exhibitor participates, in each case whether prior to, concurrently with, or following Exhibitor’s submission of this booth application.
- \_\_\_\_\_ **CREDIT.** Each exhibitor or their agent/agency must have no outstanding past due invoices with Moné & Miró LLC. Past due invoices billed to the exhibitor or their agent/agency must be paid before exhibitors will be allowed access to Noni EXPO.
- \_\_\_\_\_ **AMENDMENTS TO RULES.** (a) AMENDMENT RULES. Producer reserves the right to modify the Standards and to adopt additional rules from time to time in its sole discretion. Any such modifications or additional rules shall be effective immediately upon adoption, and the Exhibitor agrees to comply with all such modifications and additional rules. (b) Jurisdiction and Governing Law: This Agreement shall be governed under and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The State and Federal Courts located in Texas shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.
- \_\_\_\_\_ **INDEMNIFICATION.** Exhibitor agrees to indemnify, defend, and hold harmless Moné & Miró LLC, Austin Convention Center and the City of Austin, its officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney’s fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its affiliates, and all of their respective officers, directors, employees, representatives, servants, invitees, patrons, or guests.
- \_\_\_\_\_ **ASSIGNMENT.** Without limiting the definition of “Producer” above, neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.
- \_\_\_\_\_ **CANCELLATION POLICY:** Once this contract is signed and exhibit space is allocated, you are contracted to exhibit space. Any exhibitor or partnering vendor (IN ANY CAPACITY) who cancels its booth space reservation or their participation as a production partner must pay a CANCELLATION FEE, which allows MONÉ & MIRÓ LLC to recover the administration expenses incurred in preparing for the participation of the cancelling partner and which it will incur in attempting to resell the booth or hire another partner. Cancellations must be made in writing and are subject to the following provisions: (1) Cancellations received before 10/31/2017 MIDNIGHT are subject to a cancellation fee equal to \$500 or 50% of the total opportunity (whichever is greater; this applies to trade partners, attractions, vendors and all sponsors); (2) Cancellations and booth downsizes received on or after 10/31/2017 MIDNIGHT are subject to a cancellation fee equal of \$1,000 or 100% of the booth space being cancelled (whichever is greater; applies to trade partners, attractions, vendors and all sponsors); (3) If Exhibitor has not begun their booth setup by 6pm on 1/19/2018, we reserve the right to reassign / resell that Exhibitor’s booth(s). Please note that all cancellations will result in forfeit of all courtesy passes and are subject to full payment, as contract remains in full force.

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EXHIBITOR NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

PRODUCER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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