

# **VIRTUAL SHOWS 2022 OFFICIAL EXHIBITOR CONTRACT**

STEP 1: EXHIBITOR CONT	ACT INFORM	ATION					
Company Name – (For Billing)			Company Contact/Title - (For Contract/Billing Purposes Only)				
Exhibiting As: (Name as it Should App	pear in the Virtual	Show if Different tha	n Company Name Above)				
Address			Country				
City/State			Zip				
Phone			Email				
Website							
Show Admin. Contact/Title: (Conta	_	e virtual booth logist	tics and important informatio	n.)			
Phone			Email				
STEP 2: SELECT VIRTUAL	SHOW (CHEC	CK ALL THAT AI	PPLY)				
*Take \$1,000 off any Virtual Trayou contract in any 2 Live Travel	vel Show when I Shows in 2023!	BASIC BOOTH \$2,095	PREMIUM EXHIBITOR \$2,395	SPONSOR \$2,895	PAVILION SPONSOR \$6,495		
Wednesday, December 7, 2022 THE 2023 PREVIEW							
	I	Bundled Discount A	Applied.				
Custom Booth Build: Let our designers create your custom booth design:	\$295 (custom	n booth design)					
STEP 3: PROMOTIONAL IT	<b>TEMS</b> For avai	lability and detail	ed descriptions call you	r sales pers	on		
Destination Theater Session	\$250						
Supporting Sponsor	\$	_ 🗆					
	Total Costs:						

## VIRTUAL EXHIBITOR AND SPONSOR TERMS AND CONDITIONS

1. SHOW MANAGEMENT AND VIRTUAL EXHIBITOR. The term "Show Management" as used herein shall define the personnel, its agents and event partners, including but not limited to Unicomm, LLC acting on behalf of, or in concert with Show Management to produce this event. The term "Virtual Exhibitor" shall define the company and its personnel and agents electing to participate in the virtual exposition. Once Virtual Exhibitor has executed this Agreement by means of a signature, all terms shall become binding.

#### 2. APPLICATION, FEES, PAYMENTS, CANCELLATIONS,

- Except as provided to the contrary in this Agreement, all monies paid by Virtual Exhibitor shall be deemed fully earned and non-refundable at the time of payment.
- Applications for rental of virtual exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if Show Management determines the rejection is in the best interest of the Show. Show Management will contact Virtual Exhibitor following submission of the virtual Exhibit Request if it finds issues with the ability for the Virtual Exhibitor to facilitate its virtual session or room. Upon acceptance of the Virtual Exhibit Space Agreement by Show Management, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Virtual Exhibitor and Show Management, subject to the terms and conditions herein. The Virtual Exhibitor agrees to accept and, when requested, to promptly respond to Show information sent by SHOW MANAGEMENT via e-mail or any other method of communication
- Exhibit Fees. The cost for exhibit space is dependent on the sponsorship level, Virtual Booth type, and Virtual Booth amenities and is listed on the application side of the Virtual Exhibitor agreement. Virtual Exhibitor must be fully paid on all money owed to Show Management, its partners and subsidiaries, including sponsorship, and advertising.
- dments to the Exhibit Space Agreement. It is understood and agreed that any changes or modifications to the Virtual Exhibit Space Rental Agreement following the initial submission of request for Virtual Booth or Sponsorship requested by a Virtual Exhibitor shall be considered accepted and approved by Show Management if notification is provided by Virtual Exhibitor to, and acknowledged to be received by, Show Management by any form of written communication and notification of Show Management approval is sent back to Virtual Exhibitor by any form of written communication. Changes may include, but not be limited to, modifications to exhibit room link, location, configuration, payment terms or cancellations by Virtual Exhibitor. Show Management shall consider email by and to Virtual Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from Virtual Exhibitor pursuant thereto. If any changes to the Virtual Exhibit Space Agreement increase the fees due to Show Management for the Virtual Booth, Show Management shall be authorized to make immediate charges to Virtual Exhibitor's credit card on file in order to ensure Virtual Exhibitor is current on its payment plan, as then on file with SHOW MANAGEMENT pursuant to the Virtual Exhibit Space Agreement or any subsequent agreement for payment terms. Changes initiated by Show Management to Virtual Exhibitor's exhibit space shall be communicated in writing to the email address provided by Virtual Exhibitor on the Virtual Exhibit Space Agreement, and all such communications will be interpreted as read and accepted unless Virtual Exhibitor objects in writing to Show Management within five (5) business days.
- If you must cancel your booth reservation at any time, you must submit a cancellation request in writing to the Show Management.

At its discretion, if at any time Show Management deems a virtual exhibit, or an exhibit's contents objectionable, Show Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Virtual Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for the Show or jeopardizes the Show's safe operations. This right may be exercised by Show Management at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Virtual Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, Show Management its directors, officers, agents, employees and/or servants for such removal and/or cancellation.

3. ELIGIBILITY. Show management will provide requirements and technical specifications to Virtual Exhibitors that must be met in order to participate including minimum internet speeds, camera, audio and access to specific online meeting platforms. Show Management reserves the right to determine or verify eligibility of Virtual Exhibitor for inclusion in the Show prior to, or after, submission of the Virtual Exhibit Space Agreement. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Virtual Exhibitor to be in violation of these Exhibitor Rules & Regulations.

Non-Exhibiting Company Products or Services. Virtual Exhibitor may not display products or signage in their Virtual Booth from ANY NON-EXHIBITING OR NON CONTRACTED COMPANIES unless approved in writing by Show Representations by and/or media activities of non-exhibiting companies are prohibited at the Show.

## 4. OPERATION AND CONDUCT

Exposition Hours and Exhibitor Activities. Management shall have the authority to set event hours, which may reasonably change upon notice to the Virtual Exhibitors.

## Exhibit Personnel.

- Attendants, models, and other employees and representatives of Virtual Exhibitor must confine their activities to the virtual exhibit space.
- Virtual Booths must be staffed or have notification of return time during all Show hours. Virtual Exhibitors with Virtual Booths that are not staffed during Show hours could be subject to loss of credentials for future shows and loss of other show privileges as determined by the Show Management.
- Virtual Exhibitor shall not photograph or record video of another virtual exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or Show Management.
- Virtual Exhibitor shall not harass or antagonize another party or attendee.
- No area of the virtual Travel & Adventure Show platform shall be used for any improper, immoral, illegal or objectionable
- All Virtual Exhibitor personnel and their contractors must wear appropriate apparel at all times. This requirement prohibits, among other items, clothing that covers less of a person's body than community standards of decency would suggest, in the discretion of Show Management. Show Management reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Virtual Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with Show Management in advance of the Show.
- Buyer Activities. Virtual Exhibitors are not permitted to host or sponsor any event off the Show floor that attracts buyers

than address on pg1)

## STEP 3: PLEASE SIGN BELOW

during exhibit hours unless such event is approved in writing by Show Management.

- "Outboarding" occurs when a company that is eligible to exhibit at the Show does not exhibit, but hosts buyers at any physical or virtual venue away from the Show during the scheduled show day. Companies that engage in outboarding may be prohibited from exhibiting at the Show for one to three years as determined by Show Management. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding.
  - Exhibiting companies are encouraged to protect their investment and report any outboarding to Show Management.
- Entertainment, Music. All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent or that promote activities of any type that defame or denigrate women, law enforcement or other established authorities. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. Show Management shall be the final authority on the acceptability of music played by Virtual Exhibitor and the activities of Virtual Booth models and entertainers. Violators are subject to immediate closure of their booth, removal of booth personnel and/or closure of the exhibit for the duration of the Show.
- Music Licensing. Virtual Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Virtual Exhibitor. Virtual Exhibitor may be prohibited from certain activities without proof of required licenses.
- Objectionable Exhibits. See above regarding Show Management's right to remove and/or cancel exhibit space, or any portion thereof, that Show Management deems objectionable.
- All Virtual Booths will be inspected during the event and any Virtual Exhibitor deviating from the Rules must make modifications to its virtual exhibit space at Virtual Exhibitor's expense. If modifications are not made by Virtual Exhibitor, Show Management will instruct its official contractors to make any necessary adjustments, at Virtual Exhibitor's sole expense. Moreover, Virtual Exhibitor shall be responsible for all costs incurred by Show Management associated with ensuring any activities, if applicable, are deemed safe under any and all conditions, as determined by Show Management in its sole discretion. Show Management will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by Show Management, or its designees, due to such circumstances.
- Liability and Insurance. Neither Show Management, nor any of the officers, employees, agents, contractors and affiliates of such entities, norther snow management, only any or the orders, agents, contractors and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the Virtual Exhibitor or to the Virtual Exhibitor employees or property, prior, during or subsequent to the period covered by the virtual exhibit. The Virtual Exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the Virtual Exhibitor and its employees, agents, contractors, and invitees. Virtual Exhibitors are responsible for all liability insurance coverages, evidence of which coverages shall be made available to Show Management immediately upon request.
- Accidents/Incidents. Any accident or incident involving or occurring in Virtual Exhibitor's Virtual Booth, or as it relates to Virtual Booth personnel are the express responsibility of the Virtual Exhibitor.

### 5. VIRTUAL BOOTH SPACE

- Virtual Booth Space. Virtual Booths should look professional and engaging. The background of Virtual Exhibitor's camera view should be clean and professional. The use of personal pictures, posters, banners, etc. are encouraged.
- Virtual Booth Preparation. All Virtual Booths must be tested and operational by 12:00pm FST on the day of the event or two hours before the event, whichever is earlier. Testing must be scheduled and performed the day prior to the event or the morning of the event. Untested Virtual Booths may be restricted or removed from the event.
- Late Arrival. Late arrival to Virtual Exhibitor's Virtual Booth space will not be permitted without prior written permission from Show Management.
- Default Occupancy. Any Virtual Exhibitor failing to occupy space contracted for in a timely manner is not relieved of the obligation of paying the full rental price for such space, and SHOW MANAGEMENT's management staff has the right to use such space as it sees fit to eliminate blank space in the virtual exhibit, if such Virtual Booth space is not occupied by the Virtual Exhibitor 1 hour prior to the start of the exhibit.
- Early Move-out. The Virtual Exhibitor shall not initiate move-out or abandon its virtual exhibit prior to the official Show closing time. Violation will cause Virtual Exhibitor to be subject to an early move-out charge of \$500 and loss of eligibility to participate in future shows

## 6. ADMISSION REGULATIONS

Admission to the Show is by official membership of SHOW MANAGEMENT for that specific event. Virtual Exhibitor logins may not be ordered for or transferred to buyers or non-employees. Logins are the property of Show Management and are non-transferable. Virtual Exhibitor waives any right to claim for damages against Show Management for the ejection of any person or persons from the Show where, in the sole determination of Show Management, such person or persons have or likely will create a danger to public health and/or safety or behave in an objectionable manner.

## 7. VIOLATIONS

The Virtual Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations which may be established by Show Management at any time. Show Management shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Virtual Exhibitor of any of the Rules and such additional rules and regulations shall subject Virtual Exhibitor to cancellation of the Agreement to occupy virtual exhibit space, to forfeiture of any monies paid on account thereof, and could make Virtual Exhibitor subject to loss of seniority points, loss of credentials for future shows and loss of other show privileges. Upon Show Management notifying Virtual Exhibitor of such cancellation, Show Management shall have the right to take possession of the Virtual Exhibitor's virtual space.

## 8. COMPLIANCE WITH LAWS

Virtual Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Connecticut and wherever applicable, all rules and regulations of the police department and those policies and criteria established by the laws governing virtual environments, content, intellectual property rights and media. Illegal acts of any kind will be referred to the appropriate authorities for prosecution.

## 9. ACCESS CONTROL

Show Management will provide access control from event planning through the conclusion of all activities, including follow-up. Show Management shall not be held responsible for the loss of any material regardless of the cause and urges the Virtual

Exhibitor to exercise normal precautions to protect its account and login privileges 10. FAILURE TO HOLD EXPOSITIONS Should any contingency prevent holding of the virtual Travel & Adventure Show, Show Management may retain such part of

Virtual Exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. The Virtual Exhibitor waives all claims for damage or recovery of payments made except the return of the prorated amount paid for exhibit space less expenses incurred by Show Management and the event platform.

TRAVELE Unicomm SHOW

Payment Terms: 100% payment of contracted application is due upon signing. Make checks payable to Unicomm, LLC in U.S. Dollars or use credit card form below.

By signing below, exhibitor acknowledges they have read the Terms and Conditions on page four of this contract. We understand that this contract shall be legally binding between Unicomm, LLC and the exhibitor. We also understand that any change in the information in the contract must be made in writing.

SIGNATURE		PRINT NAME			DATE	
STEP 10: PAYMEN	T OPTIONS Click PAY ON	-LINE or Fill Out Below For us To Process	FAX TO: 203	.878.2154		
AUTHORIZE PAYMENT PER TERMS & CONDITIONS ABOVE	AMEX DISA DI MC	BANK TRANSFER CHECK [payable to Uni	comm, LLC] Check # ,_			_
AMOUNT: \$	CARD NUMBER		CID#	(last 3 digits printed after l card # in signature area on back of card)	EXP. DATE	
PAY NOW	CARD HOLDER NAME	SIGNATU	JRE			
	Billing Address (If different					