

2020 Early Bird Exhibit Space ContractAtlantic City Convention Center, Atlantic City, NJ / Oct. 7-8, 2020

Account Representative:
🔲 Bobbie Macintosh 🔲 Stacie Dennison

EXHIBITOR INFORMATION (Note: the company name as listed below will be used for year	our booth sign, website listing and	badges, unless you specify a	ın 'Exhibit As' name.)	
Company:	Fax:			
Contact:	Invoice Contact:			
Title:	Invoice Contact Email:			
Phone:	Mailing Address:			
Email Address:	City:	State:		
Second Contact:	Zip:	Country:		
Second Contact Email:	Website:			
STEP 1: BOOTH PREFERENCES	CTED 7.			
(2nd choice)	STEP 7: Exhibit Space Agreement			
☐ Inline ☐ Aisle ☐ Peninsula ☐ Island (0 corners) (1 corners) (2 corners) (4 corners) STEP 2: EARLY BIRD SPACE RATES ☐ Standard Booth(s) per sq. ft	The undersigned ("Exhibitor"), as a duly authexhibit space at the above designated 202C sole discretion and may be changed for the & Regulations and has received and agrees balance due as of July 15, 2020. Final balan law, if any payment (except for any on-site by 1) a non-refundable 2.5% fee will be applied addendum to this agreement); (2) Exhibitor agreeserves the right to collect the fee either will be applied addended to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee either will be applied to the collect the fee and the collect the feether will be applied to t	Pizza & Pasta Northeast. Space will be benefit of the exposition. Exhibitor agree to the booth space terms and conditions be due for booth cost is due September ooth deposit) is made by credit card, Ext to such payment (as may be further discl grees to pay the fee in connection with su th such installment or other payment, by	e assigned by Emerald X, LLC at its is to abide by official Exhibitor Rules. Exhibitor agrees to pay 50% of the 1, 2020. Except where prohibited by iibitor acknowledges and agrees that osed in a separate payment schedule payment; and (3) Emerald X, LLC automatically charging your card on	
□ Island per sq. ft. \$21.00 □ Buyers Boardwalk Megabooths*\$22.30 * Includes Hanging Sign, Tab Divider Listing and Enhanced Booth Listing □ Corner Charge\$150.00 Would you like to be contacted about sponsorship opportunities? Yes □ No □ Sponsorship opportunites are listed at www.PizzaExpo.com/sponsorships.com	file if not collected with the installment or other payment made by card, or by separate invoice. If Exhibitor desires to cancel all or part of the exhibit space after July 15, 2020 it must do so in writing by certified mail to Emerald X, LLC and Exhibitor will be charged 50% of its total cancelled exhibit space cost. Should Exhibitor cancel after September 1, 2020, 100% of exhibit space cost is due. If Exhibitor defaults in payment, Exhibitor is liable to Emerald X, LLC for collection costs, including reasonable attorney's fees. Emerald X, LLC reserves the right to accept or reject exhibitor space applications and to cancel any previously accepted exhibitor space applications or contracts, at any time in its sole discretion, for any reason, or no reason, without liability to Exhibitor or any other party. This contract is not valid until it is fully executed by an authorized representative for Exhibitor and Emerald X, LLC. Exhibitor understands and agrees that this application for Exhibit Space becomes a binding contract when accepted in writing by Emerald X, LLC, the show organizer, and we hereby agree that the attached Terms and Conditions are enforceable and are incorporated into and control this Exhibit Space Contract, once it is accepted by Emerald X, LLC. We further agree that any terms and conditions associated with any purchase order we may submit in order to process payment for this Exhibit Space Contract are of no force or effect, regardless of the express language of the purchase order we submit. Exhibitor represents and warrants that the person executing this Agreement on behalf of Exhibitor is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms contained herein.			
STEP 3: EXHIBITOR PROFILE UPGRADES				
Marketing benefits available to you at No-Charge include company description, website URL visible on profile, email visible on profile, access to leads, 300 private messages and two press releases.				
☐ Premium Package A\$99	Exhibitor Signature		Date	
☐ Premium Package B	Exhibitor Print Name		Date	
☐ Premium Package C\$249 (See page three for package breakout.)				
STEP 4: PAYMENT SCHEDULE	PAYMENT INSTRUCTIONS: INSTRUCTIONS: Please complete, sign and fax this agreement to (330) 693-0117.			
\$200 booth deposit is due through7/14/2020 Commencing 7/15/2020 50% of the total invoice is due Commencing 9/1/2020 100% of total invoice is due ft. x ft. = Total Sq. Ft. Booth Price = x sq. ft. = \$	If you wish to pay the balance by check, Pizza and Pasta Northeast must receive the full installment booth balance prior to each installment due date. If check is not received, your credit card on file will be automatically charged the installment booth balance. Payment must be received within 10 days of signing this contract.			
+ Corner Fee x # corners = \$	PAYING BY CHECK:	PAYING BY ACH:	PAYING BY WIRE:	
+ Signed Peninsula \$ = Total Amount Due \$*	Make checks payable to "Pizza and Pasta Northeast"	Emerald X, LLC Attn: Pizza and Pasta Northeast	Emerald X, LLC Attn:Pizza and Pasta Northeast	
* Installments paid by credit card include a 2.5% fee. If Exhibitor makes any payment in addition to the above installments, the 2.5% fee will apply to that payment. Except where prohibited by law, Exhibitor agrees to pay the fee with any credit card payment and Emerald X, LLC reserves the right to collect the fee either with such installment or other payment, by automatically charging your card on file if not collected with the installment or other payment made by card, or by separate invoice. (For NY exhibitors, see Payment Schedule Addendum to Exhibitor Space Agreement.)	If paying by check, please remit to: Pizza and Pasta Northeast Emerald X, LLC	Bank of America 2701 Harbor Blvd. Costa Mesa, CA 92626	Bank of America 2701 Harbor Blvd. Costa Mesa, CA 92626	
STEP 5	32753 Collection Center Dr. Chicago, IL 60693-0327	ACH Routing #: 122000661 Account #: 1453616843	Routing #: 026009593 Account #: 1453616843	
Will you be sampling food or beverages? ☐ Yes ☐ No	SWIFT code: BOFAUS3N			
Do you need any of the following utilities? Water/Drain Gas	Pizza and Pasta Northeast will send you an invoice via e-mail with a link to pay by credit card.	a e-mail with a link Agreement for additional terms. (For NY exhibitors, see Payment Schedule		



Atlantic City Convention Center, Atlantic City, NJ / Oct. 6-7, 2020 Terms & Conditions



- 1. Defined Terms: "Agreement" means, collectively, (i) the Exhibit Space Contract for the Event and any ancillary documents associated therewith, including any Exhibitor Service Manual and notice of booth space assignment provided by Emerald to Exhibitor, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Ferms and Conditions shall prevail exhibit or the event of events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald X, LLC ("Emerald"). "Facility" means the venue where the Event is held. "Exhibitor" means the company, organization, entity or person entering into this Agreement, as listed on the Exhibit Space Contract.
- 2. Agreement Acceptance, Eligibility, and Payment: This Agreement becomes binding and effective when it has been manually signed by Exhibitor of submitted in paper form), submitted electronically by Exhibitor after checking the "I agree" box on the electronic application form, or otherwise accepted by Exhibitor, and, in any event, acknowledged and agreed by Emerald in writing by delivering Exhibitor a booth space assignment confirmation or otherwise confirming in writing Exhibitor's booth reservation. Emerald may refuse acceptance of any Event application form or no reason. Eligibility to exhibit at the Event is generally limited to persons or entities that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the signature of Exhibitor heretoon in his Agreement (if manually signed) which is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by clicking the "I agree" box on the electronic application form or otherwise, as constituting a duly authorized, revocable, actual, current delivery of this Agreement with original risk signatures of each person and entity. Upon this Agreement becoming binding, Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule. Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Exhibit Space Contract or on the electronic application form. If this Agreement becomes binding after the last payment date stated on the payment schedule. Exhibitor submits its application electronically, payment with be automatically charged and applied according to the payment acceptacidule. If Exhibitor submits its application electronically, payment with be automatically charged and applied according to the payment acceptacidule. If Exhibitor submits its application electronically, payment with be automatically charged and applied according to the payment acceptacidule. If Exhibitor submits its application electronically, payment this be automa
- 3. Term: This Agreement commences effective the date it becomes binding and effective per Section 2 and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.
- 4. Termination by Emerald: Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event whereby Emerald may evict Exhibitor from the Event, without a refund or liability to Exhibitor fary sort, and without a reduction in fees owed by Exhibitor to Emerald, and without limiting any other remedy Emerald may have, (i) if Exhibitor fails to make any payment required by this Agreement to the Exhibitor fails to make any payment required by this Agreement at a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if Emerald, in its sole discretion, believes the Exhibitor's exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products that it is a firmed becomes aware of any actual or alleged infringement of a third party's proprietary rights by Exhibitor in connection with Exhibitor's activities at the Event, or (c) if Exhibitor exhibits products that Emerald associately believes Exhibitor in an attendation of the brand to a firmed products and in a firmed products and a firmed products and
- 5. Termination and Reduction of Space by Exhibitor: Exhibitor may terminate this Agreement at any time by giving written notice thereof to Emerald, which termination is effective upon Emerald's acknowledgment of receipt of such written notice. Upon Exhibitor stermination of this Agreement for any reason, Exhibitor may only be due a refund of any fees paid if Exhibitor paid fees upfront and Exhibitor terminates the Agreement before such paid fees are due, payable, and non-refundable according to the payment schedule associated with the Event, as detailed in the Exhibit Space Contract or on the electronic application form. If Exhibitor submits payment by credit card, such credit card will not be charged for payments due after Exhibitors termination of the Agreement unses Exhibitor has no utstanding balance due Emerald. Upon a termination and Exhibitor to Emerald shall be non-refundable, except for any payment amount that has not yet converted into a non-refundable payment and by Exhibitor to Emerald shall be non-refundable, except for any payment amount that has not yet converted into a non-refundable payment (all according to the payment schedule associated with the Event, as detailed in the Exhibit Space Contract or on the electronic application form). If Exhibitor requests to reduce the size of its booth space after entering into this Agreement, Emerald may choose to reject or grant such request in its sole discretion, and Emerald may choose not to refund any non-refundable fees paid or reduce the fee payment obligation under the terms of the Agreement. Additionally, depending on remaining validable space to be allocated for the Event, Emerald may require Exhibit to change booth space location, orientation or configuration and to pay an additional fee (in addition to what is owed under the Agreement) for such alternate booth space location, orientation or configuration and to pay an additional fee (in addition to what is owed under the Agreement) for such alternate booth space
- 6. Cancellation of Event. If Emerald cancels the Event due to circumstances beyond its reasonable control (including acts of 6od, natural disasters, fire, epidemic, acts of war and terrorism, government action, labor strike or unavailability of Facility), Emerald shall refund to Exhibitor is booth space rental payment previously paid (less Exhibitor's por ata share of all costs and expenses incurred and committed by Emerald) in full satisfaction of all liabilities of Emerald and Facility to Exhibitor. Under all circumstances, Emerald reserves the right to postpone, rename or relocate the Event or change the Event dates. If Emerald changes the name of the Event, relocates the Event to another facility within the same geopatic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later than the originally scheduled dates, no refund will be due to Exhibitor, and Emerald shall assign to Exhibitor, in lieu of the original space, other space as Emerald reasonably deems appropriate, anbibitor agrees to accept such space under the terms of this Agreement. If Emerald elects to cancel the Event other than for a reason previously described in this paragraph, Emerald shall refund to each Exhibitor affects on the Event other than for a reason previously described in this paragraph, Emerald shall refund to each Exhibitor affects on the Event other than for a reason previously described in this paragraph, Emerald shall refund to each Exhibitor affects on the Event other than for a reason previously described in this paragraph, Emerald shall refund to each Exhibitor, it is all and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.
- Assumption of Risks; Release: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), properly, business or profits. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored any ourdress) storage area), including any subroyagion claims by its insurer. Exhibitor shall insure its property againstee, loss and theft and agrees to not make any claims against Emerald or Facility, nor is a bailment created, for property delivered by or to Exhibitor. Whether Emerald or Facility, nor their expection of Facility and any store of the property delivered by or to Exhibitor. Because it is a subject to the prossibility on the property delivered by or to Exhibitor. Because it is a subject to the prossibility on the property delivered by or to Exhibitor. Because it is a subject to the prossibility on the property delivered by or to Exhibitor. Because it is a subject to the prossibility, and the property delivered by or to Exhibitor Emerald or Facility, nor the property delivered by or to Exhibitor. Because it is a subject to the property delivered by or to Exhibitor in the Emerald or Facility, nor the property delivered by or to Exhibitor in the Emerald or Facility. First because the property delivered to the pro
- 8. Indemnification: Exhibitor shall indemnify, defend (with legal coursel selected by Emerald) and hold Emerald and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the display and sale of goods and services by Exhibitor, (b) any brightor for any perspensables, agreements, promises or other obligations under this Agreement or any other contract, arrangement or agreement eledent of a chargement of any expense of the contract, arrangement or agreement, (d) any violation by Exhibitor of any law or ordinance (whether alleged or actual), including the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party, (e) any libel, slander, defamation or similar claim arising out of or relating to Exhibitor's actions, and (f) Exhibitor's acts that result in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.
- 9. Insurance: Exhibitor shall, at its own expense, secure and maintain throughout the term of this Agreement, including Event move-in and move-out days, the following insurance with responsible third party insurance carriers (with an A.M. Best rating of at least A-VIII for Exhibitors insured with a domestic insurance with responsible third party insurance carriers (with an A.M. Best rating of at least A-VIII for Exhibitors insured with a domestic insurance carrier, and with a carrier approved in advance by Emerald for Exhibitors insured with an international insurance carrier) (a) Workers' compensation insurance in an amount as required by applicable law (for omestic Exhibitors); (b) Comprehensor, (c) insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for broad form bodily injury and property damage, including coverage with respect to this Agreement and operation of mobile equipment, premises, products/completed operations liability coverage, liquor liability (if applicable), and personal-advertising injury liability coverage, (c) Automobile liability insurance, with limits of at least \$1,000,000 per occurrence, combined single limit for bodily lity suparance with limits of at least \$1,000,000 per occurrence, combined single limit for bodily lity insurance with limits of at least \$500,000 for each occurrence and in the aggregate; and (e) Employers Lability insurance with limits of at least \$500,000 for each occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds. Emerald, Facility, and each of their substitiaties, affiliates, officiers, directors, employees, agents and representatives and (b) be primary to any other value of collective insurance of Exhibitor and/or Emerald or Facility and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute of the substitute of the Exhibitor's obligations under this paragraph. The coverage provided to the additional insureds. Copie
- 10. Limitation of Liability: Under no circumstances shall Emerald or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable to Exhibitor for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Emerald's maximum liability to Exhibitor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event. This section shall survive any termination of this Agreement.
- 11. Compliance with Laws; Taxes and Licenses: Exhibitor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any applicable union labor work rules). Without limiting the foregoing, Exhibitor shall ensure the point its exhibit space complies with the Americans with Disabilities Act and shall ensure the point on d axiliary adds and services for its staff or attendees to enable effective communication with disabled Event participants. Exhibitors must comply with all applicable

- federal, state and local fire and safety regulations. Any exhibit space that does not pass inspection will be ordered closed until all identified hazards are corrected or removed. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Exhibitor's activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary to a identification unters and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalfies or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by Emerald to ship merchandise to a specific location, Exhibitor will do so and will not permit the delivery of merchandise to the Facility.
- 12. Assignment of Space; Exhibit Space Occupancy, Use and Departure: Exhibit space for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right to change any aspect of the floor plan (including, but not limited to, size, shape and orientation) or to move Exhibitor to another similar size booth location prior to or during the Event for any legitimate reason, in Emerald's reasonable discretion. Exhibitor may not assign, sublet, share or license all or any portion of its exhibit space with any third party, except with the prior written consent of Emerald and only if such third party expressly agrees to these Terms and Conditions. Emerald shall psectly the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space at least twenty-four (24) hours prior to the Event opening or leaves its space unathered at any time during published Event hours. Emerald shall have the right to take possession of the space and terms the space memeral terms of the prior to the Event opening or leaves its space unathered at any time during published between the space and terms the space and terms the space and terms of the space and terms the space with the original published in arrival or set-up, it must notify the appropriate Emerald contact immediately. Additionally, (a) all labor performed by contractors must be complete by two (2) hours prior to published "Event Open Times" and no attendess may visit the booth prior to the Event Open Times (b) Exhibitor must vacate its booth by the opsical move-out time listed in the Exhibitor Service Manual; (a) no on under 18 years of age (or a sequired by the applicable Facility) shall be admitted on the shown floor during move-in/out days of the Event; and (d) no breaddown is maintained or exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Exhibitor vinduses subsection (d) having and search proveduced more of \$5000 and ma
- 13. Reps, Warranties; Licenses; Communications: Exhibitor grants to Emerald a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to use those items in Emerald's promotional materials. Emerald shall not be liable for any errors in any listings or descriptions or for multip Cabhibitor from any directory or other lists or materials. When Exhibitor provides Emerald any text, graphics, photos, videos, or other material subject to copyright or other intellectual property protection (collectively, "Content"), Exhibitor grants Emerald a worldwide, non-exclusive, permanent; increacable, ropply-free license, eithit the right and license propriets, produce, adapt, modify, distribute, publicly perform (bulled) display, broadcast, make available, store and archive such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Exhibitor represents and warrants that: (i) the Content is owned by Exhibitor such that Exhibitor holds the copyright or Exhibitor has the legal right and license to use the Content and to grant Emerald the right and license to use the Content and supplied and the party or pay compensation or royalities to any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content does not infringe any third party with respect to the Content; (iii) the Content complies, and Exhibitor complies, and Exhibitor can be an advant
- 14. Contractor Services: Emerald has contracted, on an exclusive basis, with official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors ("EACs") within certain guidelines. Please refer to the Exhibitor Service Manual for a listing of exclusive services and EAC quidelines.
- 15. Character of Displays; Use of Aisles and Common Areas; Sound: Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisless, passageways and overhead spaces remain strictly under the control of Ternerald. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons and sickers (including handouts with gummed backing that adher or cause adhesion) are prohibited in the exhibit are and Teality. Exhibits must be arranged and that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Emerald's sole discretion. Sound of any kind must not be projected outside of Exhibitor's exhibit ror watching demonstrations or otherwise utilize third party materials subject to copyright or other protections. Exhibitor is specifically prohibited from employing any camival-type attraction or from operating noise-creating devices such as bells, horns or megaphones.
- 16. Outside Erhibits/Alespitality Suites: Erhibitor is prohibited, without Emerald's prior written approval, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, alses, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Exhibitor is also prohibited from conducting unauthorized Facility tours. Exhibitor shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any Emerald-sponsored activities are being held. All requests for a hospitality surface or public functions space must be made through Emerald. If Exhibitor falls to occupy its exhibitor shall enable is a complete or public function only the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name, but Exhibitor shall remain liable for such hotel or applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name, but Exhibitor shall remain liable for such hotel or applicable venue to sancel any hospitality space.
- 17. Freight Shipment: Exhibitor should use the shipping labels provided by Emerald for the Event to ensure proper shipment and identification of freight to the Event. Shipments made in advance to the authorized Event contractor, as per instructions in the Exhibitor Service Manual, will be delivered to Exhibitor's booth. At the close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should submit a bill of lading for prick-up and inform Events authorized contractor of its arrangements. If the pick-up does not occur within a reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense.
- Its. Disputes: Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Emerald will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrathor can award on an individual basis the same damages and relief as our and must follow and enforce the Agreement and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adcrog. If Exhibitor commences an arbitration, arbitration association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adcrog. If Exhibitor commences an arbitration and lealing the seponsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Exhibitor must send all claims. If Fernald commences arbitration against Exhibitor, Emerald will be responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provided in connection with this Agreement. If an in-preven hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, NY, except as otherwise agreed by the parties or ordered by the arbitration. Am arbitration waved may be enforced by any court with competitive action. If or any reason a claim proceeds in court rather than in arbitration the parties wave any right to a jury trial. This section shall survive any termination of this Agreement.
- 19. Governing Law: This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather ain arbitration, Chiblitor hereby submits to the jurisdiction of the federal and state ocurs located in New York County, Wy and waives all objection to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.
- 20. Miscellaneous: This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Exhibitor are independent contractors with respect to one another under the terms of this Agreement. Hish fare was the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; and stampled assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be vaived except by a writing signed by a duly authorized representative of Emerald and a signed vaiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement nor shall any delay or omission on the part of Emerald or any provision of this Agreement will not be deemed a vaiver of this Agreement of that or any other provision. This Agreement represents eval exists the entire agreement between Emerald and Exhibitor relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. In the event that any provision of this Agreement is found to be unerinoceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Delay. Whence the terms of the parties are the interpretation arises, this Agreement shall be constructing are used in this Agreement. In the event that an ambiguity or a question of ritent or interpretation arises, this



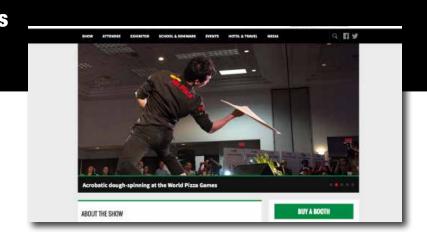
2020 DIGITAL MARKETING ENHANCEMENTS

OCTOBER 6 & 7, 2020 ATLANTIC CITY CONVENTION CENTER, ATLANTIC CITY, NJ

Digital Marketing Enhancements already available to you at No-Charge are as follows:

- · Company Description
- Website URL visible on profile
- Email visible on profile (optional)
- Access to leads
- 300 Private Messages
- 2 Press Releases

Increase your exposure by upgrading to a Premium Package: Add a logo, show special, highlighted entry, product image or include an additional product or video.



Premium Package A - \$99

Includes everything from the free package, plus: Company Logo 1 – Show Special

Premium Package B - \$149

Includes everything from the free package and package A, plus: Highlighted Entry In Online Exhibitor Lists

1 — Product Image

Premium Package C - \$299

Includes everything from free, package A and B, plus: Additional Product or Video featured in the Product Showcase



