



### EXHIBIT SPACE CONTRACT

Please complete entire contract, sign, and return via email to [tpasales@usa.messefrankfurt.com](mailto:tpasales@usa.messefrankfurt.com). Invoice will be issued after contract is processed.

Company: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province/State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Website: \_\_\_\_\_

Billing Contact (if different): \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

\*By providing your contact information, you are consenting to receive communications from Messe Frankfurt, Inc. and its affiliates.

Top 3 booth # requests: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

We would prefer NOT to be located near the following companies (Messe Frankfurt, Inc. may not be able to accommodate this request):

\_\_\_\_\_

### Non-Members - Standard

Minimum booth size is 10 x 10 sq. ft. (100 sq. ft = approx. 9.3 sq. meters) US \$35.00 per net sq. ft. **An additional cost of \$350 per open corner for Corner, Peninsula and Island booth location.** Includes Pipe, Drape, ID sign, and 3 Exhibitor Badges per 100 square feet. Badges over allotment incur a \$35 fee per badge. Carpet not included. Floor covering is required. Mandatory administrative fee includes one standard company listing and access to your custom Marketing Tool Kit.

- Linear Booth** (standard booth, no extra charge)
- Corner Booth** (1 open corner, additional US \$350)
- Peninsula Booth** (minimum 200 sq. ft. 2 open corners, additional US \$700)
- Island Booth** (minimum 400 sq. ft. 4 open corners, additional US \$1,400)

Preferred Dimensions: \_\_\_\_\_ x \_\_\_\_\_ ft. = \_\_\_\_\_ sq. ft. x US \$35 per sq. ft. = US\$ \_\_\_\_\_

# of open corners \_\_\_\_\_ @ US \$350 each = US\$ \_\_\_\_\_

Mandatory Administrative fee = US\$ 125

Total Booth Cost = US\$ \_\_\_\_\_

### SPESA Members

Minimum booth size is 10 x 10 sq. ft. (100 sq. ft = approx. 9.3 sq. meters) US \$27.00 per net sq. ft. **(no corner fees).** Includes Pipe, Drape, ID sign, and 3 Exhibitor Badges per 100 square feet. Badges over allotment incur a \$35 fee per badge. Carpet not included. Floor covering is required. Mandatory administrative fee includes one standard company listing and access to your custom Marketing Tool Kit.

- Linear Booth**
- Corner Booth**
- Peninsula Booth**
- Island Booth**

Preferred Dimensions: \_\_\_\_\_ x \_\_\_\_\_ ft. = \_\_\_\_\_ sq. ft. x US \$29 per sq. ft. = US\$ \_\_\_\_\_

Mandatory Administrative fee = US\$ 75

Total Booth Cost = US\$ \_\_\_\_\_

### Sponsorship

**Featured Listing & Logo** (Mobile App) x US \$1800 = US\$ \_\_\_\_\_

**Online Floor Plan Banner** (Digital) x US \$2,200 = US\$ \_\_\_\_\_

**Aisle Sign Dangler** (Onsite) x US \$1,800 = US\$ \_\_\_\_\_

Total Sponsorship Cost = US\$ \_\_\_\_\_

Sponsorship pricing shown above is at a discounted rate when securing with space contract. See the Advertising & Sponsorship Brochure for additional opportunities.

### Payment Information

**DEPOSIT REQUIRED UPON RECEIVING INVOICE** (All payments must be made in U.S. dollars. Payment details will be included on invoice.)

- 30% due by June 30, 2023**
- 30% remaining due by May 23, 2024**
- 40% remaining due by November 21, 2024**
- 100% due upon receiving invoice if securing space after November 21, 2024**

- Check Mailed (U.S. funds only, payable to Messe Frankfurt, Inc.)
- Credit Cards (Web link to online payment portal provided with invoice)
- Bank Wire

**Contract is binding once submitted. For Cancellation Policy, see Event Terms and Conditions on following pages.**

### Signature

Name of legally responsible officer (please type or print name, title and sign below):  
We hereby accept the *Event Terms and Conditions* of the reverse of this contract.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### For Show Management

To be completed by Messe Frankfurt, Inc.

Initial: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_

## EVENT TERMS AND CONDITIONS

**MANAGEMENT:** The Event will be conducted under the direction of Messe Frankfurt, Inc., 3200 Windy Hill Road, Suite 500 W, Atlanta, Georgia; designated as "Management" in this document. An "Exhibitor" is an applicant that has been accepted for participation in the Event by Management. Acceptance of an Exhibitor shall be in written confirmation. The issuance of a Booth confirmation notice, in response to a submitted Exhibitor Contract, shall conclude the contact of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions of the contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors.

**EXHIBITOR BADGES:** 3 Exhibitor Badges per 100 sq ft. Badges over allotment incur a **\$35** fee per badge.

**CO-EXHIBITORS:** Co-exhibiting companies, who have not contracted square footage within event will incur a fee of **\$1,500**, which covers cost of participation and a show directory listing. Contact Sales Manager for complete details.

**SPACE REDUCTION:** Should an Exhibitor reduce the size of their contracted booth space, the Exhibitor will forfeit and pay to Messe Frankfurt, Inc., as liquidated damages, a sum of money equal to 100 percent of the full price of the Exhibitor's original booth space. Show Management has the right to reassign the Exhibitor to a different booth space based on the revised size requirements. Space reduction requests must be submitted in writing to management.

**CONDITIONS OF PAYMENT:** Any dispute by Exhibitor with any exhibition event services provided by Management or any affiliate, or the amount charged for the same shall be reported to Management in writing within 15 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect Exhibitors obligation to make payment within 15 days as set forth below). Failure to report any such dispute within such time shall constitute a waiver of any claim by Exhibitor with respect to such dispute. Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 15 days from the date of invoice or the date as indicated on the invoice. Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Management or any affiliate in pursuing and collecting payment. The liability of Exhibitor shall be joint and several with Third Parties. The party executing this agreement on behalf of Exhibitor acknowledges that it has the authority to do so and that by its execution it has caused Exhibitor and Third Parties to be jointly and severally bound by the terms hereof. Exhibitor represents that Third Parties will immediately be notified of the terms hereof. Notwithstanding to whom bills are rendered, Exhibitor and Third Parties shall remain jointly and severally obligated to pay to Management the amount of any bills rendered by Management within the time specified and until payment in full is received by Management. Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to Management.

**CANCELLATION POLICY:** Any Exhibitor who cancels all of their purchased booth space after submitting a signed booth space contract will forfeit and pay to Messe Frankfurt, Inc., as liquidated damages, a sum of money equal to 100 percent of the full price of the Exhibitor's booth space. In the event of a default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not Show Management enters into a further lease for the space involved. Cancellation requests must be submitted in writing to management.

**FORCE MAJEURE AND CANCELLATION:** In the event of fire, disaster, terrorism, threat of terrorism, civil disturbance, government or travel advisories, lockdowns, shutdowns, or other restrictions, hazardous weather, act of God, infectious disease, strike, war, acts of war, venue unavailability, or any other unforeseen occurrence that, in the sole opinion and discretion of MFI (Messe Frankfurt Inc.), renders the fulfillment of this contract commercially unreasonable, including commercially unreasonable financial impact to MFI, MFI will have the following options exercisable in its sole discretion upon notice to the Exhibitor ("MFI Notice of Election of Option"): (1) postpone the show to a future date(s) in which case the Exhibitor's contract will be automatically amended to be applicable to those dates, including use of assigned space under the contract's rules, regulations, terms, and conditions, without any right of cancellation or refund by or to the exhibitor;

(2) cancel the currently scheduled show, but hold a future edition of the show at a later time in which case the Exhibitor's contract will be automatically amended to be applicable to the next future edition of the show on that show edition's show dates including use of assigned space under the contract's same rules, regulations, terms, and conditions without any right of cancellation or refund by or to the exhibitor; or (3) cancel the currently scheduled show, and not hold a future edition of the show. If MFI elects option 3. Exhibitor's contract will be automatically cancelled as of the date of the MFI Notice of Election of Option and MFI, as its sole obligation to Exhibitor and the Exhibitor's sole remedy, shall within thirty days of the date of the MFI Notice of Election of Option refund to Exhibitor the money paid by Exhibitor as exhibit booth rental only, less a proportionate share of all expenses incurred by MFI as related to the exhibits, including, but not limited to: facility rental fees, packaged utility fees, and general contractor services (if applicable). For the avoidance of doubt, if Exhibitor's share of such expenses exceeds the money paid by Exhibitor as booth rental, Exhibitor will not be obligated to pay that difference to MFI.

In the unlikely event a show must be closed for force majeure during the actual event dates, MFI will prorate an amount of exhibit booth rental fee based on the duration of the show. Those funds will be transferred to the next edition of the show in accordance with item 2 above if MFI intends to hold a next edition or refunded to Exhibitor less prorated expenses in accordance with item 3 above if MFI elects not to hold a future edition of the show.

Except for the aforesaid rights and remedies, Exhibitor shall have no other claims or rights to damages against MFI arising out of a force majeure event, including, but not limited to, claims and damages for additional, unplanned or other expenses of the Exhibitor, Exhibitor waives all such claims. The information contained in MFI's marketing materials is preliminary and is subject to change.

**USE OF EXHIBIT SPACE:** The Exhibitor contracts to use the booth for the duration of the Event in conformity with Management's Display Guidelines. Management has the right to relocate a booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner. Show management reserves the right to revoke trade show participation privileges from unprofessional and/or disruptive individuals. Floor covering is required for all booths. Unusual or custom built booths must have Management approval. Management reserves the right to restrict or remove exhibits that are distracting or distract from the character of the Event. Booths must be set up prior to the opening of the Event. Management has the right to re-allocate a booth at its discretion if the Exhibitor has not appeared or begun to set up the booth 3 hours prior to the opening of the Event. The Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm contracted in the assigned exhibit space without the prior written consent of Show Management.

**BOOTH RESPONSIBILITY:** It will be the responsibility of the company who contracts the space to maintain personnel in the booth at all times during the show hours.

**EVENT SCHEDULE:** The duration of the event, set-up times and hours of operation shall be published in the Exhibitor Manual. Construction and dismantling hours must be adhered to unless written approval is received from Management.

**SALES ACTIVITIES:** All retail sales activities must have written approval by Management; any royalties or commissions resulting from sales activity must conform with the Event Terms and Conditions.

**PHOTOGRAPHY:** Management has permission to use the likeness of any person and/or products exhibited in photographs and in any and all other media, whether now known or hereafter existing. The exhibitor waives the right to inspect or approve the finished product, including written or electronic copy. Additionally, all rights to royalties or other compensation arising or related to use of the photograph are waived by the Exhibitor.

**ADVERTISING AND PUBLICITY:** All exhibitor promotional material and goods are limited to the designated display area. Exhibitors may not carry out publicity activities outside the boundary of the booth or in front of the Event without written permission from Management. Acoustic presentations are permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. Management reserves the right to cease any publicity/presentations that have not been approved and do not meet the standards of the Event.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

(TERMS AND CONDITIONS CONTINUED ON NEXT PAGE)

## EVENT TERMS AND CONDITIONS (Continued)

**MEDIA AND PRESS RELATIONS:** Any activities conducted by the media whether arranged by the Exhibitor or separately shall be conducted through the Management Press Office.

**EXCLUSION OF LIABILITY:** Management shall not be liable to an Exhibitor for damages caused by Acts of God, war, civil disturbances, fire, violence, building malfunction, inclement weather or any other circumstances beyond the control of Management, including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf. In addition, Management shall not be liable for the number of visitors or sales generated from participation.

**SECURITY AND LIABILITY:** All local, state and federal laws shall be observed during the Event in the exhibition area. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and Management personnel. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Event and have them available for inspection by Management. Management will provide Security during the construction of and dismantling times as well as throughout the duration of the Event, but will not be liable for the loss or damage of any exhibitor property. No one under the age of 16 will be permitted on the exhibit floor.

**INSURANCE:** The Exhibitor is responsible to provide sufficient insurance protection.

**EXHIBITOR MANUAL:** Specific information about booth construction, dismantling, transport companies, packing materials and rules, Exhibitor contained in the Exhibitor services etc. will be contained in the Exhibitor Manual.

**PREVENTION:** The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

**BOOTH DISMANTLE:** The exhibition area is to be returned by the Exhibitor in the same condition as it was handed over. In the case of any damage to the exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor's expense. If the clearance Management may have it cleared and the goods put in storage at the expense of the Exhibitor. Management shall assume no liability for exhibits left behind. **Any Exhibitor who begins to pack or dismantle their booth prior to the show closing will be charged a fee of \$1,000 and may forfeit any seniority to future shows.**

**COMMERCIAL TRADEMARK AND OTHER COMMERCIAL RIGHTS:** Management expects exhibitors to honor commercial trademarks and other commercial rights. In case of documented trademark or other commercial right infringements, Management reserves the right to exclude an exhibitor from the current and future events. This stipulation does not create an obligation for Management to take such action. Management does not accept any liability for commercial rights infringements that may be committed by an exhibitor.

**AMENDMENTS:** Any amendments to this contract shall only be accepted in writing and must be approved in writing by Management.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_