

HYDROVISION

INTERNATIONAL

CONTRACT

Between (Customer Name and Address) "Customer"

Sample Text

Suite 300, The Landmark @ One Market
San Francisco, CA 94105
US

Mr. Sarah Sample

sarah.sample@company.com

Trading As:

Sample Text

AND: "Organizer"

Clarion Events, Inc.

110 South Hartford Ave., Suite 200
Tulsa, OK
74120

Contract Information

Contract ID 00600zzzzzzzzzzAAA

Event Details

Event Sample Text

Product	Quantity	Sales Price	Total Price
	933.73	USD 164.94	

Stand Number Sample Text

Total Price USD 532.22

Package Description Sample Text

Prices do not include TAX

Contract Fees

Installment 1

Invoiced Immediately

Installment 2

Invoice 1 - Date 3/15/2021

Event Payment Link

Event Payment Link /pay?total=161.99&invoice=00600zzzzzzzzzzAAA

The Customer's offer to exhibit is made on receipt by the Organizer of the signed Exhibition Space Contract. The Organizer's acceptance is made upon dispatch of the contract countersigned by the Organizers.

Special Terms & Conditions

Special Terms Sample Text

Terms & Conditions

The following Terms and Conditions are part of the Exhibitor/Sponsor/Media Agreement order form to which they are attached. Such order form and the Contract Fees set forth thereon ("Fees"), together with these Terms and Conditions (collectively, the "Agreement"), with or without a payment, shall constitute a contract between Exhibitor/Sponsor or Customer on the one hand ("Customer"), and Organizer or Publisher on the other hand ("Organizer"), for Exhibition and/ or Sponsorship at the Event and/or for Media Services. Capitalized terms used in these Terms and Conditions and not defined have the meanings defined on the order form.

EXHIBITION SPACE AND SPONSORSHIP (if included on order form, then applicable)

- 1. Exhibit/Sponsor License.** Upon and subject to Organizer's acceptance of this Agreement, Organizer grants Customer a license to occupy the Exhibit Space ("Space") and/or perform the Sponsorship described on the order form during the Event. Such license is subject to Customer's compliance with this Agreement and the Exhibitor Manual. The Exhibitor Manual will be provided by Organizer to Customer approximately 4 months before the first day of the Event and contains specific rules related to the Event and to Customer's use of the Space and/or Sponsorship. Customer agrees to comply with the rules contained in the Exhibitor Manual and any venue rules applicable to the Event. Subletting or sharing of the Space and/or Sponsorship is prohibited. Organizer may change or modify Customer's Space location/number to a new location/number which Organizer deems to be equivalent to Customer's previous Space location/number.
- 2. Payments.** Customer agrees to pay the Fees in accordance with the payment schedule set forth on the order form. Without prejudice to any other rights and remedies available to Organizer, if Customer fails to make any payment of Fees when due, Customer agrees to pay a late fee to Organizer on such delinquent Fees of 1.5% per month or if less, the maximum rate allowed by applicable law, until paid in full. If any of Customer's Fees for Space, Sponsorship, or Media Services have not been fully paid, or any of Customer's Space remains unoccupied at the start of the opening day of the Event, Organizer will have the right, in its sole discretion, to license such Space to any other customer, or otherwise use such Space in any manner that Organizer chooses.
- 3. Cancellation by Customer.** In the event that Customer wishes to cancel some or all of its allotted Space and/or Sponsorship, Customer may request and Organizer may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to Organizer, (ii) Organizer is not required to refund any portion of monies (the first installment, if any, full Fees, or otherwise) previously paid by Customer, and (iii) Customer nevertheless agrees to pay the full Fees based on the original Space and/or Sponsorship before such cancellation will become effective. If Organizer grants such cancellation, Organizer assumes no responsibility or liability for having included the name of Customer in the Event catalog, brochures, news releases, website, or other materials. Upon cancellation of this Agreement, Organizer may (without prejudice to any other available remedy) resell the Space or Sponsorship in any manner as Organizer deems advisable in its sole discretion, without any obligation to Customer.
- 4. Customer Materials.** Only items which are, in the Organizer's opinion, within the scope of the Event may be exhibited, displayed or made available from the Space or as part of the Sponsorship. Organizer reserves the right to prohibit an exhibit or part of an exhibit that, in Organizer's sole discretion, may detract from the character or nature of the Event, and Customer Materials will not be permitted to interfere with any other exhibits, sponsorships, the Event itself, or access to exhibits or the free use of aisles. Customer is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Customer's Space, and (ii) literature, souvenirs, or other items that are not Customer's own materials. Customer will not display or distribute libelous, obscene or offensive materials. Customer may photograph, video or record solely Customer's own Space or Sponsorship and is prohibited from taking photographs, video or otherwise recording other exhibits or aspects of the Event without Organizer's prior approval. These prohibitions apply before, after, and during Event hours. All demonstrations and the distribution of promotional materials must be in accordance with this Agreement. Distribution of food or promotional giveaways must be approved in advance of the Event by Organizer. Customer agrees to deliver to Organizer all materials reasonably required for the performance of this Agreement, including but not limited to, an electronic copy of Customer's logo, in a format and within the deadlines set by Organizer. Customer understands and agrees that after initial proofing of Organizer's use of Customer's logo, any modification or revision of Customer's logo, trade name, or trademark in Customer's Materials is at the sole responsibility and direct cost of Customer. If Customer requests an increase of its Space or Sponsorship or other services (other than upgraded Exhibitor Listings, ancillary add-ons, or for other enhanced services that in the aggregate are less than U.S. \$1,500), a new agreement is required.
- 5. Name, Likeness and Certain Other Rights.** Customer hereby grants Organizer the non-exclusive and royalty free right, solely in connection with the Event (including in any form of media created by Organizer) to (i) use Customer's name and logo, (ii) photograph Customer's Space or Sponsorship, and any of its personnel, representatives and visitors attending the Event, and use such photographs in connection with the Event, including in advertising and promoting the Event, and (iii) photograph, record in audio, video or other format, transcribe, accurately summarize, and otherwise document Customer's participation in the Event, and the right to distribute the same throughout the world in all media now known or hereafter developed.
- 6. Copyrighted Material.** Customer agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. Organizer reserves the right to remove any Customer Material incorporating copyrighted material for which such Customer fails to timely provide sufficient evidence of authorization. Organizer also reserves the right to revoke the Space and/or Sponsorship as a result of the extent of such copyright infringement.
- 7. Soliciting/Social Functions.** Customer is prohibited from distributing items at the Event other than as provided for in the Space or Sponsorship. Canvassing at any time during the Event or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid customer is strictly forbidden. Provided Customer has obtained prior written permission from Organizer, Customer may conduct social functions in public areas of the Event venue, host hotel, or other properties in the vicinity of the Event as long as such functions do not conflict with scheduled Event programs or activities.
- 8. Customer Personnel.** Specialists qualified to discuss Customer's products must be present during Event hours. Customer will conduct

itself and will require its personnel and representatives to conduct themselves at all times during the Event in accordance with customary standards of decorum and good taste.

9. **Liability.** All Customer Materials and other items brought into the Event by the Customer, its personnel, agents and representatives are the sole responsibility of and at the sole risk of the Customer. Customer assumes full responsibility and liability for the actions of its personnel, agents, representatives and guests. Anyone visiting, viewing, or otherwise participating in Customer's Space and/or Sponsorship is deemed to be the guest of Customer while doing so, and not the invitee, licensee, or guest of Organizer. Organizer, its affiliates, agents and representatives will not be responsible for any injury, loss, or damage to Customer or to Customer's personnel, representatives, or guests, or any of their property.

10. **Insurance.** Customer will at all times maintain in force insurance with a reputable insurance company sufficient to cover the liabilities of Customer under this Agreement, including, without limitation, commercial general liability insurance with a coverage limit of not less than \$1 million per occurrence. The amount and scope of such insurance must be reasonably satisfactory to Organizer. As a condition to its participation in the Event, Customer will provide Organizer with a certificate of insurance verifying that the required insurance is and will remain in place for the duration of the Event and naming the Organizer and the Event venue as additional insureds.

11. **No Warranty.** Organizer does not make any representation or warranty (express or implied) as to the Event. Without limiting the generality of the foregoing, Organizer makes no representation or warranty as to the number of Event attendees or as to the presence, absence or location of any other customer.

PRINT/ONLINE MEDIA (if included on order form, then applicable)

12. **Definitions.** The following words shall have these meanings: "IO" means Insertion Order, "Program(s)" means the print and/or online advertising services, video or creative campaigns, and other programs that Customer has purchased from Organizer pursuant to the IO, "Specifications" mean those certain criteria and parameters set forth by Organizer for the Programs, "Ad" means the Advertising Materials taken together and displayed in print or on the Site, "Specifications" mean those certain criteria and parameters set forth by Organizer for the Programs, "Advertising Material" means those certain advertising materials submitted by Customer to Organizer pursuant to the IO including, but not limited to, all art, designs, words, messages, deals, rates, and software code associated with such materials (pixels, tags, JavaScript), and "Site" means that certain print publication and/or site owned and controlled by Organizer that will host the Ad.

13. **Rates.** Customer is contracting for the Program. All rates are net at the current rate card and subject to the terms and conditions of the current rate card in addition to those herein. Applicable taxes, if any, will be assessed at invoicing. If all items listed in the IO are not completed as defined in the IO, Customer will be short rated the discount received on all executed Programs.

14. **Customer Payments.** The initial invoice will be sent by Organizer to Customer at the beginning of the Program. Customer will make payment to Organizer 30 days from date of invoice or as otherwise stated in a payment schedule set forth on the IO or order form, as applicable.

15. **Customer Materials, Late Creative.** All proposed advertising and all Advertising Materials are subject to Organizer's approval. Organizer reserves the right to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials, or the website to which the Ad is linked do not comply with the Specifications. Organizer further reserves, in its sole discretion, the right to deny or terminate advertiser creative, or third-party creative employing behavioral tracking for purposes of capturing data or resale, that could be deemed in conflict with international Governing Data standards or that do not comply with any applicable federal, state, or international laws or other judicial or administrative order. Customer is responsible for delivering the Advertising Material in a format and within the deadlines set by Organizer (the "Material Due Date"). If the Advertising Materials are not received by the Material Due Date, Organizer has the right to charge the Customer on a pro rata basis based on the full IO for each day the Advertising Materials are not received. If Advertising Materials are late based on the IO, Organizer is not required to guarantee full delivery of the Ad pursuant to the IO. No proofing of Ads or changes will be accepted after the Material Due Date.

16. **Ad Placement and Positioning.** Based on the IO, including all ad placement restrictions, Organizer will create a reasonably balanced delivery schedule. Organizer will provide, within the scope of the IO, the Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Customer in writing.

17. **Advertising Program Metrics.** Organizer's systems and analytic tools will be used to determine the metrics for the Program. Organizer sells on an open, "real estate" basis using one or more rotations with no pre-set impression caps, rates or frequency. Organizer will not be held to quotas or ratios guaranteeing certain percentages of viewable impressions against the metric yield.

18. **Service Availability, Errors, and Omissions.** Organizer does not warrant that the operation of its service or Site will be uninterrupted or error-free and assumes no liability for any omission or delay of any impression and/or any advertising.

19. **Rights of Use.** Customer represents and warrants that it holds the necessary rights to permit the use of the Advertising Material and any material to which users can link through the advertising facilitated by Organizer, and that the use, reproduction, distribution, or transmission of the Advertising Material, and any material to which users can link through the advertising, will not violate any laws or any rights of any third parties, including infringement of the copyright or other intellectual property rights of third parties. By executing and delivering the IO and this Agreement, Customer grants to Organizer a fully paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce the Advertising Material and the name of the Customer, unless otherwise specified in writing by the Customer.

20. **Changes, Cancellations, and Postponements of Programs.** Any changes and/or cancellations to the IO will be effective 30 days after received in writing. Cover and premium positions are non-cancellable. Customer may elect to postpone an advertising program with no penalty if at least 15 days' notice is provided to Organizer in writing. Any program listed on the IO that is postponed at the request of Customer in accordance with this provision must be rescheduled within the calendar year based on availability. If not rescheduled within the calendar year, then Customer agrees to pay the full IO price for any new Program.

APPLICABLE TO ALL ORDERS

21. **Remedies.** If Customer fails to make any payment when due or otherwise breaches any provision of this Agreement or any other agreement between Organizer and Customer or Customer is or is deemed by law to be, or declares or admits itself to be, insolvent, bankrupt

or unable to pay its debts as they fall due or Customer suspends or ceases to carry on (or threatens to suspend or to cease to carry on) all or a substantial part of its business, Organizer will have the right to exercise any one or more of the following remedies (subject to any applicable cure period provided in the next sentence): (i) terminate the Agreement in whole or in part; (ii) revoke the Space, Sponsorship, or Program or any portion of such Space, Sponsorship, or Program, (iii) seek monetary damages or to have any provisions of the Agreement specifically enforced; and/or (iv) exercise any other remedy available at law or equity. Organizer may exercise such remedies: (i) immediately as to any breach occurring during the Event, and (ii) if any other breach is not fully cured within 5 days after Organizer gives Customer written notice of such breach. In addition to its other rights and remedies, Organizer may retain all monies received from Customer as liquidated damages, it being understood that Organizer's losses and damages from Customer's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty.

22. **Limitation of Liability.** ORGANIZER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER INCLUDING ANY LOSS OF PROFIT OR REVENUE, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, OR ANY OTHER FINANCIAL OR ECONOMIC LOSS, EVEN IF ORGANIZER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ORGANIZER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIM(S) WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ORGANIZER HEREUNDER FOR THE RESPECTIVE EVENT TO WHICH SUCH CLAIM(S) RELATE(S). NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY IN RESPECT OF FRAUD AND/OR FRAUDULENT MISREPRESENTATION.

23. **Indemnity.** Customer agrees to defend, indemnify, and hold harmless Organizer, the Event venue (if applicable), and their respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of Customer and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the display, broadcast, performance, distribution, or publication of any Advertising Materials or other Customer Materials for the Space, Sponsorship or Programs violates the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which the Organizer may have or be entitled to under this Agreement and/or applicable laws.

24. **Force Majeure.** Organizer shall not be liable for any failure to perform any of its obligations or delay under this Agreement as a result of any cause or event beyond its reasonable control including but not limited to any strikes or labour disputes, riots or civil commotion, acts of God, fire, flood, explosion, earthquake, storm or other natural disaster, failure of the Internet, computer server failures or any problems related to such failures, disease, pandemic, health epidemics or quarantine restrictions, travel restrictions, any act of a governmental, civil, health or military authority, war, embargoes, or shortage of suppliers or materials ("Force Majeure").

25. **Relief Events.** Save only to the extent that the following circumstances in this provision do not qualify as Force Majeure events for any reason whatsoever, Organizer shall not be liable for any failure to perform any of its obligations or delay under this Agreement: (i) as a result of any legislation, regulation, ruling, action or guidance of any relevant government, court or any competent national or international authority (including, without limitation, any public health authority) prohibits, restricts or advises against: (a) the hosting of mass gatherings and/or events with effect at any point on or before the date(s) of the Event; (b) any international travel to any or all of the United States of America (including any such restrictions or guidance issued by any of the aforementioned type of authorities having their jurisdiction outside of the United States of America) and/or any domestic travel or movement of persons within the United States of America with effect at any point on or before the date(s) of the Event; and/or (ii) as a result of or in connection with any disease, pandemic or health epidemic which, in the sole and absolute discretion of Organizer, may present public health issues or concerns in relation to the hosting of the Event on the original dates and/or in its original location and/or format, (together "Relief Events").

26. **Cancellation or Changes to Event.** Organizer has the right to cancel, alter in character or reduce in scale an Event, or to change the name of an Event, or to change the location, or to split an Event into one or more events, or to combine, merge or co-locate an Event with one or more other events, or to shorten or extend an Event period, or to reschedule an Event, at any time: (i) if, in the sole and absolute discretion of Organizer: (a) it is unreasonable or impractical for Organizer to permit Customer to occupy the Space or perform its Sponsorship during all or any part of the Event; and/or (b) the Event venue or location (or any part thereof) is rendered unfit, unsafe or unavailable due to Force Majeure; and/or (c) the Event, or attendance or participation therein, is prevented, restricted, curtailed or otherwise adversely affected as a result of Force Majeure; and/or (d) Organizer considers that the hosting of the Event may present public health issues or concerns as a result of Force Majeure; and/or (e) the practical or economic feasibility or viability of the Event is adversely affected by Force Majeure; or (ii) for any other reason whatsoever including but not limited to Relief Events.

27. **Consequences of Variation.** In the event of any such cancellation, re-location, alteration in character or reduction in scale of an Event, or any such shortening of an Event period, or any rescheduling of an Event pursuant to clause 26 above, the parties acknowledge and agree that: (i) Organizer shall not have any liability to Customer for any refund, additional expenses or charges or to make payment for any other loss or damage suffered by Customer whatsoever; and (ii) Organizer, in its sole and absolute discretion, may (but shall not be obliged to) either (a) refund to the Customer (without interest), or (b) transfer to a deferred Event, or (c) credit to the Customer for use in connection with another trade show event managed by the Organizer (including its affiliates), such portion of any payment(s) already made by the Customer in respect of the affected Event as the Organizer, in its sole and absolute discretion, deems to be fair, reasonable and appropriate in the circumstances and, without limitation, having regard to the costs and expenses incurred by Organizer in connection with the Event. Customer acknowledges the sufficiency of the above discretionary options and accepts this in complete settlement and discharge of all claims against the Organizer. For the avoidance of doubt, Organizer shall not be responsible or liable in any way to the Customer, and the Customer shall have no claim against the Organizer, should any governmental or regulatory authority ban, restrict or refuse participation at the Event by the Customer.

28. **Law and Jurisdiction.** The validity, construction and performance of the Agreement will be governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws, and will be subject to the exclusive jurisdiction and venue of the State and Federal Courts located in the county of New Castle. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL.

29. **Compliance with Law; Taxes and Licenses.** Customer will comply with all Federal, state and local laws and regulations, union rules, regulations and requirements, and rules of the Event venue, in each case applicable to Customer, including but not limited to all laws and

regulations governing accessibility or data protection. Customer will be responsible for obtaining any licenses or permits required for Customer's activities at the Event or for the Program. Customer will be responsible for obtaining any tax identification numbers and paying all applicable taxes, license fees, use fees, or other charges (including but not limited to value added tax and sales tax, if any) in connection with Customer's activities related to the Event or the Programs.

30. Other Matters. The Event and the Site are owned, managed, and produced by Organizer. Nothing in this Agreement will create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Space, Sponsorship, or Services. This Agreement may not be modified or amended except in writing signed by each party, and no provision of this Agreement will be deemed waived by Organizer unless such waiver is in writing signed by Organizer. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement may be assigned by Organizer but may not be assigned by Customer without Organizer's prior written consent. This Agreement may be executed in two or more counterparts, including by facsimile or electronic copy, each of which will be deemed to be an original, but which together will constitute one and the same instrument. Headings in this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.

Customer's signature below signifies that Customer has read, understands, and agrees to be bound by all the terms and conditions in this Agreement. Also, by signing below, Customer acknowledges that if Customer has deemed it necessary or desirable, Customer has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this Agreement. The undersigned represents that he/she is authorized to execute this Agreement on behalf of Customer and to bind Customer to perform its obligations under this Agreement.

Signed:
Position in Company:

Print Name:
Date:

COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE FROM ORGANIZER

SIGNATURE:



PRINT:
Leah Steinhardt
TITLE:
Director Show and Media