

APPLICATION & LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION



EXHIBITOR CORRESPONDENCE (**the below information will be used for all show correspondence)

Company: _____ *This name will be listed on all show materials
Key Contact Name: _____ Email Address: _____
Address: _____
City: _____ State: _____ Zip: _____ Country: _____ Cell: _____
Telephone: _____ Fax: _____ Website: _____
Product Description for Booth Placement: _____

BILLING INFORMATION (IF DIFFERENT FROM ABOVE) : Please advise in writing.

EXHIBIT SPACE: Pricing Package - PLEASE CHECK APPROPRIATE SHOW BELOW.

LOS ANGELES CHRISTMAS CASH & CARRY GIFT SHOW: October 9-11, 2020

Located at the Los Angeles Convention Center, West Hall B
Section: Gift/ Other Jewelry Vault
\$1,350 per 10x10 – Each corner additional \$125
Booth Package: 8' high back & 3' side drapes, unlimited on-site drayage, booth ID sign, 2 chairs

Booth# 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

SAN MATEO CASH & CARRY GIFT SHOW: November 6-8, 2020

Located at the San Mateo County Event Center, Expo Hall
\$1,285 per 10x10 - Each corner additional \$125
Booth package: 8' high back & 8' side drapes, booth ID sign, 1 chair, 6' skirted table, wastebasket

Booth# 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

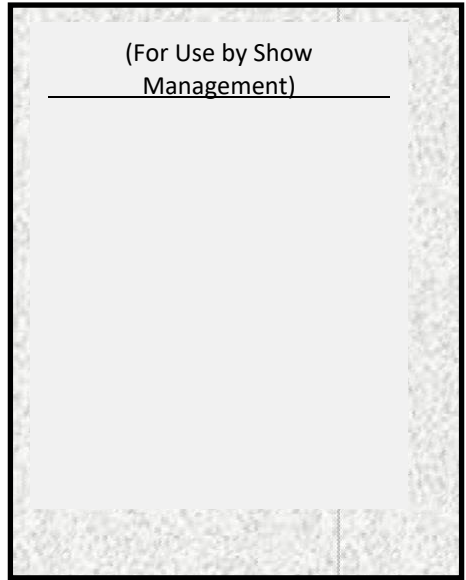
TACOMA CASH & CARRY GIFT SHOW: November 13-15, 2020

Located at the Greater Tacoma Convention Center, Exhibition Hall
\$1,250 per 10x10 - Each corner additional \$125
Booth package: 8' high back & 8' side drapes, booth ID sign, 1 chair, 6' skirted table, wastebasket

Booth# 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

I would like to be beside or near the following companies or products: _____

I would not like to be beside or near the following companies or products: _____



PAYMENT TERMS, SCHEDULE, & CANCELLATION POLICY

Mail payments to: 800 Old Roswell Lakes Parkway, Suite 130,
Roswell, GA 30076

Please make checks payable to Pinnacle Shows with the name of the show.

CREDIT CARD PAYMENT OPTION – If you prefer to pay with credit card, complete and return the attached Credit Card Authorization Form.

NOTE: There is a 1.5% Convenience Fee Applied to All Credit Cards.

PAYMENT SCHEDULE: Deposit (50%) due by May 7, 2020 or upon signing of contract, whichever is later. All applications submitted past initial deadline date must include a 50% deposit. Booth assignments will not be final until 50% deposit is received. **Final payment: due by August 6, 2020.** Full payment due with contracts submitted after August 6, 2020. **A \$200 deposit is due with each contract if turned in before the deposit payment due date.**

A cancellation fee of 50% of the total exhibit space will be applied for cancellations 90 days or more prior to the show opening, deposits are non-refundable. A cancellation fee of 100% of the total exhibit space will be applied for cancellations less than 90 days prior to the show. Exhibit space assignment cannot be made without the required payment. Exhibit space reservation cannot be guaranteed if payment schedule is not maintained. By signing this agreement the exhibitor agrees to receive fax and e-mails correspondence from Pinnacle Shows

Signature: _____ Date _____

Typing your name here authorizes as an official signature. **PLEASE RETURN THIS CONTRACT TO:**
PINNACLE SHOWS, LLC FAX: 678-348-7676 • MAIL: 800 Old Roswell Lakes Parkway, Suite 130, Roswell, GA 30076
PHONE: 404.405.3590

PINNACLE SHOWS

Credit Card Authorization Form

I (card holder name) _____ with (company name) _____
_____ authorize Pinnacle Shows, LLC to charge the
amount of \$ _____ for the **Los Angeles, San Mateo or Tacoma Christmas Cash &
Carry Gift Shows**. The charge will be put through on (date) _____.

Please fill out in full the below credit card information. **Sign and fax back**

Please charge to: Master Card Visa AMEX Discover

A 1.5% CONVENIENCE FEE IS APPLIED TO ALL CREDIT CARD

Account No. _____ **CHARGES** _____

Exp. Date: _____ V Code _____ Amount \$ _____

Name as it appears on card (please print): _____

Authorized Signature: _____

Date: _____

Billing Address

Street Address: _____

City: _____ State: _____ Zip: _____

Deposit Payment: \$ _____ Date: _____

Final Payment: \$ _____ Date: _____

- Please check here to authorize the processing of balance with this credit card upon verbal approval to Pinnacle Shows

If you have any questions please contact Evan Shoda, Pinnacle Shows at
evan@pinnacle-shows.com or 404.405.3590

Thank you for your Business.

Individual Processing Credit Card Payment: _____

Fax: 678.348.7676

Mail: Pinnacle Shows, 800 Old Roswell Lakes Parkway, Suite 130
Roswell, GA 30076

TERMS AND CONDITIONS

1. **CONTRACT:** This Application, Properly Executed by applicant (Exhibitor), shall, upon written acceptance by Pinnacle Shows, LLC (herein after called Show Management), constitutes a valid and binding contract.

2. **ASSIGNMENT OF SPACE:** It is understood by Exhibitor that space will be assigned to Exhibitor by Show Management at Show Management's sole discretion. Notification of space assignment shall be mailed to Exhibitor. After assignment, space location may not be changed, transferred or canceled except on written request and with the subsequent written approval of Show Management. Space assignments may be revoked or changed by Show Management if Exhibitor fails to meet payment deadlines. The size and location of Exhibitor's space may, at Show Management's election, differ from show to show. Notwithstanding and aforementioned, Show Management reserves the right to relocate Exhibitor. Show Management will make every effort by phone, fax and mail to notify Exhibitor of such relocation. Show Management assumes no responsibility whatsoever for exhibitor's goods, products or fixtures before, during or after the show.

In assigning exhibit space, Show Management shall carefully consider and at its sole discretion weigh collectively such factors (NOTE--factors are not presented in priority order nor to be construed to be weighed or prioritize) as:

- A. The size of exhibit space requested versus the overall space available for allocation to eligible exhibitors;
- B. The need to accommodate and encourage the introduction of new products for the buyer's benefit;
- C. The quality and creativity of the product displays;
- D. The continuity and length of an Exhibitor's previous exhibit activity;
- E. The size and shape of the space need as it relates to the effective display of an applicant's products for the convenience and benefit of the buyers;
- F. The Exhibitor's commitment to aggressively promote buyer attendance both independently and in cooperation with Show Management; and
- G. The need to balance traffic and promote buyer activity in all exhibit areas.

3. **PAYMENT OF FEES:** A minimum deposit of fifty percent (50%) per booth is required by Show Management with the application, no later than the deposit due date specified on the space application, which, upon acceptance, shall be non-refundable except under conditions stated in 4 below. The balance will be the final balance due date specified on the space application. Acceptance of deposited fees does not guarantee exhibit space in the show. There will be a twenty (\$20) service charge for all checks returned by the bank.

4. **REFUND POLICY:** Policy for written cancellations will be governed as follows (effective date of cancellation is upon receipt by Show Management): A cancellation fee of 50% of total exhibition space will be applied for cancellations 90 days or more prior to the show. A cancellation fee of 100% of total exhibition space will be applied for cancellations less than 90 days prior to the show. **Show Management will implement an additional \$250 Administrative Fee for every contracted booth that is cancelled less than 90 days prior to the show.** Exhibit space assignment cannot be made without required payment. Exhibit space reservation cannot be guaranteed if payment schedule is not maintained.

5. **DEFAULT:** A. Failure on the part of Exhibitor to meet payment deadlines as required herein shall entitle Show Management, at its election, to terminate this contract and retain all fees previously paid to Show Management. B. It is further understood that in the event of cancellation by Exhibitor, Show Management shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation of refund to Exhibitor, except as provided in 4 above. C. Show Management reserves the right to prohibit, close, correct, remove or eliminate any exhibit or display or any part thereof including signs, printed matter, souvenirs, visuals and catalogs or any conduct, action, noise or activity which, in Show Management's corrective response is specifically covered in this contract or in the Rules & Regulations for Exhibitors attached hereto as Exhibit A and incorporated herein (the "Rules"). Show Management's rights as set forth in 5(C) include, without limitation, the cancellation of this lease, the closing of Exhibitor's exhibit or display of the Exhibitor's merchandise. In exercising its rights under this paragraph, Exhibitor agrees that Show Management shall have no liability whatsoever to Exhibitor. **D. Failure on the part of Exhibitor to set up booth space or fail to notify Show Management that Exhibitor cannot set up booth space by 6:00 p.m. on the last move-in day shall result in the forfeiture of exhibitor space. Show Management at its sole discretion shall attempt to contact Exhibitor prior to forfeiture of space but is not obligated to do so. In the event that Exhibitor arrives after booth space has been forfeited, Show management shall make every reasonable attempt to reassign Exhibitor booth space within the show.**

6. **RULES & REGULATIONS FOR EXHIBITORS:** The exhibitor shall abide by the Rules, together with any amendments thereto adopted by Show Management from time to time of which Exhibitor shall receive notice. Under unusual circumstances, and at its own discretion, Show Management may also make specific exceptions to or changes in, the Rules without necessarily establishing a precedent or applying the modification beyond the specific case involved. Show Management shall have final authority as to the interpretation of the Rules, and their application, and shall have the authority to establish penalties in the event of violations.

7. **SUBLETTING PROHIBITED:** Subletting, licensing or sharing of space by Exhibitor, or use of space assigned to Exhibitor by anyone other than Exhibitor, is expressly prohibited. Exhibitor shall not display signs, issue literature, exhibit or permit to be exhibited in the space allotted to it any merchandise other than specified in the exhibit contract. Violation of the terms of this paragraph will result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.

8. **SAMPLE SELLING POLICIES:** *In keeping with the wholesale nature and intent of the show, the sale of samples or merchandise for delivery at point of sale during the show is expressly prohibited and, therefore, no merchandise will be permitted to leave the exhibit floor. This does not apply to exhibitors that have been identified and approved by show management as immediate delivery (cash & carry) exhibitors, when exhibiting in Pinnacle Shows events that have a designated area for immediate delivery/cash and carry. All booths must remain fully intact until the official close of show for the benefit of the buyers. Violations of the terms of this paragraph may result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.*

9. **RELEASE & INDEMNIFICATION:** If the show or any part thereof is prevented from being held, is canceled by Show Management, or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause. Show Management shall determine and refund to Exhibitor its proportionate share of the balance or the aggregate exhibit fee received which remains after deducting expenses incurred by Show Management and reasonable compensation to Show Management, but in no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid. Neither Show Management nor any of its owners, officers, agents, employees and other representatives or advisors shall be held accountable or liable for, and the same are hereby released from, accountability or liability for any damage, loss, harm or injury to the person or any property of Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect and hold Show Management and its owners, officers, agents, employees and other representatives or advisors harmless against any an all claims, demands suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature that might result from or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees, invitees, or other representatives.

10. **COMPLIANCE:** The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and or owners of the property wherein the show is held. It is further agreed that the Exhibitor will abide by and comply with the rules and regulations concerning local unions having jurisdiction in the property wherein the show is held or with authorized contractors employed by Show Management.

11. **MISCELLANEOUS:** You have provided your fax and/or email to Pinnacle Shows as part of the exhibitor application process. Pinnacle Shows, LLC does not use customer lists for any activities not associated with our shows. Periodically, messages, containing information, updates and special offers about this or other Pinnacle Shows events will be sent to you at this email or fax number. You will have the opportunity to be removed from these lists when/if you receive messages.

12. **EXHIBITOR INSURANCE:** Exhibitors are urged to obtain exhibition insurance through their own insurance company to cover their personnel, exhibit material and equipment for the duration of move-in, show days, and move-out including public liability, property damage, fire and theft, etc.

13. These Terms & Conditions supersede any and all previous negotiations, understandings, brochures, procedures, rules and practices that may have governed the conduct of the show. In signing this contract, Exhibitor acknowledges that there are no representations between Show Management and the Exhibitor other than those contained in this contract.