



## VENDOR CONTRACT APPLICATION FOR EXHIBIT SPACE

We hereby apply for exhibit space(s) at B-Groomed Inc. - Expo 2016. We acknowledge that B-Groomed, Inc. Management will assign available exhibit spaces at its discretion, including location. **We further understand that no exhibit will be assigned without 100% payment of exhibit fees.**

Company Name: (as it appears in show listing) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Key Contact \_\_\_\_\_ Show Site Contact \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_ Website \_\_\_\_\_

### Brand Information - B-Groomed 2016 Exhibitor Product/Service Categories

MUST ANSWER THE FOLLOWING QUESTIONS - Please check the appropriate categories of products or services that will be exhibited.

- |   |   |  |  |                                      |
|---|---|--|--|--------------------------------------|
| <b>PRODUCTS &amp; SERVICES</b>                    | <input type="checkbox"/> Manicure & Pedicure  | <input type="checkbox"/> Business & Finance    | <input type="checkbox"/> Liquor or Barware | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Beard Products           | <input type="checkbox"/> Clothing/Fashion     | <input type="checkbox"/> Media                 | <input type="checkbox"/> Man Cave Decor    |                                      |
| <input type="checkbox"/> Grooming Tools           | <input type="checkbox"/> Jewelry/Accessories  | <input type="checkbox"/> Automotive            | <input type="checkbox"/> Electronics       |                                      |
| <input type="checkbox"/> Hair Products            | <input type="checkbox"/> Health & Wellness    | <input type="checkbox"/> Sporting Goods        | <input type="checkbox"/> Gaming/Gadgets    |                                      |
| <input type="checkbox"/> Skin Care/ Skin Products | <input type="checkbox"/> Education & Training | <input type="checkbox"/> Tobacco & Accessories |  |                                      |

### Exhibit Space Rates

Each exhibit space includes: 4 exhibitor badges, Company listing in show guide and website, No additional handcart charge

- 10' x 10' Exhibit Space \$500.00
- 10' x 20' Exhibit Space \$750.00

### Exhibit Space Location

Please indicate your exhibit space location based on the numbering of the 2016 floor plan. If no exhibit space preference is listed, Show Management will assign per its discretion.

Two (2) exhibit location #'s you would prefer: 1st \_\_\_\_\_  
 2nd \_\_\_\_\_ Please list any companies you prefer not to be placed by if possible: \_\_\_\_\_

### Marketing & Advertising

Expo Look Book Color Advertising Rates:

- 1/2 Page \$500.00
- Full Page \$1,000.00

Additional Expo Brand Exposure:

- Banner Stand - \$500.00 per banner placement
- Outdoor Feather Banners - \$500.00 per banner placement
- Wristbands - \$2,500.00 per logo placement

Digital Media Opportunities:

- E-Blast - \$100.00 ea.
- B-Groomed Web Ad Banners - \$200.00 per month (min. 3)
- Social Media Post - \$100.00 ea.

**DO NOT WRITE IN THIS SPACE. FOR MANAGEMENT ONLY**

Space(s) Assigned: \_\_\_\_\_ Amount Rec'd \$ \_\_\_\_\_

Date Received \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

Accepted By \_\_\_\_\_

### Payment Options

**1. eCheck:** Billing Address \_\_\_\_\_

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

Bank Name \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date funds to be debited \_\_\_\_/\_\_\_\_/2016

Name on Account \_\_\_\_\_

- Business Checking     Personal Checking     Savings

**2. MAIL:** Amount Enclosed \_\_\_\_\_ Date \_\_\_\_\_

Check# \_\_\_\_\_ *Make Checks Payable to B-Groomed, Inc.*

4102 Alexander Circle NE, Atlanta, GA 30326 Attn: Ryan Nelson

**3. WIRE TRANSFER:** For payment instructions please contact

Ryan Nelson at 808-276-3103 • Ryan@B-Groomed.com

**FULL PAYMENT IS DUE WITH ALL CONTRACTS:** Contracts have a 72 hour grace period for withdrawal and refund, provided application received more than 14 days prior to event. There are no refunds whatsoever for any reason after the 72 hour grace period has ended for contracts received prior to 11/27/2016, and no refunds at any time for contracts received after 11/27/2016.

*No exhibitor can display in his booth any products, equipment or merchandise of any kind that was not included in booth contract description. Failure to abide will result in immediate removal from exhibit hall with all monies forfeited to show management.*

*B-Groomed, Inc. may, without incurring any liability of any kind whatsoever, require an Exhibitor who violates any of the provisions of this contract or of its Conditions and Regulations, to remove forthwith together with his products, equipment and furniture, from the show. Upon a breach of the contract by the Exhibitor, the management of the Show shall have the right to retain all fees and deposits therefore paid as liquidated and not as a penalty.*

**LIABILITY INSURANCE IS MANDATORY:** Exhibitor must provide B-Groomed, Inc. with a certificate of Insurance by December 3, 2016

*We understand that this application will become a binding contract upon acceptance by B-Groomed, Inc. and is subject to the terms, conditions, rules and regulations which constitute a part of, or are included in this application and contract.*

**Signature:** \_\_\_\_\_

*This and the following page must be completed & submitted. Exhibits will not be assigned unless all pages are signed and returned to B-Groomed Show Management.*

# B-GROOMED, INC. 2016 TERMS AND CONDITIONS

## 1) CONTRACT FOR SPACE:

a) Exhibitor's application for Exhibit Space in the B-Groomed Tour for 2016 (hereinafter, "B-Groomed"), properly executed by Exhibitor, shall upon written acceptance by Show Management constitute a valid and binding agreement subject to the terms and conditions contained herein. Show Management reserves the right to accept or reject any application for any reason.

b) B-Groomed for Atlanta 2016 is scheduled December 11, 2016 (the "Show Date"). Show Management shall make the show floor available for Exhibitor move-in December 11, 2016 7:00 a.m. – 9:30 a.m. Exhibitor move-out will be from 7:00 p.m. – 9:00 p.m., December 11, 2016. The move-in time, the Show Date, and the move out time may be referred to collectively as the "Show Period."

c) Show Management will not process Exhibitor's application for Exhibit Space until it has received from Exhibitor full payment of the total estimated cost of the Exhibit Space requested by Exhibitor (the "Deposit").

d) Application processing is not an assurance of eligibility. Show Management reserves the right to reject or prohibit any exhibit in whole or in part, or any Exhibitor, or its representatives, at its discretion, with or without cause. Additionally, Show Management reserves the right to remove from the show site, at Exhibitor's expense, any merchandise Show Management deems unsuitable for display, or promotes products and services that Show Management deems ineligible for display under the terms and conditions of this Agreement. Further, Show Management reserves the right to exclude from display or demonstration any exhibit, or part thereof, that Show Management considers, at its discretion, to be objectionable or disturbing of the harmony of the B-Groomed show.

**2) EXHIBITOR RELEASE:** Show Management maintains a general commercial liability policy covering the B-Groomed show as set forth in Section 17 of this Agreement (the "Policy"). By submitting the Application for Exhibit Space, Exhibitor, Exhibitor's subsidiaries, affiliates, agents and successors in interest release Show Management from liability for any loss or injury to Exhibitor that exceeds or falls outside the coverage of the Policy and which arises from or is associated with Exhibitor's participation in the B-Groomed show, and the cause of which loss is directly attributable to the venue premises or negligence on the part of Show Management.

**3) EXHIBITOR ACCESS TO GUIDELINES AND RESOURCES:** Upon receipt by Show Management of the Deposit, Exhibitor will receive access to web-based information, guidelines and resources designed to assist Exhibitor in planning for and effectuating the move-in, set-up and move-out of Exhibitor's exhibit (the "Guidelines"). Exhibitor shall comply with the Guidelines at all times during the Show Period.

**4) ELIGIBILITY:** B-Groomed is a showcase of products and services intended for use and sale in the men's grooming, fashion, and luxury lifestyle industry. To be eligible for Exhibit Space, Exhibitor must be a manufacturer or distributor of men's grooming related products and services, or be a barbershop/salon, fashion, clothing, accessories, school, sports, automotive, man cave decor, barware, electronics, gaming, tobacco, alcohol, industry entrepreneur or other bona fide men's industry contributor. Show Management determines, in its sole discretion, the eligibility of any company or product for exhibit. Examples of products that are not eligible, without prior written consent, include (but are not limited to) counterfeit products, products or services associated with illegal, offensive, or discriminatory behaviors or activities. Show Management further reserves the right to limit the maximum number of exhibitors of certain other products to ten percent (20%) of the total number of exhibiting companies. Exceptions to these rules are solely at the discretion of the Show Management.

## 5) SPACE ASSIGNMENT; USE OF SPACE:

a) Exhibit Spaces are the sole property of Show Management. Assignment of Exhibit Spaces and any relocation of Exhibit Spaces shall be determined in the sole discretion of Show Management. Exhibitor has access to and use of assigned Exhibit Spaces pursuant to the terms and conditions of this Agreement only. Nothing in this Agreement shall be construed as providing to Exhibitor any possessory interest in the Exhibit Space for any length of time. To any extent an Exhibitor may claim a possessory interest in an Exhibit Space, Exhibitor affirmatively and absolutely waives such interest.

## b) Restrictions on use of Exhibit Spaces:

1. No Exhibitor will be permitted to move a display once the B-Groomed show opens. Only the Exhibitor contracting for a designated space may occupy said space. Exhibitors are not permitted to: (i) sublet, transfer or assign space, in whole or in part; (ii) permit the use of the space for any purpose other than the use for which it has been contracted and specified herein; or (iii) exhibit, demonstrate or distribute anything not made, packed or sold, under or over the name of Exhibitor or distributed in the normal course of Exhibitor's business, without the consent of Show Management, which may be withheld in its absolute and sole discretion. Exhibitor shall use the space in accordance with the Exhibitor Services Manual and all facility rules and regulations that are hereby incorporated herein. Materials may not be distributed in other areas of the B-Groomed show facility. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Anything in connection with an exhibit that is necessary or proper for the protection of the building or structure housing the B-Groomed show, or of any equipment or furniture provided by B-Groomed, will be at the expense of Exhibitor. Exhibitor may not display any article of merchandise other than within the confines of its Exhibit Spaces. Exhibitor may not maintain hospitality suites offsite or open houses during show hours.

2. Exhibitor may not display in the Exhibit Space any product, equipment or item of merchandise, nor provide any service that is not identified in the "Exhibitors Products and Services" section of the Application for Exhibit Space. Failure to abide by this prohibition will result in Exhibitor's immediate removal from the B-Groomed Show floor, and the forfeiture to Show Management of all monies Exhibitor paid for the Exhibit Space.

3. Exhibitors shall not sell or display any counterfeit products. All Exhibitors selling and/or displaying products bearing certain logos and/or potentially trademarked images (collectively "Logos") must have proper authorization to sell products bearing such Logos. Exhibitors must be able to provide Show Management with a copy of the license agreement authorizing Exhibitor to sell or display products bearing any Logos. Exhibitors are permitted to exhibit/display only those products indicated on the Application and Contract for Exhibit Space.

4. Group exhibits of wholly independent manufacturers, distributors, suppliers, salons or other firms are expressly prohibited. Group exhibits of distributors and manufacturer representatives will be approved only upon proof of existing contractual relationships with wholly independent manufacturers, distributors, suppliers, salons or other firms.

5. Charging fees or admission to demonstrations or classes on the show exhibit floor, the show surrounding site or elsewhere during the dates of the B-Groomed Show by anyone other than Show Management is strictly prohibited.

6. Exhibitors shall not misrepresent any product or article displayed in an Exhibit Space, and shall not, with the exception of truthful comparative advertising, demean the products or services of any other exhibitor. Exhibitor agrees that sales to attendees must be posted and closed in U.S. Dollars.

c) Displays, Entertainment and Educational Programs: Exhibitor shall not produce, operate, or display any exhibit within a 50-mile radius of the B-Groomed Show site during the period of December 4 through December 12, 2016 except at the Exhibit Spaces assigned by Show Management. This prohibition includes, without limitation, entertainment and educational programs, and displays in hotel rooms, hotel public areas or other public spaces.

## d) Sound and Noise Regulations:

**1. Regulations and Directions:** Show Management shall be the sole arbiter of acceptable sound levels coming from the Exhibit Space and shall have the right at its discretion to take action as necessary to reduce, abate or remove sound it considers to be objectionable, including without limitation the cutting of power to the Exhibit Space. Sound levels at an Exhibit Space may not exceed Seventy (70) decibels. This restriction

includes the use of music and amplified voices. Sound systems and speakers used for stage presentations must be directed inward toward the viewing audience seating area and not toward aisles or neighboring Exhibit Spaces. Speakers that are rigged must be at a downward angle and turned inward to face the stage/platform area. Exhibitor shall be solely responsible for the cost of any action Show Management may take to correct any speaker or sound system that is in violation of these requirements.

## 2. Remedial Action: Violators of the Sound and Noise Regulations shall be subject to the following remedial action taken by Show Management:

- a. **First Offense:** A warning will be issued to Exhibitor from Show Management.
- b. **Second Offense:** Power to Exhibitor's sound and amplifications systems will be severed for a period of time to be determined by Show Management at its discretion.
- c. **Third Offense:** Exhibitor may be expelled from the Show Floor at the discretion of Show Management.

**6) ADMISSION POLICY:** On show days, all attendees must pay full admission fees. All attendees will have the same admission fee of \$10 regardless of age.

**7) PAYMENT:** All payments shall be made to B-Groomed, Inc. All applications must include full payment of the requested exhibit space. No space will be assigned or held until this condition has been met. No Exhibitor admission materials will be provided to any Exhibitor who has not paid in full for the contracted Exhibit Space. Any space for which payment is not fully received November 11, 2016, shall be withdrawn from the Exhibitor who reserved the space and offered for license to other applicants for exhibit space. Show Management assumes no liability to the original Exhibitor in the event of a forfeiture of space in the event of non-payment, and Exhibitor shall remain liable at all times for payment of the total price of the contracted space unless written notice of cancellation has been received by Show Management within 72 hours of contract signing or 14 days before Show Date, whichever occurs first. Refunds will not be made under any circumstances, without exception, after 72 hours from contract signing or 14 days before Show Date, whichever occurs first.

**8) VIOLATION/BREACH:** If Exhibitor violates any of the terms, covenants or conditions of this Agreement, including without limitation, any provision relating to the use of Exhibit Space, Show Management shall have, at its discretion, the right to terminate this Agreement without advance notice, and Exhibitor shall immediately vacate the Exhibit Space and the B-Groomed Show premises and remove all its products, equipment, furniture and other personal property ("Exhibit Space Property") therefrom. If Exhibitor does not voluntarily vacate the Exhibit Space and B-Groomed Show premises, Show Management shall have the right immediately to repossess the Exhibit Space, to remove Exhibit Space Property and to store the property for a period not to exceed fourteen (14) days, all at Exhibitor's expense, without prejudice to any other remedies which may be available to Show Management. If at the end of the 14-day period, Exhibitor has not paid all amounts due and owing Show Management, Exhibitor shall forfeit all rights and interest the Exhibit Space Property, and Show Management shall have the right to sell or dispose of the Exhibit Space Property at its absolute and complete discretion. Exhibitor shall be liable to Show Management for any and all costs and expenses incurred in the removal or storage of any such Exhibit Space Property. Upon any breach of this Agreement by Exhibitor, Show Management shall have the right to retain all fees and deposits theretofore paid, and shall have any and all other rights and remedies available in law or equity.

**9) CANCELLATION, REDUCTION, OR REASSIGNMENT OF EXHIBIT SPACE:** Requests for cancellation, reduction or reassignment of Exhibit Space must be directed in writing to Show Management. Exhibitor must accept the Exhibit Space assignment within 3 days following receipt of notice of official space assignment. Notice of Exhibitor's acceptance must be sent via email to the "Exhibitor Sales Manager" at the following address: ryan@b-groomed.com, or via telephone to 1-877-340-2244 or 808-276-3103 and request the Exhibitor Sales Manager. Exhibitor may cancel this Agreement during the 72 hour acceptance period via email notice to the Exhibit Manager; however, an administrative fee of 10% of the total exhibit cost will be assessed. No refunds will be made after 11/27/2016.

**10) WAIVER OF LIABILITY:** The waiver by either party of any breach or default of this Agreement by the other party, or of any right conferred by this Agreement on either party shall not be construed as a waiver of any succeeding breach or, default of this Agreement, or of any right provided in this Agreement.

**11) INDEMNIFICATION:** Exhibitor shall indemnify, defend, and hold Show Management and its subsidiaries, shareholders, managers, officers, directors, agents, and employees harmless against any and all losses, damages, causes of action, claims, liabilities, costs, expenses, reasonable attorneys' fees, and expert fees resulting from any alleged act or omission of Exhibitor or any of its shareholders, managers, officers, directors, agents or employees that exceed, fall outside of, or are otherwise not covered by Exhibitor's insurance policy obtained and maintained during the period of the B-Groomed Show pursuant to Section 17 of this Agreement.

**12) GOVERNING LAW AND JURISDICTION:** This document shall be governed and construed in accordance with current laws of the State of Georgia.

**13) DISPUTE RESOLUTION:** The Parties agree to refer any disputes arising out of, or in connection with this Agreement, including any questions regarding its existence, validity or termination, to arbitration before the American Arbitration Association ("AAA") conducted in accordance with the AAA Commercial Rules of Arbitration. The Parties may select one or three arbitrators at their discretion. If the Parties cannot agree on a single arbitrator, then each party shall select one arbitrator and the two selected arbitrators shall select the third. The appointed arbitrator(s) shall hold the proceedings in any location selected by mutual agreement of the Parties, or if the Parties cannot agree on a location, then at the offices of the AAA in Atlanta, Georgia.

**14) ENTIRE AGREEMENT:** This Agreement supersedes any and all prior agreements and represents the entire Agreement between the parties. No changes, alterations or substitutions shall be permitted unless the same shall be notified in writing and signed by both parties.

**15) SEVERABILITY:** Should any portion of this Agreement be determined to be invalid, unenforceable, or in violation of law for any reason, all other portions of this Agreement shall remain in force and effect to the fullest extent possible.

**16) FORCE MAJEURE:** Neither Party shall be liable to the other Party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the Party obliged to perform, including, but not limited to Acts of God, War, blockade, revolution, riot, insurrection, civil commotion, strikes, lockout, fire, flood, storm, tempest or other inclement weather conditions. If Force Majeure prevents or delays the performance by a Party of any obligation under this Agreement, then the Party claiming Force Majeure shall promptly notify the other Party thereof in writing.

**17) INSURANCE:** Show Management and Exhibitor each shall maintain during the Show Period a Commercial General Liability insurance policy, the coverage of which shall include Bodily Injury and Property Damage, with a minimum amount of \$1,000,000 for each occurrence, and no less than a \$2,000,000 aggregate limit, and a Workers' Compensation insurance policy with a minimum amount of \$1,000,000 each occurrence, and no less than a \$1,000,000 aggregate limit with an insurance company that has an AM Best Rating level of not less than A/10. Upon request, each party shall provide a Certificate of Insurance evidencing such insurance to the other party. Exhibitor shall name Show Management as an additional insured under its policy.

\_\_\_\_\_  
Name of Exhibitor

\_\_\_\_\_  
Date: \_\_\_\_\_  
Insert date of signing

By: \_\_\_\_\_ As: \_\_\_\_\_  
Name of authorized signatory Title of authorized signatory