



**CORPORATE WELLNESS SUMMIT
EXPO - AUSTIN 2021
EXHIBITOR CONTRACT**

By completing and returning this document, you are contracting exhibition space at **Corporate Wellness Summit EXPO Austin 2021**. You acknowledge that this document, which must be countersigned by a DCE CLARITY LLC representative, will form a binding contract between you and DCE CLARITY LLC.

Company Information (FOR DIRECTORY)

Company Name: _____ Website: _____
Company Phone: _____ Company Email: _____
Company Address: _____

Exhibitor Contact Information (FOR INTERNAL USE ONLY)

Contact 1 Name: _____ Contact 2 Name: _____
Contact 1 Email: _____ Contact 2 Email: _____
Contact 1 Phone: _____ Contact 2 Phone: _____

Booth Reservation Information: Booth Number(s): _____ Size: _____ Price: _____
Description of Booth: _____

EXHIBITOR TERMS AND CONDITIONS:

DEFINITIONS: PRODUCER. The word "PRODUCER" as used herein shall mean the production company, association or institute or its officers, agents or employees acting for it, in the management of the event, limited to DCE CLARITY LLC. **EXHIBITOR.** The word "EXHIBITOR" as used herein shall mean the exhibiting and/or sponsoring entity contracting exhibition space or entering an agreement to participate in the event and/or provide services (courtesy or paid for) at this year's edition.

PAYMENT TERMS. Booths will not be reserved without payment. **The deadline for applications and payments is Wednesday, February 10th, 2021.** DCE CLARITY LLC may, at its discretion, release the booth(s) if the payment is not made per the attached schedule. Please note that the release/reassignment of the booth space under this provision does not relieve the exhibitor of its obligation and/or payments agreed to under this contract.

CREDIT. Each exhibitor or their agent/agency must have no outstanding past due invoices with DCE Clarity LLC or any of its affiliate brands or companies. Past due invoices billed to the exhibitor or their agent/agency must be paid before exhibitors will be allowed access to the event.

EXHIBITOR CANCELLATION POLICY. Any exhibitor or partnering vendor (IN ANY CAPACITY) who cancels booth space or their participation on the stage or any area of the event must pay a CANCELLATION FEE, which allows DCE CLARITY LLC to recover the administrative expenses incurred in preparing for the participation of the canceling partner and which it will incur in attempting to resell the booth (or hire another trade or production partner). Cancellations must be made in writing and are subject to the following provisions: (1) Cancellations received **30 days or more before the event** date are subject to a cancellation fee equal to **\$800** or **50%** of the rate of the exhibition space being canceled (whichever is less; this applies to exhibitors, trade partners, attractions or vendors); (2) Cancellations received **within the 30 days before the event** are subject to a cancellation fee equal of **\$1,900** or **100%** of the rate of the exhibition space being canceled (whichever is less; this applies to exhibitors, trade partners,

attractions or vendors); (3) If Exhibitor has not begun their booth setup by **8pm on Thursday, February 25th, 2021** (the day of the setup), the Producer reserves the right to reassign/resell that Exhibitor's booth(s). Please note that all cancellations will result in forfeit of all courtesy passes and are subject to full payment, as the contract remains in full force.

ELIGIBLE AND REJECTED EXHIBITS. The Producer reserves the right to determine whether any company or product is eligible for inclusion in the event. This determination may be made at any time before or after the start of the event. The Exhibitor acknowledges and agrees that his exhibit shall be admitted and shall be permitted to remain in the event only upon continued strict compliance by the Exhibitor with the terms and conditions of this agreement. Notwithstanding such compliance, the Producer reserves the right to reject or remove Exhibitor's exhibit, in whole or in part, from the event if it affects the value and execution of the event. If an Exhibitor's exhibit is rejected or removed without cause given, the Producer shall return to the Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the Standards.

CHARACTER OF DISPLAY. Distribution of samples and printed matter of any kind, or any promotional material, or staff associated with your company is restricted to the confines of the exhibit booth. No noisemakers or anything not in keeping with the character and high standards of the event may be distributed or utilized by an Exhibitor in the exhibit area.

EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY. Each Exhibitor must name at least one person in this contract to serve as representative in connection with installation, operation and removal of exhibit and put said representative in contact with the Producer in a timely manner. The named representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible. Producer reserves the right to resell the exhibit space if the Exhibitor representative is not present for setup by **8pm on Thursday, February 25th, 2021**.

EXHIBIT LOGISTICS. Exhibitor Updates will be sent to each exhibitor in ample time for advance planning. Each message will contain information regarding shipment, labor, electrical service, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly. Exhibitors must abide by the rules outlined in the Exhibitor Updates.

SETUP. Exhibitors will ONLY be allowed to set up booths between the times of **12pm and 10pm on Thursday, February 25th, 2021** (the day before the event) and will use the venue's designated loading/unloading areas exclusively during those times. No Exhibitor will be allowed to carry displays, carts, boxes, furniture, equipment, tables or other rentals through the lobby or outside of the designated areas. Failure to comply will result in a fine from the production company of **\$500**, payable within 48 hours following the event (a 3% late charge will apply for every 30 days past the due date).

HOURS OF EXHIBITION. The hours of exhibition are between **10am and 6pm on Friday, February 26, 2021** (day 1 of the EXPO) and between **10am and 6pm on Saturday, February 27, 2021** (day 2 of the EXPO). Exhibitors agree to remain in their designated booth space and with their exhibitor in full display for the duration of the show. No exhibitor is allowed to tear down before the end of the EXPO. Failure to comply will result in a fine from the production company of **\$500**, payable within the 48 hours following the event (a 3% late charge will apply for every 30 days past the due date).

TEARDOWN. Exhibitors will ONLY be allowed to tear down booths between the times of **6pm and 11pm on Saturday, February 27, 2021** (immediately after day 2 of the EXPO) and will use the venue's designated loading/unloading areas exclusively during those times. No Exhibitor will be allowed to carry displays, carts, boxes, furniture, equipment, tables or other rentals through the lobby or outside of the designated areas. Failure to comply will result in a fine from the production company of **\$500**, payable within 48 hours following the event (a 3% late charge will apply for every 30 days past the due date). The Exhibitor shall remove all property, goods and effects belonging to Exhibitor from the premises **before 11pm**. At the end of the Event Period, the Exhibitor shall peaceably quit and surrender the premises and return to the Producer, its vendors, or the Austin Convention Center all

equipment and facilities provided for use during the event. Exhibitor shall return the equipment and facilities to the Producer or venue in the same good condition and repair as before Exhibitor's use thereof, except for reasonable wear and tear from ordinary use.

DISPLAY DIMENSIONS. For island, peninsula and inline booths, the perimeter wall maximum exhibit height is 8'. Exhibitors in island or peninsula spaces wishing to go beyond an 8-foot height must submit a display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the Exhibitor. Each Exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Exhibitors are not allowed to use any space beyond their assigned space and/or hand out collateral, place promotion personnel, etc. beyond their designated area, unless specified in writing by the Producer.

BOOTH RELOCATION. Although unlikely, show management reserves the right to relocate Exhibitors to a comparable space other than that specified on the executed Exhibitor Booth Contract, if it is deemed advisable and necessary and in the best interest of the show or the Exhibitor. In the event of relocation, Exhibitors will be advised in writing and given the option of selecting another location if available, or to cancel and receive a full refund of booth payment.

SUB-LEASING. Exhibitors may not sublet their space, nor any part thereof.

SALE OR RENT OF CONCESSION ITEMS. The Austin Convention Center reserves for itself, or its designated concessionaires or contractors, the sole right to provide the following goods and services which may not be specifically related to the Event, together with the necessary floor space to do so: (1) sale or dispensing of periodicals, books, magazines, newspapers, photographs, soft drinks, alcoholic beverages, flowers, candies, food, novelties, tee-shirts or any related merchandise commonly sold at the Austin Convention Center, (2) rental or sale of similar articles.

GIVING AWAY OF CONCESSION ITEMS. The Exhibitors may give away sample size food, non-alcoholic beverages, and event-related novelty items, for which the Exhibitor assumes full responsibility, including without limitation, compliance with applicable law, including health requirements. Exhibitors may give away sample size items for materials or products produced directly by the Exhibitor. In the case of sampling, the Exhibitor must notify the Producer at least twenty-one (21) days prior to the Event and submit all Health, Food Management and other applicable requirements or licenses to the Producer (the deadline is **Friday, February 5, 2021**).

CATERING OR FOOD AND BEVERAGE ITEMS. The Austin Convention Center reserves for itself, or its designated food and beverage management/concession contractor, the sole and exclusive right to provide food and beverage items and services for all events (this includes breakfast, lunch, dinner, catering services, vending and coffee).

INSURANCE: At the time of signing the contract, the Exhibitor will turn in their Certificate of Liability Insurance with a minimum coverage of **\$1,000,000** identifying **DCE CLARITY LLC AS ADDITIONAL INSURED**, as instructed in the Exhibitor Checklist (the deadline is **Wednesday, February 10th, 2021**).

LIMITATION OF LIABILITY: The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Producer, its shareholders, members or agents, or employees or the lessors or owners or the event premises for loss, theft, damage or destruction of property, nor for any injury to Exhibitor or its agents or employees while in the event quarters.

DEFACING OF BUILDING: Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner to the pipe and drape or other rentals. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

LICENSE / AUTHORIZATION TO OPERATE LOCALLY. Exhibitors must supply evidence of their authorization to function as a licensed business in the state of Texas. All Exhibitors planning to conduct sales must present a valid copy of their STATE SALES LICENCE (deadline is **Wednesday, February 10th, 2021**).

ATTENDANCE. The Producer shall have sole control over attendance policies at all times and cannot make guarantees to its partners.

FAILURE TO EXECUTE EVENT. DCE Clarity LLC shall not be liable for delay or sun of performance with respect to this agreement caused by a catastrophic event, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of DCE Clarity LLC, the Austin Convention Center or the City of Austin. In such an event, DCE Clarity LLC shall be entitled to retain such portion of the contract price as required to compensate DCE Clarity LLC for expenses incurred up to the time of the Event.

FIRE & SAFETY LAWS. Federal, State and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed at the event without written approval by the Producer.

GUARDS. The Producer will NOT provide detailed security for Exhibitors during the course of the event. Neither the Producer nor the owners or lessors of the exhibit premises will assume any responsibility for an Exhibitor's property or personal property of its employees. It is suggested that the Exhibitor insure his property against loss and theft.

LOST PROPERTY AND PROPERTY LEFT ON PREMISE. If equipment, exhibits, fixtures, materials, displays or other personal property are not removed by the end of the Event Period, the Producer may store, or cause to be stored, any such property, for which Exhibitor shall pay a reasonable fee to cover any and all expenses incurred by the Producer. If Exhibitor does not take possession of such equipment, exhibits, fixtures, materials, displays or other personal property within a reasonable period of time, and pay the applicable storage fees, the Producer or venue may sell the same in accordance with applicable law, and hold the proceeds thereof for the rightful owner less any reasonable expenses incurred by the producer. DCE Clarity LLC, the City of Austin or the Austin Convention Center shall not be liable for any loss of or damage to property left on premises. Charges for the storage disposition of said property shall be billed by the Producer and paid by the Exhibitor upon receipt of invoice. Meanwhile, the Exhibitor is responsible for the collection and custody of articles left in and on the Premises, including common areas, by persons attending the Event.

PRESENTATION STANDARDS. Exhibitor warrants and covenants that any performance, exhibition or entertainment to be held at the premises shall not be illegal or obscene, and agrees to immediately cease and desist from presenting or continuing to present any portion or portions of a performance, exhibition or entertainment considered obscene or illegal by the appropriate law enforcement authority.

COMPLIANCE WITH LAWS/STANDARDS. The Exhibitor shall comply with all laws, standards, regulations and ordinances, including but not limited to copyright laws ("applicable laws"). If the Producer becomes aware of or learns of an exhibitor's failure to comply with any such applicable law, that failure to comply shall be cause for rejection or removal of Exhibitor and his exhibit from the event. The Producer is not responsible for the music used by exhibitors, and Exhibitor hereby agrees to indemnify, defend and hold DCE CLARITY LLC harmless for any and all costs or damages, including attorneys fees, related to any copyright violations that result from Exhibitor's failure to obtain the appropriate license(s).

AUDIO OR VIDEO RECORDINGS. Exhibitor agrees that the Producer has the perpetual, worldwide, royalty-free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise use, commercially or otherwise, in any medium, any and all information related to the events and its participants, attendees and exhibitors. This includes audio and video

recordings, photography and other materials to be used to promote or explain the event, or to share with the sponsors.

AMENDMENTS TO RULES. Producer reserves the right to modify the Standards and to adopt additional rules from time to time in its sole discretion. Any such modifications or additional rules shall be effective immediately upon adoption, and the Exhibitor agrees to comply with all such modifications and additional rules.

JURISDICTION AND GOVERNING LAW. This Agreement shall be governed under and construed in accordance with the laws of the state of Texas, without regard to its conflicts of law provisions. The State and Federal Courts located in Texas shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

INDEMNIFICATION. Exhibitor agrees to indemnify, defend, and hold harmless DCE Clarity LLC, the Austin Convention Center, the City of Austin, its officers, employees, and agents from and against any and all claims, lawsuits, judgments, cost and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by client's breach of any of the terms or provisions of this agreement, or by any other negligent or strictly liable act or omission of client, its officers, agents, employees or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the Producers, the City of Austin, its officers, agents, employees or separate contractors. In the event of joint and concurring negligence of the Exhibitor and the venue, responsibility and liability, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to the city under texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity, and shall survive termination or expiration of this contract.

ASSIGNMENT. Without limiting the definition of "Producer" above, neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of the respective successors and permitted assigns of the parties.

CONTRACT ACCEPTANCE. The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the company named above. The undersigned has read the Terms and Conditions outlined in this document, and accepts the same.

EXHIBITOR:

Exhibitor Name (printed):

Signature:

Date:

PRODUCER:

Coral Talavera

Managing Partner DCE Clarity LLC

Signature:

Date:



**CORPORATE WELLNESS SUMMIT
EXPO - AUSTIN 2021
ADDENDUM | PAYMENT DETAILS**

Payment method for the booth described in the **Exhibitor Contract for CWS EXPO Austin** attached:

Check **Credit Card** **Other:** _____

In the amount of: _____ (\$_____ . ____)

Payment by Check:

Please make payable to **DCE Clarity** and
mail to **PO Box 2711 Georgetown, TX 78626.**

Payment by Credit Card:

Please email us at sales@corpwellsummit.com
to request a custom link to complete your
secure credit card payment.

Please check one:

The payment enclosed satisfies the full Booth Price and there is no pending balance.

A pending balance remains - in the amount of:

_____ (\$_____ . ____)

I acknowledge and accept that booths will not be reserved without payment and that the **deadline for payments is Wednesday, February 10th, 2021.** DCE CLARITY LLC may, at its discretion, release the booth(s) if the payment is not made per the assigned schedule. Please note that the release/reassignment of the booth space under this provision does not relieve the exhibitor of its obligation and/or payments agreed to under this contract. Each exhibitor or their agent/agency must have no outstanding past due invoices with DCE Clarity LLC or any of its affiliate brands or companies. Past due invoices billed to the exhibitor or their agent/agency must be paid before exhibitors will be allowed access to the event.