



# BOOTH & SPONSORSHIP AGREEMENT FORM

## 1. Application

Complete & sign the application. Refer to the booth, sponsorship & floor plan literature for more details

## 2. Scan and email

Application to info@vaporpalooza.com. We will confirm your booth/sponsorship selections via email. A hold will be place on your booth/sponsorship for 7 days. If payment is not received within 7 days, the booth/sponsorship hold will be released.

## 3. Send Payment & Application

Signed Contract/Application & checks to: ITA LLC, 4370 Chicago Drive, Ste.B#130, Grandville, MI 49418  
Make checks payable to: ITA L.L.C.

## 4. Final Confirmation

We will email you the final booth/sponsorship confirmation after payment is received.

**Sign up Today!**  
**Any Questions?**

Contact us at:  
Info@vaporpalooza.com  
www.vaporpalooza.com

April  
13<sup>th</sup> & 14<sup>th</sup>  
2019

## VENDOR REGISTRATION

### CONTACT

Main Contact Name:

Main Contact Email:

### COMPANY INFO

Company Name

Address

City/State/Zip

Website

### INDUSTRY INFO

#### Types of Products Sold

Mods

Accessories

Juice

CBD \_\_\_\_\_

Other \_\_\_\_\_

#### Types of Business

Wholesale

Manufacturer

Distributor

Association

Other \_\_\_\_\_

## PAYMENT

### PAYMENT INFO

Check     VISA     MASTERCARD     AMEX

CC#

EXP. DATE     SECURITY CODE

Name as appears on Credit Card

### Comments:

## BOOTH REGISTRATION

REQUEST BOOTH #

Electricity \$75     Extra Badges \$10 each

BOOTH TOTAL \$

## SPONSORSHIP REGISTRATION

|   |  |
|---|--|
| <input type="radio"/> Bar (incl Booth) \$6500         | <input type="radio"/> Wristband \$2500         |
| <input type="radio"/> VIP (incl Booth) \$6500         | <input type="radio"/> Lanyard \$2500           |
| <input type="radio"/> Educational (incl Booth) \$5500 | <input type="radio"/> Charging Station \$2500  |
| <input type="radio"/> B2B Mingle \$5500               | <input type="radio"/> Cloud Comp \$1500        |
| <input type="radio"/> Welcome Bag \$4500              | <input type="radio"/> Trick Comp \$1500        |
| <input type="radio"/> App \$5000                      | <input type="radio"/> Literature Insert \$1500 |
| <input type="radio"/> Badge Sponsor \$2500            | <input type="radio"/> Custom \$ _____          |

SPONSORSHIP TOTAL \$

### Participant

Advocacy Awareness Free

Vendor Bingo Free

Best Flavor Free

Flavor Name

Enter the name of the flavor you would like to enter into the competition

BOOTH & SPONSORSHIP TOTAL \$

## AGREEMENT AND TERMS

EXHIBITOR'S SIGNATURE

PRINT NAME

DATE:

I authorize this payment. I agree to abide by the terms and conditions attached to this application and contract. All Booth & Sponsorships must be paid in full with application to reserve your booth & sponsorship levels. Cancellations by the Exhibitor: All payments paid by the exhibitor, are non-refundable under any circumstances. If an Exhibitor chooses to close their booth at any point during the run of the show, they will be charged a \$1,000.00 cancellation fee for each 10x10 booth that was assigned to that exhibitor.

## Terms & Conditions

1. **DEFINED TERMS:** The term "Event" means VaporPaloosa held at 4 Mile Showplace. The event is owned, produced and managed by ITA LLC., The term "Organizer" means, collectively, ITA LLC. and each of its officers, directors, shareholders, agents, representatives, employees unless the context requires otherwise. The term "Exhibitor" means, collectively, the company or person that applied to exhibit and agreed to sign below coming contract upon acceptance by ITA LLC. in the way stated later and each of its officers, directors, shareholders, contractors, agents, representatives and/or invitees, as applicable.

2. **CONTRACT ACCEPTANCE:** This contract will be in force from the moment it is signed by Exhibitor.

3. **ASSUMPTION OF RISKS RELEASES:** Exhibitor completely assumes all risks associated with resulting from, caused by or arising in connection with Exhibitor's participation or presence at the Event including theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitors, notwithstanding the reasons i.e. negligence, intentional act, accident, act of God or others. Exhibitor carries complete responsibility for its property, theft, loss or damage whether the property was in or out the storage area. Neither Organizer nor Exhibit Facility carries responsibility or create a bailment for property delivered to or by Exhibitor. Neither Organizer nor Exhibit Facility shall be responsible and Exhibitor hereby releases all of the from and agrees not to sue any of them with respect to, any and all risks, losses, damages, injuries and liabilities whether they are described in the paragraph or not.

4. **INDEMNIFICATION:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to ITA LLC.) and keep Organizer and the Exhibitor Facility away and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees which result from or arise out of or in connection with: (a) Participation and Presence of Exhibitor at the Event; (b) Any kind of infringement of any agreements, covenants, promises or other obligations under this or any other contract, agreement or arrangement; (c) Any matter for which exhibitor is otherwise responsible under the terms of this or any other contract, arrangement or agreement; (d) Any violation or claim of violation or infringement of any law or ordinance or the rights of any party under any kind of copyright, patent, trademark, trade secret or other proprietary right; (e) Any kind of slander, defamation, libel or similar claims caused by the actions of the Exhibitor; (f) Injury (death included) or harm to Exhibitor; (g) Damage to property, or business or profits Exhibitor or loss of them, notwithstanding the reason (negligence, intentional act, accident, act of GOD, theft, mysterious disappearances, etc.) ITA LLC is not liable under any circumstances for the authenticity and quality, copies and copyright protected designs, direct and indirect infringement of the goods sold by Exhibitors at the event facility

5. **LIMITATION OF LIABILITY:** Under no circumstances shall Organizer or the Exhibit facility be responsible (liable) for any lost profits or any retaliatory, consequential, incidental, special or indirect damages whatsoever for any of their acts or omissions, whether or not informed of the possibility of any such lost profits or damages. In no event shall Organizers maximum responsibility under any circumstance exceed the amount actually paid to ITA LLC. by Exhibitor for the rental of the exhibitor space pursuant to this contract Organizer makes no warranties or representations, express or meant (implied), concerning the quantity of visitors attending the Event or concerning any other matters. Management may hire guards (not security guards) to regulate the flow of the visitors to the Event. Neither Organizer, nor the owners or lessors of the Event Facility, shall take any liability for Exhibitor's personal or other property. As a condition of exhibiting at the Event Exhibitor shall insure its property against theft, damage and loss.

6. **QUALIFICATIONS OF EXHIBITOR:** ITA LLC. has all rights to determine whether an assumed exhibitor corresponds or is eligible to participate at the Event. Eligibility is generally limited to persons, companies or firms who provide retail and related industries with products and service. Applicants may be required to provide a full description of the nature of their business and the exhibited items. Exhibitor must comply with all current enacted regulations. ITA LLC. has all rights to prohibit or remove any exhibit that ITA LLC. will consider to be inappropriate or ineligible. Exhibitor shall provide full product description to be exhibited at the show. ITA LLC. will not allow exhibitors to sell or display any product not mentioned in their product description, with marketing towards minors, no glass products, THC products, or without prior authorization by ITA LLC. staff in writing.

7. **BOOTH PLACEMENTS:** ITA LLC. will try to follow all arrangements concerning booth placements at the Event if application and payment are made within required time limit. However, ITA LLC. reserves the right to make a different placement. Offers made as to location of space are current policy not guarantee. ITA LLC. will make the final decision in determining space. ITA LLC. may refuse an acceptance of any contract for any any or no reason. ITA LLC. has the right to define the eligibility of any company or product at the Event. No Exhibitor shall exhibit or be allowed to be exhibited in the space designated for any merchandise other than the one specified in the application. ITA LLC. also has the right to change, delete or add to the Event's floor plan at any time.

8. **CANCELLATION BY EXHIBITOR:** All payments paid by exhibitor to ITA LLC. are non-refundable under any circumstances. Exhibitor is liable for full amount of the booth and TEC order fees. If Exhibitor closes his booth during the show, he/she will be charged \$1,000.00 cancellation fee for each booth that was assigned to that Exhibitor.

9. **CANCELLATION BY ITA LLC.:** If Exhibitor fails to make a payment in time designated by the contact; ITA LLC. may cancel this contract (participation of the Exhibitor) without further notice and obligation to refund any previous paid amounts. Exhibitor will still be liable for full amount of the booth and order fees. ITA LLC. has the right to refuse Exhibitor allowance to move in and set up an exhibit if Exhibitor has debts to Organizer ITA LLC. in its sole discretion is authorized (not effective upon written notice of termination if Exhibitor makes an infringement of any of its obligations under this or any other contract or arrangement with Organizer, without any obligation on ITA LLC. part to refund any previously paid amounts and without releasing Exhibitor from any liability arising as a result of or in connection with such infringement. If ITA LLC. removes or restricts an exhibit that ITA LLC. finds to be inappropriate or undesirable, no refund will be owed to Exhibitor.

10. **CANCELLATION OF EVENT:** If ITA LLC. cancels the Event under any circumstances beyond the reasonable control of ITA LLC. (e.g. unavailability of Exhibit Facility, government emergency, act of God, labor strike). ITA LLC. shall not refund to the exhibitor its previously paid space rental amount, minus a share of costs and expenses suffered by Organizer, in full satisfaction of all responsibilities of Organizer to Exhibitor. ITA LLC. has all rights to change the Event Dates and rename, relocate and cancel the Event. If ITA LLC. renames the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to the dates that are not more than 30 days earlier or 30 days later, no refund will be owed to Exhibitor but ITA LLC. shall appoint Exhibitor, as a replacement of the original space, other spaces as ITA LLC. considers to be appropriate and Exhibitor agrees to use that space according to the terms of this contract. If ITA LLC. chooses to completely cancel the Event other than for previously described reasons, ITA LLC. shall refund to Exhibitor the previously paid whole amount for rental space, in full satisfaction of all liabilities of Organizer to Exhibitor. 11. **EXHIBIT SPACE OCCUPANCY:** ITA LLC. shall define the dates and hours for establishing, dismantling and occupying exhibits. If Exhibitor fails to establish its display in its appointed space by 9:30am, at the opening date of VaporPaloosa or leaves its space without supervision at any time during the Event, ITA LLC. shall have the right to seize the space, cancel this contract and no refund will be owed to Exhibitor. All exhibits have to be open for business at all times during the Event.

12. LISTINGS AND PROMOTIONAL MATERIALS: By exhibiting at the Event, Exhibitor gives Organizer a fully paid, permanent nonexclusive license to display, use and reproduce the name, trade names and product names of Exhibitor in any directory (e.g. print electronic or other mass media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be responsible for any mistakes in any listings or descriptions or for not including Exhibitor or any other exhibitor in any directory or other lists of materials. Organizer reserves also the right to take photographs of Exhibitor's booth space, personnel, exhibit and guests after, before and during Event hours and use for air, promotional purposes. Exhibitor may not promote, advertise or repeatedly mention any other show or exhibition on our premises. Exhibitor may not use flash photography or any other type of medium on our premises.

13. CARE OF EXHIBIT FACILITY: Exhibitor shall immediately pay for any and all damages caused by Exhibitor to the Exhibit Facility or related facilities, booth equipment or the property of Organizer and others. Upon leaving if Exhibitor's space is not clean, the Exhibitor is liable for \$100 cleaning fee per each exhibit space (booth) rented by the Exhibitor during the Event.

14. TAXES AND LICENSES: Exhibitor shall be extremely liable for getting any permits, licenses or approval under federal, state or local laws appropriate to its activities at the Event. Exhibitor shall be extremely liable for getting any necessary tax identification numbers and permits and for paying all taxes, license and use fees, royalties or other fees, charges, levies and or penalties that become owed to any governmental authority in connection with its activities at the Event. Organizer is not liable for any Laws Broken by Exhibitor.

15. INSURANCE LIABILITY OF LOSS: Exhibitor is liable for any and all insurance against risks obvious or unobvious in Exhibitors participation at the Event Exhibitor agrees to keep harmless the Exhibit facility. Organizer and any and all employees, agents, independent contractors, successors or assigns of the above mentioned from any damages or charges imposed for violation of any law or ordinance, whether caused by negligence of Exhibitor or those holding under Exhibitor, which occur at the Exhibit Facilities, as well as to strictly obey the applicable terms and conditions included in this contract; and further. Exhibitor shall at all times protect indemnity, saw and keep harmless Organizer, the Exhibitor Facility and any and all employees, agents, independent contractors, successors, or assigns of the above mentioned, against and from any and all loss, cost, damage, responsibility or said Exhibitors occupancy and use of the Exhibit Facility and the licensed rental space during the Event Dates.

16. COPYRIGHT MATERIALS: Exhibitor may not play or allow the playing or performance of, or distribution of any copyrighted material at the Event unless it has gained all required rights and paid all necessary fees, royalties or other payments.

17. OBSERVANCE OF LAWS: Exhibitor shall follow and obey all federal, state and local laws, codes, ordinance, rules and regulations of the Event Facility (including any union labor work). Without restricting the above mentioned, Exhibitor shall form its exhibits to meet all requirements of Americans with Disabilities Act.

18. ADDITIONAL TERMS AND CONDITIONS: ITA LLC. has complete control over attendance policies. Except as provided to the contrary in this contract all payments made by Exhibitor shall be considered to be nonrefundable and fully earned at the time of payment. Exhibitor shall not act itself according to the norms of professionalism and etiquette. Any amendment to this contract must be in a written form and signed by an authorized representative of ITA LLC. Exhibitor shall not assign this contract or any other right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, you and your affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 237 and any other applicable regulations.

19. Under no circumstances will an exhibitor close their booth and leave the show before the posted end date of the show. If an exhibitor does leave the show before the posted end date, they will be fined \$1,000.00 per booth, no exceptions. If an exhibitor is fined in this manner they will not be invited back to the ITA LLC.

20. INCORPORATION OF RULES AND REGULATIONS: Any and all matters referring to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by ITA LLC. in its sole discretion. ITA LLC. may accept rules or regulations from time-to-time governing such matters and make corrections or cancel them at any time, upon notice to Exhibitor. Any rules and regulations are an undividable part of this contract and are incorporated herein by reference. Exhibitor shall obey and follow additional regulations made by ITA LLC. as soon as Exhibitor is informed about these additional rules and regulations. This contact states the whole agreement of the parties with respect to the subject matter hereof.

21. SUBLEASING: Exhibitor shall provide full product description to be exhibited at the show. ITA LLC. will not allow exhibitors to sell or display any product not mentioned in their product description or without prior authorization by ITA LLC. staff in writing. There will be absolutely no subleasing or sharing of booth space at VaporPalooza. If an exhibitor breaks any of the above-mentioned terms, ITA LLC. has the right to close their booth space and no refund will be issued.

22. EXHIBITOR BADGES: By becoming ITA LLC. Exhibitor and obtaining "Exhibitor" Badge, any exhibitor waives the right to obtain "Buyer" Badge at VaporPalooza.

23. SOLICITING: There will be absolutely no soliciting inside and outside of the VaporPalooza by ITA LLC. exhibitors or anyone entering the building. ITA LLC. does not allow advertising of competitor business at the show or any type of advertising seemed inappropriate by ITA LLC. or any type of advertising which will cause conflict of interests.

24. FIRE AND SAFETY LAWS AND RULES: Federal state and city laws must be strictly obeyed. A listing of material fire and safety regulations will be found in the Exhibitor service Manual. All materials i.e. all materials such as fabric or other material used for display of any kind must be flame-proofed. The use of crepe and other decorative paper will be forbidden. Exhibitor rental space must meet all required fire regulations. Displays that fail to meet the above mentioned demands and do not pass the inspection will be closed until such fire hazards are corrected against further danger of fire. Complete booth equipment must not block the aisle under any circumstances. This is a strict order from fire marshal. Exhibitor may be closed for disobeying this rule.

25. NO SHOW POLICY: If Exhibitor, under any circumstances beyond control, is late in arrival or set-up, Exhibitor must inform the Event Director at the Event Facility prior to the show openings. Failure of notification will lead to resale of the rental space and no refunds will be made later.

26. ENTIRE AGREEMENT: This contract (including the Exhibitor Service Guide and any additional rules or regulations accepted by ITA LLC. from time-to-time) represents the whole agreement between ITA LLC. and Exhibitor relating to the event and supersedes any previous written or oral understandings, agreements or representations by or between ITA LLC. and Exhibitor relating to the Event