

Our Dream Wedding Contract Terms and Conditions (Rev.1/1/2020)

A. **Deposits, balances and installment payments are non-refundable.** Booth locations are based on availability of space and traffic flow. Preferred locations are subject to payment being made in full as required. All balances and payment in full for each show including add-on features, is due 45 days prior to each show date. If payment in full is not received 30 days prior to show date, Our Dream Wedding Expo (ODWE) reserves the right to re-assign this space and all monies paid will be forfeited. Payments due on any and all accounts and advertising agreements between exhibitor and ODWE must be current and in good standing 30 days prior to contracted show date or exhibitor agrees to forfeit all bridal show deposits to be applied toward outstanding and/or past due accounts with ODWE. In this event, booth reservations will be released. ODWE reserves the right to reassign forfeited booth space and credit all monies on exhibitors account toward payment of past due and future contracted advertising payments.

B. The undersigned acknowledges the requirement of a door prize donation to be presented upon check-in to ODWE. Prize donation must be a minimum value of \$50.00 and must not require any purchase to be redeemed. Failure to turn in a door prize with these requirements will result in a charge of \$50.00 to the credit card on file or invoiced to be paid immediately to ODWE.

C. The undersigned authority hereby acknowledges the existence of registrants at the ODWE Bridal Show whose names are compiled into a prospect list. This list is given to the authority as listed upon completion of this agreement. The authority agrees to retain personal custody of and be responsible for this prospect list and not allow any person, other than an appropriate agent of his/her own business, to use, duplicate or in any manner appropriate this prospect list. Unauthorized duplication, disclosure or misuse would be an infringement of ODWE copyright provisions.

D. The undersigned hereby agrees that attendance and participation at the bridal show and use of the prospect list is solely for the purpose of internal development of business for those specific businesses that were disclosed and registered with ODWE and had authorization to participate in the ODWE Bridal Show and that in the event of a breach or threatened breach, the ODWE Bridal Show reserves the right to obtain an injunction against the undersigned, prohibiting any unauthorized promotion, disclosure or use. This prospect list may not be used to promote any other bridal show, showcase event or bridal event promoting wedding exhibitors, unless prior written permission is obtained from ODWE. Contact through email to the prospects on this list must adhere to CAN-SPAM laws and also should be restricted to no more than one Email per week. Prospects that ask not to be contacted should be removed from each exhibitor's contact list immediately. Telephone contact should be restricted to business hours and must be ceased immediately if requested by prospect.

E. The undersigned further agrees that the ODWE Bridal Show shall be entitled to recover liquidated damages in addition to equitable and injunctive relief. ODWE and the undersigned acknowledge that in the event of a breach, it is agreed that ODWE shall be entitled to recover liquidated damages in the amount of \$3500.00, plus reasonable attorney's fees in prosecuting any judicial action required to enforce these provisions. It is agreed that such liquidated damages do not represent a penalty but a reasonable amount which the parties have agreed to compensate ODWE for its monetary damages.

F. Time, date and location of this event are subject to change based on the discretion of ODWE. In the event that a change of show date creates a date conflict preventing attendance at the show by the exhibitor, ODWE agrees to credit all monies paid by exhibitor toward the next scheduled and available ODWE event. Exhibitor/exhibitor must notify ODWE in writing of this conflict no later than 30 days prior to the event date in order to receive a credit, valid only for the next scheduled show. This is a rain or

shine event and no monies will be refunded to exhibitor for any cancellation due to adverse weather conditions or for any reason exhibitor is unable to attend the show or cancellation due to natural disasters, Acts of God, or any other emergency situation.

G. It is also agreed upon that the undersigned will not share a booth, promote another business or display any materials and/or signage of any other company at the undersigned's assigned booth space without prior written consent of ODWE. Promotion is not allowed at ODWE Bridal Shows of any other bridal show, showcase event or bridal event promoting wedding exhibitors other than exhibitor's own disclosed company, unless prior written permission is obtained from ODWE. In the event a participating exhibitor does promote another business or bridal event at its booth or anywhere on the premises of the bridal show location in any form of media, signage or promotional materials, the undersigned will be obligated to pay ODWE a fee equal to the full retail rate of an 8x10 booth space being advertised at the time of show in question per each additional company or bridal show represented by exhibitor. This contract is not assignable.

H. Exhibitors may only use the interior of their designated booth or table space for any and all promotions and display. Exhibitor agrees not to attach anything in any way to walls, windows, fixtures, bathrooms, doors, chairs etc. of the facility or to infringe on any space outside of their designated booth area with materials or as a standing/distribution area. Exhibitors may not stand in the aisles outside of their designated booths or place any materials to encumber any space or area outside their booth without written permission. Exhibits, displays and sound may not exceed the boundaries of designated exhibit space without prior consent of ODWE to include any type of music, video, lighting and/or projection. Announcements may not be projected from the booth and any audio levels that are determined to exceed acceptable levels will be required to be turned off during the show, upon request by ODWE. Exhibitor agrees to leave their occupied space in the same condition as when they arrived and also agrees to hold ODWE harmless for any damages to space. Each merchant agrees to properly staff and decorate their space with its individual product or service. Exhibitor is responsible for all display materials, including signs, hardware, clips extensions cords, etc.

I. Time, date and location of this event are subject to change based on the discretion of ODWE. In the event that a change by ODWE of actual date of the show creates a date conflict preventing attendance at the show by the exhibitor, ODWE agrees to credit all monies paid by exhibitor toward the next scheduled ODWE event. Exhibitor must notify ODWE in writing of this conflict no later than 30 days prior to the event date in order to receive a credit and credit will only be valid for the next scheduled show.

J. I understand and agree that this contract is firm. In the event of a date conflict, any deposits paid toward a show will be credited to the next ODWE show that has not already been reserved with a deposit by canceling company, as a credit toward the current contract rate for show provided notice of cancellation is given in writing by exhibitor to ODWE at least 30 days prior to the show date. Otherwise, a cancellation fee equal to 100% of any monies or deposits paid by exhibitor will apply.

K. There will be a Service Charge of \$35.00 per item for any returned check.

L. Exhibitor agrees that Show Producer/ODWE shall not be responsible or liable to exhibitor or any person in attendance at the show for any loss or damages. Exhibitors and/or exhibitors authorized to provide décor or other items to be used for the production of the show, may not decorate, store and/or put any item or product near any staging until the all staging elements are in place and the okay is given by the show producer and A/V Company. It will be the exclusive responsibility of the exhibitor to protect

against damage to his/her product or injuries created due to placing items near any walkway, staging or public area.

M. Exhibitors who dismantle and/or remove their exhibit prior to the formal close of the show and exit of attendees at the show will not be entitled to receive the prospect list of attendees from the show.

N. A representative of your business must check in and be in attendance at your booth 30 minutes prior to published show time or the booth space will be re-assigned for a different purpose, to be determined by ODWE. No refunds or credit will be given in this event, however you will receive the compiled lead list from said show when it becomes available if booth fee and any add-on/upgrade fees have been paid in full.

O. In the event an exhibitor is a Grand Prize sponsorship exhibitor and is not in attendance at the show for any reason or cancels within 30 days of the show, said exhibitor agrees to fulfill their obligation as provided to ODWE and will honor any certificate created by ODWE and delivered to the winner. The exhibitor agrees to be responsible for notice, delivery, execution and performance of any and all products and/or services as offered to the winning attendee.

P. It is hereby agreed that ODWE, their representatives and employees as well as any affiliate, media sponsor or corporate sponsor assume no liability for damages suffered by any winner of a Grand Prize or Door Prize or any type of incentive or giveaway sponsored through ODWE events and will be held harmless by the sponsoring individual or company herein. All questions or complaints will be directed to the providing company.

Q. Exhibitors and any of their employees, associates or staff are specifically not permitted to photograph, videotape or in any way record any portion of the ODWE show, fashion show, other booth displays, decor or signage for commercial purposes without prior written consent from ODWE and participating companies, talent, performers. Publication in any media of any unauthorized video from ODWE events is subject to liquidated damages to ODWE in the amount of \$5000.00, plus reasonable attorney's fees in prosecuting any judicial action required to enforce these provisions. It is agreed that such liquidated damages do not represent a penalty but a reasonable amount which the parties have agreed to compensate ODWE for its monetary damages caused by the possible misrepresentation of ODWE events.

R. No exhibitor, associate, media sponsor or participant in the ODWE show may solicit other exhibitors for the purposes of advertising or participation in other bridal shows, showcases or other events or any form of solicitation for monetary investment during the show.

S. Exhibitor hereby agrees to adhere to all instructions, rules and provisions that will be provided through email prior to the show regarding the exhibitor load-in, load-out, event instructions and guidelines and that the outlined information provided will hereby become an addendum to this contract.

T. Your submittal of this form to Our Dream Wedding Expo acts as confirmation of agreement with all items outlined herein. You will be asked to add a check in a box on the Exhibitors Registration Form which confirms that you have read and agree to the above terms and conditions.