



Thrive 2023

May 9th, 2023 • Melville Marriott, Melville, NY • New York

Event Hours: 9 AM – 3 PM | Set-Up 7 AM – 9 AM

EXHIBIT SPACE CONTRACT

1. EXHIBITOR INFORMATION:

Corporate Name (Print):

Company Name to be Listed on the Exhibitor’s Booth Sign and Listing (PRINT CLEARLY):

Mailing
Address: _____

City _____ State/Province _____ Zip Code _____

Telephone: (____) _____ Fax: (____) _____

E-Mail: _____ Website Address: _____

Exhibitor’s Contact Person’s Name (PRINT): _____ Title: (PRINT) _____

2. SIZE AND PREFERRED CONFIGURATION OF EXHIBIT SPACE REQUESTED:

- Configuration: 6’ table space side-by-side or as otherwise indicated
- One (1) 500-watt (120 volt) electrical outlet

3. PLEASE SPECIFY COMPANIES AND/OR TYPES OF COMPANIES YOU...

Do not wish to be near : _____

Wish to be near: _____

Trade Show Solutions Center LLC. (TSSC) makes reasonable efforts to accommodate Exhibitor’s requests. However, TSSC can give no guarantee that the Exhibitor’s request will be accommodated.

CONTRACT SUBMISSION:

Trade Show Solutions Center, LLC. 718 Walt Whitman Rd # 778, Melville, NY 11747 P: 888-713-2078, F: 888-268-4025

- 4. EXHIBIT SPACE RENTAL FEE:** THE RENTAL FEE FOR EXHIBIT SPACE \$ _____ (30 in x 72 in Tabletop space). ALL BOOTHS INCLUDE THE FOLLOWING: booth identification sign, carpeting, one chair, one skirted 6' table, and one 500-watt (120 volt) electrical outlet [**optional - must be requested at time of application**]. Exhibit dimensions are for reference purposes only. Some booths may be combined to make larger booths.
- 5. PAYMENT TERMS:** Exhibitor agrees to pay the full amount of the exhibit space rental fee upon the signing of this contract. In the event the TSSC does not accept the contract, all payments will be promptly reimbursed to Exhibitor. Payments can be made electronically, through our website, or by check. Checks should be made payable to Trade Show Solutions Center, LLC., and mailed with one initialed and signed copy of this contract to Trade Show Solutions Center, LLC., 718 Walt Whitman Rd. #778, Melville, NY 11746. If payment is not made within 5 days of receipt of the booth contract, the booth assignment requested by the Exhibitor may be forfeited and automatically reassigned to another Exhibitor.
- 6. LOCATION OF EXHIBITS:** The Thrive 2023 will be held at the Melville Marriott. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but TSSC reserves the right to make such modification and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of TSSC.
- 7. INSTALLATION AND REMOVAL TIME:** Exhibitor will be advised in the Exhibitor Services Manual or by separate communication of specific move-in and move-out times to which it must adhere. Failure to meet move-in and move-out deadlines may result in the forfeiture of exhibit space or the removal of Exhibitor's materials by TSSC at Exhibitor's expense, without providing financial recourse to the Exhibitor by TSSC. Exhibitor is not allowed to move-out of the exhibit hall before the show closing time indicated in the Exhibitor Service Manual, unless a written authorization is provided by TSSC. Failure to comply with the move-out time will result in a penalty payable to TSSC by Exhibitor equal to 50% of the cost of Exhibitor's booth space rental fee.
- 8. USE OF EXHIBIT AND PROMOTIONAL ACTIVITIES:** All demonstrations or other promotional activities must be confined within the limits of the exhibit space. Enough space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by its demonstrations or other promotions. Exhibitor may not promote exhibits, conferences, displays or other marketing or sales activities conducted during the Exhibition outside of its exhibit space without prior written approval of TSSC.

Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries and sister corporations or when approved in writing in advance by TSSC, Exhibitor shall not assign, sublet or share the exhibit space allotted. Exhibitor agents may display and solicit business only for the goods manufactured or dealt in by Exhibitor in its regular course of business. Exhibitor agrees to carefully follow the provisions and restrictions of booth structures as described in the Exhibitor Services Manual. Any exceptions must be requested in writing to TSSC who will accept or reject the request in writing.

TSSC may immediately restrict or remove exhibits which, in the sole opinion of TSSC, are objectionable due to noise, method of operation, personnel, materials or any other reason which may detract from the general character or the consistent and stated purpose of the Exhibition. Exhibitor may not display, promote from its exhibit space, or offer nudity or sexually explicit or similarly offensive products, demonstrations, presentation, literature or other related matter, or other illegal goods including the content of its products or the behavior of its staff.

Exhibitor should closely adhere to the provision on "**Use of Exhibits-Sound Systems and Use of Live or Taped Copyrighted Music**" as described in the Exhibitor Services Manual. In the event of such restrictions or removal action, TSSC shall not be liable for any refunds or other Exhibitor expenses.

- 9. ARRANGEMENTS OF EXHIBITS:** Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All exhibitors must remain within the confines of their own exhibit space, and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibitors. TSSC shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by TSSC in its sole discretion, will be prohibited. All pavilions must have plans pre-approved by the President of the Trade Show Solutions Center, LLC.

10. TAXES, LICENSES, SECURITY, INSURANCE AND LIABILITIES: Exhibitor shall be responsible for obtaining any licenses, permits and insurance under all local, state, federal or legally entitled entities, laws and regulations applicable to its activity at the Exhibition, including tax identification numbers and payment of all taxes, license fees or other charges that shall become due. TSSC will provide security service to the perimeter of the exhibit hall during the hours when the exhibit area is closed. However, Exhibitor is solely and fully responsible for its own exhibit material and other property at all times, regardless of its location. Neither TSSC nor its agents or representatives will be responsible for any injury, loss or damage that may occur to Exhibitor or to Exhibitor's employees or sub-contractors and agents or the property belonging to any such party.

Anyone visiting, viewing or otherwise participating in Exhibitor's exhibit space is deemed to be the invitee or licensee of Exhibitor, rather than the invitee or licensee of TSSC or Thrive 2023 Exhibitor is solely liable for any injury to its property or to persons participating in the conduct in the exhibit or invitees and guests, or any party or individual(s) designated by Exhibitor as their agent(s), and assumes full responsibility and liability for its acts and omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agrees to save harmless TSSC and the exhibit hall from responsibility or liability resulting directly or indirectly from such acts or omissions. TSSC is not liable for product satisfaction of any buyer, nor does TSSC endorse or warrant any product sold by Exhibitor, who remains solely responsible for its own sales transactions. Exhibitor shall obtain at its own expense at least \$1 million of comprehensive general liability insurance, including the so called "broad form endorsement", which will name TSSC, its officers, directors, employees, sub-contractors and agents and the venue as additional insured, and further agrees to waive its rights of subrogation against TSSC and all insured parties.

11. CANCELLATION BY EXHIBITOR:

(a) In the event Exhibitor cancels all or part of the contracted exhibit space, the following provisions shall apply: (i) If written notice of cancellation is received by TSSC prior to February 28th, 2023, Exhibitor shall pay a cancellation fee equal to 50% of the total exhibit space rental fee; (ii) If written notice of cancellation is received by TSSC on or after March 1st, 2023, Exhibitor shall pay a cancellation fee equal to the full exhibit space rental fee; (iv) All cancellation fees are payable immediately upon cancellation. All payments made to TSSC under this contract are deemed fully earned and non-refundable and made in consideration for expenses incurred by Thrive 2023 and TSSC lost or deferred opportunity to provide exhibit space to others and all cancellation fees that may become due hereunder are acknowledged by Exhibitor to constitute liquidated damages.

(b) If Exhibitor does not make full payment when due under the terms of this contract, TSSC may terminate the exhibit space held for Exhibitor and Exhibitor shall be responsible for payment to TSSC of all amounts which would have been due to TSSC under the terms of subsection (a) above, if Exhibitor had cancelled this exhibit space as of the date of such default, all other provisions of this contract will continue in force until cancelled by TSSC.

12. CANCELLATION OF SHOW: If TSSC cancels the Show because of an Event of Force Majeure as defined below, and the Show is rescheduled within six months of the original Show dates, Exhibitor's rental fee for exhibition space shall be applied to pay for Exhibitor's rental space in the rescheduled show. If Exhibitor elects not to participate in the rescheduled Show, its rental fee shall not be refunded and shall be deemed earned by TSSC.

If the Show is cancelled and not rescheduled as set forth above, TSSC will refund that portion of the Exhibitor's rental fee, if any, that TSSC does not apply to pay its direct expenses of the cancelled Show. Any refunds of rental fees will be prorated among all Exhibitors. If TSSC's direct expenses equal or exceed all Exhibitor rental fees, no rental fees will be refunded. For the purpose of this paragraph, direct expenses shall mean all expenses of the Show incurred by TSSC other than its indirect administrative overhead expenses. TSSC's determination of its direct expenses shall be deemed final and shall not be subject to challenge by any Exhibitor. TSSC shall not be liable for any losses or damages of any type or description, including consequential and/or incidental damages, suffered by Exhibitor as a result of any rescheduling or cancellation of the Show.

13. FORCE MAJEURE. TSSC shall not be deemed to have breached this agreement by reason of its failure to perform any of its obligations if caused by strikes, natural disasters, hurricanes or snowstorms, acts of a public enemy, riots, terrorism, interference by civil or military authorities, compliance with proclamations, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of TSSC, or if caused by any act or failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure specified above that results or will result in a delay in or cancellation of the Show or otherwise affects TSSC's performance under this agreement, TSSC shall promptly give notice to the other party of the occurrence and the effect or anticipated

effect of the occurrence on the performance of TSSC's obligations under this agreement. TSSC will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence on its performance under this agreement.

14. MISCELLANEOUS: The rights of TSSC under this contract shall not be deemed waived except when specifically stated in writing and signed in writing by an authorized officer of the TSSC. There is no other agreement or warranty between Exhibitor and TSSC, except as set forth in this document.

By his/her signature below, the individual signing this contract represents and warrants that he/she has been duly authorized to execute this binding contract on behalf of the named Exhibitor.

Authorized Signature _____ Date _____

Name (Please Print) _____ Title _____

RESERVED FOR Thrive 2023 - * DO NOT WRITE BELOW THIS LINE *

Accepted by Trade Show Solutions Center, LLC. By: _____ **Date:** _____

EXHIBIT SPACE ASSIGNMENT: _____ **Price** _____ **Payment Due Date** _____