

Blackstorm's 1st Annual Wine, Beer & Spirit Fest
September 9, 2023
The Beehive 1000 E. 60th St. LA CA 90001

EXHIBITING COMPANY INFORMATION

COMPANY NAME			
WEBSITE FOR LISTING			
STREET ADDRESS			
CITY		STATE	
CONTACT		TITLE	
PHONE			
SOCIAL MEDIA HANDLE			
EMAIL		Vendor type	

WINE, BEER, & SPIRIT BRANDS (pouring) \$250.00 _____

- Table, 2 Chair, Tablecloth, Booth ID Sign, Dump Bucket, waist Basket, Water
- A limit of 2 ice bags will be provided
- Please bring your own ice bucket or ice storage
- **List what you will be pouring and its region:** _____

Other (Apparel, Travel, Advertising) \$250.00 _____

- Table, 2 Chair, Tablecloth, Booth ID Sign
- Listing on website, social media & show program

Food Truck \$350.00 _____

- Listing on website, social media & show program

A deposit equal to 50% of the Total Exhibit Space Fee is due with the signed Agreement. The remaining balance will be due by March 1, 2023. If this Agreement is submitted on March 2, 2023, or after, the full amount is due at that time. Please Note: Only Exhibitors with accounts that are paid in full will be allowed onto the show floor to set up their booth.

Please sign and date this Agreement, and return it to lakesha@blackstormvodka.com
Payment link:

<https://checkout.square.site/buy/ZDLQ2DINLNGT3KFDAOJ6HHTB>

www.Blackstormwinebeerandspiritfest.com

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TERMS & CONDITIONS

All Exhibitors and their representatives participating in the Event identified on the front page of this Exhibit Space Agreement (this "Agreement") agree to be bound by and are required to comply with the terms and conditions ("Terms and Conditions") stated in this Agreement, as well as the Event Rules and Regulations or Event Guidelines and the Exhibitor Services Manual or Service Kit (hereinafter collectively referred to as the "Event Rules and Regulations"), which are integral to and fully incorporated by reference into this Agreement. In consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

1. **Event Rules and Regulations:** Event Management will have the right, in its sole and absolute discretion, to establish and/or modify the Event Rules and Regulations and the use of Exhibit Space covered by this Agreement, as deemed appropriate by Event Management. Event Rules and Regulations shall be made available to each Exhibitor prior to the Event.
2. **Effective Date of Agreement:** Upon Exhibitor's execution of this Agreement, this Agreement becomes a binding contract between Event Management and Exhibitor (the "Effective Date"), subject to each party's respective rights set forth in this Agreement. A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of this Agreement to Event Management. As of the Effective Date Exhibitor agrees to (i) use the Exhibit Space assigned by Event Management in accordance with the Terms and Conditions and the Event Rules and Regulations; and (ii) pay the required Exhibit Space Fee by the deadline dates established herein. No Exhibitor shall be permitted to exhibit or participate in the Event or gain access to the Festival Facilities unless and until Exhibitor has paid the full Exhibit Space Fee, and provided the required Certificates of Insurance by their deadline dates.
3. **Products & Services Displayed:** Exhibitor may display or exhibit only products and services comprising materials, equipment, apparatus, systems and other component products or services as set forth on the first page of this Agreement and/or deemed by Event Management, in its sole discretion, to be relevant to industry/s or field/s which are the primary focus of the Event. Event Management, in its sole and absolute discretion, will determine whether a prospective Exhibitor is eligible to participate in the Event, the suitability any merchandise or service for exhibit or display, the amount of Exhibit Space provided an Exhibitor, and Exhibit Space assignment and placement. Event Management reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space. The design of Exhibit Booths will be controlled and approved by Event Management exclusively, in its sole discretion.
4. **Exhibit Space Refusal or Modification by Event Management:** The execution of this Agreement, the timely payment of the Exhibit Space Fee, or Event Management's deposit of Exhibitor's Exhibit Space Fee payments does not guarantee that Exhibitor will be (i) permitted to exhibit at the Event; (ii) assigned to a particular exhibit hall, section or location within the Festival Facilities; or (iii) provided with the actual amount of Exhibit Space requested. Notwithstanding anything herein to the contrary, Event Management, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Event Management shall not be held responsible or liable for any costs, expenses, damages, or any other sums whatsoever incurred by the Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification, or change in Exhibit Space assignment. If the Exhibitor's Exhibit Space application is rejected or canceled by Event Management prior to the Event, the Exhibit Space Fees paid by the Exhibitor will be refunded, except if the rejection or cancellation is due to the Exhibitor's breach of this Agreement or as otherwise stated herein.

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5. Compliance Requirements: Exhibitor agrees to abide by, adhere to, and be bound by all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including without limitation fire, utility, and building codes and regulations, and any rules or regulations of the Festival Facilities, including any union labor work rules.
6. Event-Related Commercial Messages: To the extent, the Exhibitor provides any information to Event Management, including contact information and other personally identifiable information, the Exhibitor hereby grants to Event Management the right to use or release such information for all lawful Event Management and Event-related business purposes.
7. Restrictions on Assignment and Subleasing Exhibit Space: Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part thereof, without the prior written approval of Event Management, which approval may be withheld in Event Management's sole discretion. This Agreement, the Terms and Conditions, and the Event Rules and Regulations will be binding upon and inure to the benefit of the Event Management's approved successors, assigns, and personal representatives of the Exhibitor. Any attempted sale, sharing, subletting, assignment, transfer, or conveyance of this Agreement or any portion of the Exhibit Space in violation of this Section shall constitute a breach of this Agreement and such action will be voidable at the option of Event Management.
8. Scheduling or Location Changes: Exhibitor acknowledges and agrees that Event Management reserves the right to change, increase or decrease Event hours, number of days, Event dates, Event location or Event name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Event Management elects to re-name, change, increase or decrease Event hours, days, Event dates or Event location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Festival Space Fees or deposits paid or payable by Exhibitor to Event Management. Additionally, if Event Management relocates the Event to a different city than originally scheduled over dates which are not more than 60 days earlier or 60 days later than the original Event dates, no refund will be due to the Exhibitor, but Event Management shall assign to the Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Event Management deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Event Management elects to terminate the Event other than for a reason previously described in this Section, Event Management shall refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of Event Management to Exhibitor and Exhibitor waives all claims it might have against Event Management for damages or expenses and discharges all claims against Event Management in exchange for such refund.
9. Condition of Festival Facilities: Event Management makes no representations or warranties, express or implied, to the Exhibitor regarding the condition of the Festival Facilities or the utilities provided by the Festival Facilities, or the success of the Exhibitor's efforts for which the exhibit space will be used or to the number of Event attendees or the demographic nature of such attendees.
10. Breach: If Exhibitor fails to make any payments on time as stated herein or breaches or defaults in any of its obligations under this Agreement, Exhibitor shall be deemed in material breach of this Agreement. Except as set forth in Section 10, in the event of breach by Exhibitor of its obligations under this Agreement, Event Management will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space deposit and all other monies paid to Event Management prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to vacate the Festival Facilities, as applicable, and Exhibitor expressly agrees to (i) waive its rights to receive any early bird payment discounts, and (ii) pay Event Management the full Exhibit Space Fee set forth on the front of this Agreement, together

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with all costs of collection incurred by Event Management including but not limited to all reasonable attorneys' fees, court costs, and interest. Event Management's rights under this Section are non-exclusive remedies and Event Management expressly reserves any and all of its rights and remedies under applicable law. Additionally, Event Management shall have the right, but not the obligation, to license the subject Exhibit Space to another party prior to the Event without any refund, rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder. Event Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. The exhibitor's right to obtain and use complimentary exhibitor personnel badges shall immediately be revoked and forfeited in the event Exhibitor breaches this Agreement by canceling or terminating this Agreement or withdrawing or failing to participate in the Event. A breach by the Exhibitor of its obligation under this Agreement (including breaches described in Section 10 above) shall jeopardize Exhibitor's ability to exhibit at future Event Management Events.

11. **Right to Off-set:** Exhibitor expressly acknowledges that Event Management reserves the right to apply any Exhibit Space Fee and deposit amounts paid pursuant to this Agreement (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitors or its affiliates and Event Management or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor agrees to pay to Event Management the amount offset against a past due amount within 10 days of the date of Event Management's notice or, if the deadline for the applicable payment is more than 10 days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in default of its payment obligations under this Agreement and Event Management shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.
12. **Force Majeure:** If the Event is terminated for any reason beyond the reasonable control of Event Management, including without limitation acts of God, war, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather, epidemic or pandemic, or any other comparable calamity or casualty, Event Management may terminate this Agreement without liability, and Event Management may retain the earned portion of the Exhibit Space Fee required to recompense it for expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Exhibit Space Fee will be refunded to Exhibitor. If any part of a Festival Facility is damaged or if circumstances beyond Event Management's reasonable control make it impossible, impractical or inadvisable for Event Management to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Event, Event Management will retain the right to relocate Exhibitor. If, Event Management, in its sole discretion, determines that relocation is not feasible, Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor, and Event Management will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Event Management up to the time of termination, in full satisfaction of all liabilities to Exhibitor, and Exhibitor agrees to waive all claims it might have against Event Management for damages or expenses discharge of all claims against Event Management in exchange for such refund.
13. **Indemnification:** To the maximum extent permitted by law Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to Event Management), and hold harmless, Event Management, the Festival Facilities, and City where the Event is held and their respective owners, directors, officers, members,

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September 9, 2023
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employees, affiliates, service contractors, agents and representatives, as applicable, from any and all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, seizures, impoundments, investigations, rights, damages, and all other costs and charges in connection with or arising out of (i) Exhibitor's use of any the Festival Facilities or Event services, (ii) Exhibitor's noncompliance with or breach of this Agreement or any statutory, regulatory or common law obligation, (iii) Exhibitor's failure or alleged failure to obtain any necessary third party licenses (ASCAP, BMI, SESAC, etc.) to stage, produce and/or perform any copyrighted musical or other works in connection with Exhibitor's activities at the Event; (iv) Exhibitor's direct or indirect infringement of any copyright, trademark or other intellectual, proprietary, publicity or privacy rights of any third party in connection with Exhibitor's activities at the Event or any public relations, promotional or other material furnished by or on behalf of Exhibitor; and (v) any claims of property damage or personal injury including death, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or its products or any of its directors, officers, employees, agents, representatives, guests or invitees, except to the extent due to the sole negligence or willful misconduct of Event Management or its owners, directors, officers, employees, representatives and agents.

14. Insurance: Exhibitor has full responsibility for its product, equipment, displays, and Exhibit Space personnel. As a condition for the Exhibitor's right to exhibit at the Event, the Exhibitor, at its own expense, agrees to maintain adequate insurance to fully protect and indemnify Event Management and its affiliates, co-sponsors, service contractors, and the Festival Facilities from any and all claims, arising from Exhibitor's presence or activities at the Event. The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Festival Facilities while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, Event days and move-out days. The above required policies must name as "Additional Insured" by endorsement: Event Management (SILVER-INCE PRODUCTION LLC), the Festival Facilities and the City where the Festival is held and their respective members, officers, directors, agents, representatives and employees (the "Insured Entities").
15. Limitation Of Liability: EXHIBITOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE EVENT, INCLUDING WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND EXHIBITOR'S EXHIBIT) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT. IN NO EVENT WILL EVENT MANAGEMENT, EVENT MANAGEMENT'S SERVICE CONTRACTORS, THE FESTIVAL FACILITIES OR THE CITY WHERE THE FESTIVAL

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FACILITIES ARE LOCATED, OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. EVENT MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS. EXHIBITOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW EVENT MANAGEMENT'S MAXIMUM LIABILITY TO THE EXHIBITOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, OR JUDICIAL DETERMINATION OF EVENT MANAGEMENT'S WRONGFUL CANCELLATION OF EXHIBIT SPACE WILL BE LIMITED SOLELY TO THE RETURN OF ALL OR A PRORATED PORTION OF ANY EXHIBIT SPACE FEE PAYMENT PREVIOUSLY PAID TO EVENT MANAGEMENT BY EXHIBITOR.

16. Americans with Disabilities Act: Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor acknowledges and agrees that, in connection with the Event, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA").
17. Intellectual Property, Music Licensing, and Use of Copyrighted Works: By executing this Agreement, Exhibitor represents and warrants to Event Management that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Event and all affiliated events. To the extent necessary to fulfill Event Management's express obligations hereunder, including without limitation, to advertise, promote and market the Event or any other website owned by Silver-Ince Production or to use in connection therewith, Exhibitor hereby grants Event Management a nonexclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impressions, or other intellectual property owned by others at the Event.
18. Photographs and Recording: From time to time, photographs, motion pictures and/ or video recordings (collectively the "Recordings") may be made in the Festival Facilities, which Recordings may include images of the Exhibitor, its employees, agents, representatives, spokespeople, and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such Recordings whether by Event Management, its agents, attendees, or other exhibitors. By signing the Exhibit Space Agreement, Exhibitor, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, and spokespeople, hereby license and authorizes Event Management to use the names trademarks, trade names, and logos and likenesses of Exhibitor and of any of Exhibitor's principals, employees, officers, directors, agents, representatives, and spokespeople participating in the Event or any associated events and depicted in any of the Recordings for commercial purposes, including, without limitation, to advertise, promote and market the Event.
19. Event Management Decisions: Any and all matters, compliance issues or questions not specifically covered or addressed in this Agreement, the Rules & Regulations will be subject solely to the decision and

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September 9, 2023
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determination of Event Management. Exhibitor agrees that Event Management will have full power in any matter of interpretation, amendment and enforcement of all Terms and Conditions and Event Rules and Regulations, Sponsorship Materials and in the Facility Management contract, to which Event Management is or will be a party as it deems necessary for the general success of the Event, and in all instances Event Management's rulings will be final.

20. **Governing Law/Arbitration:** This Agreement and these terms and conditions shall be construed as a whole in accordance with their fair meaning and the laws of the State of California. The Exhibitor and Event Management agree that any and all disputes in any way relating to, or arising out of this Agreement or the assignment, use, denial, change, or cancellation of exhibit space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in Santa Monica, CA. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such arbitration. **THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL TO WHICH THEY MAY BE OTHERWISE ENTITLED.**
21. **Miscellaneous:** This Agreement shall not constitute nor be considered to create a partnership, employer/employee relationship, joint venture or agency between Event Management and Exhibitor. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Agreement. If any portion of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Event Management. Termination of this Agreement will not affect or modify those obligations of the Parties under this Agreement that by their terms are to survive the termination of this Agreement. Upon Exhibitor's execution of the Agreement Exhibitor acknowledges that it has read and understands the Terms and Conditions and the Event Rules and Regulations, and expressly agrees to accept the same extent as if set forth in full in the Agreement.
22. **Entire Agreement:** This Agreement, the Event Rules and Regulations and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Event Management and Exhibitor pertaining to the Event and supersede any and all prior oral or written understandings, quotations, communications and agreements. No person is authorized to make any changes, amendments or modifications to this Agreement without the written consent of a duly authorized representative of Show Management.

SIGNATURE _____ **PRINT NAME** _____

DATE _____