

May 10-11, 2022 Embassy Suites Nashville South Cool Springs (Franklin, TN)

Produced by Embassy Holdings, dba cavlo 1951 Stella Lake Street, Suite 26 Las Vegas, NV 89106

The entity named below hereby requests exhibit space at the **cavlo** trade show and, if approved, agrees that A) a bona fide employee of the exhibitor will staff the exhibit space; B) it will not sell any product or service on the exhibit floor during show hours; and C) it will promote its participation at **cavlo** to its client base via its website and social media channels on a weekly basis.

MANAGEMENT RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO DETERMINE THE SUITABILITY OF ANY APPLICANT TO PARTICIPATE IN **cavlo** AND/OR ANY AFFILIATED EVENT OR PROMOTION, AS WELL AS THE SUITABILITY OF ANY APPROVED APPLICANT'S SPECIFIC DISPLAY, STAND, CONTENT, MATERIAL AND/OR MANNER OF DISPLAY OF SAME. BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION. PLEASE READ IT CAREFULLY AND CONTACT MANAGEMENT REGARDING ANY DESIRED EXCEPTIONS.

EXHIBITOR INFORMATION

Company Name (for program, badges, etc.): _____

Primary Contact: _____ Title: _____

Email: _____ Phone: (____) ____ - _____

Company Address: _____

City: _____ State: _____ Zip: _____

Web Page URL: www. _____ Twitter: _____ Facebook: _____

Marketing Contact: _____ E-Mail: _____ Phone: (____) ____ - _____

Billing Contact: _____ E-Mail: _____ Phone: (____) ____ - _____

At-Show Contact: _____ E-Mail: _____ Phone: (____) ____ - _____

Please list the brand/s you wish to display in your exhibit space (brand allowance: 10x10 = 1, 10x15 = 1, 10x20 = 2 max):

EXHIBIT SPACE REQUEST

Platinum Partner: Exclusive title sponsor of the show, top billing on the **cavlo** website, a furnished and powered 300sf exhibit space, five (5) exhibitor badges & 10 hotel room nights: **\$4,995**

A **200sf** (~10x20) exhibit space: includes pipe-and-drape (8' back, 3' sides), table & two chairs, wastebasket, 10 amps of 120-volt power, three exhibitor badges & six hotel room nights **\$3,495**

A **150sf** (~10x15) exhibit space: includes pipe-and-drape (8' back, 3' sides), table & two chairs, wastebasket, five amps of 120-volt power, two exhibitor badges & four hotel room nights **\$2,995**

A **100sf** (~10x10) exhibit space: includes pipe-and-drape (8' back, 3' sides), table & two chairs, wastebasket, five amps of 120-volt power, two exhibitor badges & two hotel room nights **\$2,495**

In addition to our exhibit space, we'd like to be the exclusive equipment sponsor for _____ (product type/s) to be used at all **cavlo** events including the Panel Discussions. **\$495**/product type (ex: microphones, cameras, signage, speakers, mixer, switcher, etc.)

We will need _____ additional exhibitor badges at **\$50** each.

TERMS & PAYMENT

All applications are on a "first come, first served" basis. A fifty-percent (50%) deposit is required to secure any services & payment in full (100%) for all items ordered is due by April 15, 2022.

Neither the initial deposit nor any subsequent payments are refundable at exhibitor's request.

Payments not received by April 15 will result in service forfeiture with no refund of any previous payments. If the show is canceled by Management, exhibitor will receive a full refund of all monies paid.

*Paying by check? Please make it payable to **cavlo** and mail it to the address above*

Paying by Credit Card? Card Holder Name: _____
E-Mail: _____ Phone: (____) ____ - _____
We will email the cardholder an electronic invoice with a secure link for payment;
credit card payments will incur a 3.15% administrative fee)

Having read & completed this application for exhibit space and/or promotional opportunities, we hereby agree to all of the conditions, rules & regulations so put forth.

Signed: _____ Date: ____/____/2022

Name (printed): _____ Title: _____

OFFICE USE ONLY

Date rec'd: ____/____/22
 COI: ____ Space #: ____
 Deposit rec'd: ____/____
 Balance rec'd: ____/____

The following terms and conditions shall apply to this agreement and are binding upon the parties hereto:

1. Exhibit space rental and sponsorship opportunities at **cavlo** are offered at Management's discretion on a "first-come, first-served" basis to manufacturers and service providers of commercial entertainment and communication technologies - including commercial audio, video, lighting, control and communication equipment - and, if approved, are confirmed only upon receipt of deposit. A fifty-percent (50%) deposit is required to secure any services and payment in full (100%) for all items ordered is due by April 15, 2022. **Neither the initial deposit nor any subsequent payments are refundable at exhibitor's request.** Payments not received by April 15 will result in service forfeiture with no refund of any previous payments. If the show is canceled by Management, exhibitors will receive a full refund of all monies paid. Exhibitors that wish to downsize their contracted exhibit space will be subject to a "downsizing fee" that is equal to fifty percent (50%) of the difference between the original exhibit space rental fee and the smaller exhibit space's rental fee. Sponsorships are non-refundable.
2. Show safety is of paramount concern. No exhibitor may arrange, display and/or operate equipment in such a way as to create an unsafe condition, i.e., using flammable materials, protruding into the aisle, overloading electrical circuits, erecting improperly supported displays, etc. No element of any exhibit may be more than ten (10) feet tall. No exhibitor is permitted to distribute food or beverage from their exhibit space. All exhibitors are encouraged to remain vigilant & report any safety concerns to Management. Management reserves final determination as to the safety of any element of any exhibitor's display.
3. Brand limits will be enforced and all brands to be exhibited must be named in this agreement. Exhibitors are not permitted to assign or sublet any part of the space allotted to them by this agreement; nor shall they exhibit, or permit to be exhibited in their space, any merchandise or advertising materials which are not part of their company's regular products or services without the prior written authorization of Management. Distributors and Rep firms may only display products and services that were part of their standard, publicized (as evidenced on their website) offering as of March 1, 2022.
4. Exhibit installation must be done on Tuesday, May 10, 2022 between 9:00am and 5:00pm. If an exhibit is not installed and ready for show opening by 8:00am on Wednesday, May 11, 2022 said space shall be considered forfeited and Management reserves the right to make use of that exhibitor's space in any way it so deems adds value to the show, with no refund eligible to the original exhibitor; indeed, the original exhibitor shall still be liable for the fulfillment of their agreement and full payment thereof. Setup hours are subject to change by Management with a minimum of five (5) day notice to exhibitors. Management reserves the right to schedule specific exhibits' installation to ensure show floor access.
5. Exhibitor shall not engage the services of any outside contractor for any service other than transportation without prior written permission.
6. Show hours are from 8:00am - 5:00pm on Wednesday, May 11, 2022. Show hours are subject to change by Management. No deliveries are permitted during show hours. No display may be disassembled or removed during show hours.
7. Exhibits are to be kept intact until the closing of the show at 5:00pm on Wednesday, May 11, 2022. All contents must be removed by 9:00pm. Any material not removed by 9:00pm will be considered abandoned and disposed of by Management at exhibitor's expense.
8. Management reserves the right to decline to permit and/or continue to permit an exhibitor to conduct, maintain and/or operate an exhibit if, in the sole judgment of Management, said exhibitor or exhibit, or proposed exhibit, shall in any respect be deemed unsuitable. This reservation relates to any aspect of the exhibit and/or proposed exhibit: persons, conduct, clothing, articles of merchandise, printed matter, souvenirs, catalogs, and any other thing, without limitation, which management feels affects the character of the exhibit and, by extension, the show.
9. Sound reproduction devices (i.e., loudspeakers) should be adjusted to conversational levels during constant use. Momentary (15 seconds or less) increases in volume are permissible if acceptable by the exhibitor's immediate neighbors. Management reserves the right to restrict the use of glaring lights, objectionable effects and/or sound reproduction devices. Please—be a good neighbor.
10. Exhibitor agrees to indemnify and hold Management harmless from any claim of copyright, trademark, service mark and/or intellectual property infringement for any content and/or materials that are part of their exhibit.
11. With the exception of the show's defined sponsorship opportunities, distribution of marketing and advertising materials must be confined to exhibitor's assigned exhibit space and — in the interest of good health and hygiene practices — should be done in a manner that minimizes physical contact (i.e., no "grab bags" or "self-service" items — please hand individual items one-at-a-time to each person).
12. Exhibitor shall staff their space with individuals who are qualified to fully discuss the capabilities of the items and/or services exhibited.
13. Exhibitor agrees to protect, save & hold **cavlo** and all agents & employees thereof (the "Indemnitees") forever harmless from any damages or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, and save and hold harmless the Indemnitees against and from any and all losses, costs, damage, from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, or any part thereof. Watchmen will be furnished, but the furnishing of such watchmen will not be deemed to affect the non-liability of this section of the agreement. If insurance is desired, it must be secured by the exhibitor. It is recommended that exhibitors take individual precautionary measures such as securing easily transportable articles of value & the removal of same to a place of safekeeping while their exhibit is not staffed. It is further agreed that all material brought by the exhibitor is the responsibility of the exhibitor and that Management hereby disclaims all responsibility for these articles. The parties hereto acknowledge that the foregoing disclaimer of liability has been negotiated between the parties and is reflected in the charges applicable to this agreement.
14. Exhibitor agrees to provide a current Certificate of Insurance evidencing at least \$1,000,000 in general liability insurance in force and indicating "Embassy Holdings, dba cavlo and any officer, member, employee and/or agent thereof" (address above) as "Additional Insured" by April 15, 2022.
15. In the event of postponement of the show for any cause, it is agreed that Management shall have a period of up to two-hundred & seventy (270) days from the show date to reschedule and reproduce the show. If the show is rescheduled & reproduced within this period, it is agreed that all aspects of this agreement remain intact & that exhibitor will reschedule their exhibit in order to participate in the rescheduled show or forfeit all monies paid.
16. Exhibitor agrees that Management has the right to amend or alter the terms and conditions of this agreement from time to time as need arises provided Management gives notice of at least five (5) days to the exhibitor. Each exhibitor, for themselves, their agents and employees, agrees to abide by the conditions, rules & regulations laid out herein and any future alterations and/or modifications communicated by Management in subsequent communication/s.
17. Exhibitor grants Management and Management's vendors permission to communicate directly with the exhibitor electronically.
18. Exhibitor agrees that Management may use, at its sole and unfettered discretion, any photographs, audio and/or video recordings and written testimonials taken at the show for its own purposes.
19. Exhibitor agrees that show photography and videotaping will be permitted by only the official Show Photographer.
20. Should any clause of this agreement be found by a court of competent jurisdiction to be unenforceable, the remainder of this agreement shall remain in full force and effect.
21. It is agreed that all disputes arising from this agreement or participation in the show described by this agreement shall be adjudicated under Nevada law in the courts of Clark County, Nevada, USA.

Initials: _____