

October 6-7, 2021 Texas Live! and The Sheraton Arlington Arlington, Texas

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 PARTICPATE 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, booth sign, 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 brands you wish to display in your exhibit space (brand allowance: 10x10 = 1, 10x15 = 2, 10x20 = 3 max):

EXHIBIT SPACE REQUEST

- Platinum Partner: Exclusive title sponsor of the show, top billing on the cavlo website and the primary 10x20 exhibit space: \$4,995
A 10 x 20 (200 square feet) exhibit space: includes pipe-and-drape (8' back, 3' sides), table & two chairs, wastebasket, 10 amps of 120-volt power and three (3) exhibitor badges \$2,495
A 10 x 15 (150 square feet) exhibit space: includes pipe-and-drape (8' back, 3' sides), table & two chairs, wastebasket, five amps of 120-volt power and two (2) exhibitor badges \$1,995
A 10 x 10 (100 square feet) exhibit space: includes pipe-and-drape (8' back, 3' sides), table & two chairs, wastebasket, five amps of 120-volt power and one (1) exhibitor badge \$1,595
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 and Educational Sessions. \$495 (per product type) (ex: microphones, speakers, mixer, projector, screen, etc.)
We will need \_\_\_\_\_ additional 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 September 15, 2021.

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

Payments not received by September 15 will result in service forfeiture with no refund of any previous payments. If the show is cancelled 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 swill 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: \_\_\_\_/\_\_\_\_/2021
Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

OFFICE USE ONLY

Date rec'd: \_\_\_\_/\_\_\_\_/21
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, as well as affiliated firms (such as distributors and rep firms) - 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 September 13, 2021. **Neither the initial deposit nor any subsequent payments are refundable at Exhibitor's request.** Payments not received by September 13 will result in service forfeiture with no refund of any previous payments. If the show is cancelled 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, intruding 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 July 1, 2021.
4. Exhibit installation must be done on Wednesday, October 6, 2021 between 9:00am and 5:00pm. If an exhibit is not installed and ready for show opening by 8:00am on Thursday, October 7, 2021 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 from Management.
6. Show hours are from 8:00am - 5:00pm on Thursday, October 7, 2021. Show hours are subject to change by Management. No delivery or removal of equipment and/or materials is permitted during show hours.
7. Exhibits are to be kept intact until the closing of the show at 5:00 on Thursday, October 7, 2021. All contents must be removed by Midnight, Thursday, October 7, 2021. **Any material not removed by this time and date will be considered abandoned and removed by Management at exhibitor's expense and disposed of at Management's discretion.**
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. Exhibitors 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 for 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, & save & hold harmless the Indemnitees against & from any & 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 & 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 & 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 September 13, 2021.
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.
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 & 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 & videotaping will be permitted by only the official Show Photographer / Videographer.
20. Exhibitor agrees that, 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.

Initials: \_\_\_\_\_