



## Momentum Fest Exhibitor Application & Agreement

Event Name: Momentum Fest

Event Date: June 26-28, 2020

Event Location: Omni Interlocken Hotel, 500 Interlocken Blvd, Broomfield, CO 80021

Company Name: \_\_\_\_\_

Representative/Contact: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Short description of how you will be using your expo space: \_\_\_\_\_

Exhibitor Packages (chose one):

8' x 10' expo booth - \$895

8' x 20' expo booth - \$1695

Optional Upgrades:

Check here if you would like to be included as a gift sponsor for presenters, volunteers and ambassadors. The requirement includes donating between 20-35 gifts of \$20 retail value or more. These must be a concrete item (no coupon cards or fliers accepted). The items can be branded with your logo/name upon Momentum Fest approval. Benefits to you include being listed as a gift sponsor on our website and promotional material, as well as exposure to your products for the gift recipient.

Payment type (chose one):

Paypal invoice

Written check

Exhibitor booths & agreement include:

- 1 table with draped linen
- up to 4 banquet chairs
- Free ticket to Momentum Fest for up to 2 members of your exhibitor team (able to take classes when not working the booth)
- Inclusion in social media and email marketing for attendees leading up to event (you can provide coupons for attendees to use onsite, images and copy for this)

The exhibitor area for this event will be held inside. Exhibitor booths will be located in the foyer outside of the main event ballrooms. The event itself runs three full days June 26-28, 2020. Exhibitors are required to have their booth ready for attendees by 7:00am on June 26 and MUST keep their booths up through 2:00pm on June 28. Booths will need to be broken down by 6:00pm on June 28, 2020.

You will be allowed to set up your booth starting at 5:00pm on Thursday, June 25, 2020.

All exhibitors are required to take credit cards for purchases and will be required to provide a compliant certificate of insurance for the event.

Any additional needs not listed above and not provided free of charge by the hotel may be subject to additional charges through the hotel itself. This may include the shipment of boxes before the event begins, extra power cords for the booth, etc.

\* Payment for booth space is due on the date of this executed agreement. Send written check made out to Momentum Fest LLC to 2255 N. Sheridan Blvd, C104, Denver, CO, 80214. If PayPal invoice or Venmo is indicated above, we will contact you with details.

By signing this Agreement, vendor accepts the terms and conditions as listed in this contract. Vendor understands that this Agreement shall be legally binding between Momentum Fest LLC and the Exhibitor.

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Exhibitor Representative Name & Title

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Company Name

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Exhibitor Representative Signature

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Date

## 1. AGREEMENT

These terms and conditions of Exhibitor Agreement (the “Terms and Conditions”) are entered into by Momentum Fest LLC and the exhibitor (“Exhibitor”), whose name is set forth on the above Information Form (“Information Form”). Together, the Information Form and these Terms and Conditions (collectively, the “Exhibitor Agreement”) shall govern the performance of the Exhibitor (the “Exhibitor”), as described further in this Exhibitor Agreement.

Momentum Fest LLC reserves the right to accept or refuse any Exhibitor Agreement or proposed Exhibitor at its sole discretion. Momentum Fest LLC reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by Momentum Fest LLC for the general success of the Event. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Exhibitor Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Exhibitor agrees to be bound thereby.

## 2. PAYMENT & CANCELLATION POLICY

Full payment must be received with the Information Form to secure the Exhibitor exhibit space. Without full payment, Momentum Fest LLC cannot guarantee and will not reserve the exhibit space for Exhibitor. All exhibit space payments are non-transferable and non-refundable.

## 3. ASSIGNMENT OF EXHIBIT SPACE

Assignment of exhibit space is decided on by Momentum Fest. Requests are taken on a first come first serve basis upon execution of this agreement. After assignment, booth location may not be changed, transferred or canceled except upon written request and with Momentum Fest written approval. Notwithstanding the above, Momentum Fest reserves the right in its full discretion on all assignments of exhibit space, and may change location assignments at any time, as it may in its sole discretion deem necessary. Exhibitor shall not sublet or share their contracted space or any portion thereof without prior written consent of Momentum Fest. Exhibitor is responsible for keeping aisles near its exhibit free of congestion caused by demonstrations, distribution of literature, or other activities. The Exhibitor agrees to have its exhibit space ready for customers by 7:00am on Friday, June 26, 2020, and to remove its display and equipment from the Event Facility by 6:00pm on Sunday, June 28, 2020. In the event of a failure to do so, or failure to return the allocated space to the same condition as provided, the Exhibitor agrees to pay for any additional costs and expenses incurred. (Exhibitor area will be available for set up starting at 5:00pm on Thursday, June 25, 2020.) Exhibitors cannot begin breakdown of their booth until 2:00pm on Sunday, June 28, 2020.

## 4. COMPLIANCE

Exhibitor agrees to comply with all rules, regulations and policies of Momentum Fest LLC, as currently in existence and as may be adopted hereafter by Momentum Fest LLC.

## 5. EXHIBITOR APPROVAL

All Exhibitor activities and promotions concerning or involving the Event are subject to approval by Momentum Fest LLC. Momentum Fest LLC reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Exhibitor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which Momentum Fest LLC determines to be objectionable. In no event shall Momentum Fest LLC be liable for any expenses incurred as a result of such restriction, prohibition or removal.

## 6. EXHIBITOR MATERIALS

Momentum Fest LLC hereby grants Exhibitor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided Momentum Fest Logo for the sole purpose of marketing the Event as described above. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property rights of Exhibitor agrees to comply with the marking provisions of the trademark laws of the United States. Exhibitor agrees that its use of the Event Logo inures to the benefit of Momentum Fest LLC and that Exhibitor shall not acquire any rights as a result of this limited license. Any use of Momentum Fest LLC's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

## 7. COSTS & EXPENSES

All costs, fees, and expenses not directly covered or listed as benefits of Sponsorship on the Information Form are the full responsibility of the sponsor.

## 8. INDEPENDENT CONTRACTOR

The parties in this Agreement are acting as independent contractors. This Exhibitor Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Exhibitor Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

## 9. INTELLECTUAL PROPERTY

Subject to the provisions below relating to termination of the Agreement, Momentum Fest LLC's trademarks, service marks, brand names, logos and artwork displayed on the signs and other materials hereunder, and all trademark rights or copyrights in such signs and other materials, shall be and remain the sole and exclusive property of Momentum Fest LLC. Exhibitor shall not have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos or other proprietary symbols of Momentum Fest LLC without Momentum Fest LLC's prior written consent. Momentum Fest LLC's use of Exhibitor's name and logo pursuant to the Exhibitor does not convey Momentum Fest's approval, endorsement, certification, or referral of any product or service provided by Exhibitor.

## 10. CONFIDENTIALITY

"Confidential Information" means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential. Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The party receiving any such Confidential Information ("Receiving Party") will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the party disclosing such Confidential Information ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Exhibitor Agreement, the Receiving Party shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party (i) for the Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any

purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Disclosing Party; or (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party. Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement.

#### 11. INSURANCE REQUIREMENTS

Exhibitor agrees to obtain commercial general liability insurance to be in effect on the Event dates and shall furnish a certificate of insurance to Momentum Fest by June 1, 2019. Said limits of insurance shall be in an amount no less than \$1 million per occurrence and \$3 million in the aggregate. Exhibitor's insurance shall list Momentum Fest LLC as a certificate holder for the Event dates.

#### 12. COMPLIANCE WITH LAWS

Exhibitor will perform all of its obligations to Momentum Fest LLC in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Exhibitor in performing its obligations for the Event. Exhibitor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Exhibitor Agreement.

#### 13. INDEMNIFICATION

Exhibitor agrees to indemnify and hold Momentum Fest LLC, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the "Indemnities") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Exhibitor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with the Event and/or acts of the Exhibitor, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, Exhibitor expressly releases the Indemnities from any and all claims for loss, damage or injury.

#### 14. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for Momentum Fest LLC, and to the address set forth on the Information Form, as supplied by Exhibitor. Either party may change its notice address by using this procedure. Momentum Fest LLC, 2255 Sheridan Blvd, Ste C104, Denver, CO, 80214.

#### 15. TERMINATION

- a. In the event that the Event is cancelled by Momentum Fest LLC, Momentum Fest LLC will refund the applicable Exhibitor fee amount to Exhibitor within thirty (30) days of providing notification to Exhibitor of termination of the Event.
- b. Momentum Fest LLC may terminate this Exhibitor Agreement at any time in the event of material breach of this Exhibitor Agreement (including without limitation non-payment of fees) by Exhibitor.
- c. Momentum Fest LLC may terminate this Exhibitor Agreement without cause upon written notice provided to Exhibitor no less than ten (10) days prior to the Event. In the event that Momentum Fest LLC terminates the Exhibitor Agreement following a material breach, Exhibitor

shall receive no refund of the booth fee. However, when terminated by Momentum Fest LLC without cause, Momentum Fest LLC shall refund one hundred percent (100%) of the total Exhibitor fee that Exhibitor has paid as of the date of notice within thirty (30) days of providing such notice.

#### 16. GOVERNING LAW

This Exhibitor Agreement shall be governed by the laws of the State of Colorado, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Exhibitor Agreement shall lie exclusively in Denver County, Colorado.

#### 17. MISCELLANEOUS

a. Amendments to the Exhibitor Agreement. No term of this Exhibitor Agreement may be amended, modified or waived without the express written permission of each party hereto.

b. Representations and Warranties. Both parties represent and warrant that they have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. The execution and delivery of this Agreement will not violate or cause a breach of any other agreements or obligations to which either party is bound.

c. Limitation of Liability. Neither party will be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages arising to, of, or in relation to this Agreement, including lost profits, regardless of the form of the action or theory of recovery, even if such party has been notified of the possibility of such damages. This limitation or liability shall not apply to the sponsor's indemnification obligations under their sponsorship agreement or either party's breach of its obligations of confidentiality.

d. Force Majeure. Momentum Fest LLC shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of Momentum Fest LLC or its suppliers.

e. No Waiver. No delay or omission by either party in exercising any right or remedy under this Sponsorship Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

f. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

g. Assignability. Neither Party will assign this Agreement to any person, corporation or other entity without the prior written consent of the other Party. This Agreement and all of the terms and provisions hereof are binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

h. Entire Agreement. This Exhibitor Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Agreement may not be modified except in writing signed by both parties hereto.