GARAN-BEADAGIO, LLC

EXHIBIT SPACE RENTAL AGREEMENT

A. EVENT INFORMATION	
EVENT NAME	EVENT DATES
EVENT FACILITY	EVENT LOCATION

B. EXHIBITOR INFORMATION	
EXHIBITOR NAME	COMPANY NAME
ADDRESS	
EMAIL & PHONE	BUSINESS LICENSE

EXHIBIT SPACE BOOTH RESTRICTIONS: Requested exhibit space booth is tentative until final assignments are made. The dimensions and location of the exhibit space are approximate and not guaranteed. PROMOTER reserves the right to review all merchandise displayed and remove anything in its sole discretion is deemed unsuitable. Exhibit space shall not be adjusted or moved, and all materials, displays, and activities must be confined within the margins of the exhibit space. Exhibit space must be staffed at all times during EVENT. Exhibit space shall not be shared, sublet, resold, OR assigned without PROMOTER's consent. EXHIBITOR hereby grants PROMOTER the right to use and broadcast EXHIBITOR's name, brand, trademark, product images, and likeness for event promotion.

C. REQUESTED EXHIBIT SPACE BOOTH	
BOOTH LOCATION/NUMBER	SECOND/THIRD CHOICE
BOOTH DESCRIPTION	WHAT'S INCLUDED

RENTAL PACKAGE: In addition to the basic exhibit space rental, there are service add-ons that vary with each location, such as electrical outlets, additional display items, advertising, extra tables, and chairs, which are ordered separately; some locations require an ancillary service fee. If extra services are utilized but not purchased in advance, PROMOTER may charge any cards on file for the amount due.

D. EXHIBIT SPACE RENTAL PACKAGE COSTS	
EXHIBIT SPACE	ELECTRICITY
SERVICE FEE	DISPLAY RENTALS
ADVERTISING	EXTRA TABLES

PAYMENT TERMS: Exhibit space is offered for "rent" on an "AS IS" basis. A 50% deposit is due on signing and is required to reserve the requested exhibit space. Exhibit space assignments are not final until 50% deposit is received. Exhibit space rental agreement is not considered final until all funds due have been paid in full by the balance due date, and this Contract is approved by PROMOTER. If full payment is not received by the due date, the total rental fee will be subject to a 10% penalty charge. **All payments are non-refundable**.

E. PAYMENT INFORMATION	
TOTAL RENTAL FEE	DEPOSIT AMOUNT
BALANCE DUE	BALANCE DUE DATE

F. CREDIT CARD AUTHORIZATION	
ACCOUNT NUMBER	EXPIRATION & CVC
AMOUNT AUTHORIZED	DATE
AMOUNT AUTHORIZED	DATE
EXHIBITOR / CARDHOLDER SIGNATURE X	

I AUTHORIZE GARAN-BEADAGIO, LLC TO CHARGE MY CREDIT CARD, AND I UNDERSTAND THAT ALL SALES ARE FINAL, NO REFUNDS.

G. TERMS & CONDITIONS

- 1. This Contract sets rental terms for exhibit space at the event (EVENT), at the indicated location (FACILITY); and includes rules and regulations set forth in the Exhibitor Handbook (HANDBOOK), which are consistent with and incorporated into this Contract, and in addition to the terms listed in this Contract. Garan-Beadagio, LLC is the PROMOTER of EVENT, and the renter of exhibit space is herein called EXHIBITOR. The rental period for the exhibit space is indicated on the form as EVENT DATES. "Rent" of exhibit space including extra services refers to promotional services provided by PROMOTER and the temporary use of exhibit space by EXHIBITOR for the purpose of selling and displaying merchandise and does not refer to exchange or lease of real or tangible property nor the transfer of any rights of such property or rights of access outside EVENT hours.
- 2. HANDBOOK is available to be accessed online at https://www.beadagio.com/handbook or has been provided to EXHIBITOR.
- 3. EXHIBITOR assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, State and federal governing bodies, including obtaining licenses, permits, paying any fees, taxes, and other costs as a result of participation in EVENT. EXHIBITOR must comply with all safety, fire, and health ordinances applicable to its exhibit space, together with the rules and regulations of PROMOTER and FACILITY.
- 4. PROMOTER will make no refunds for any reason, including but not limited to EXHIBITOR failing to utilize all or part of exhibit space, leaving EVENT early, or being dissatisfied with outcome of EVENT. PROMOTER does not guarantee EVENT results.
- 5. If EXHIBITOR cancels this Contract, all payments made by EXHIBITOR shall be retained by PROMOTER.
- 6. In its sole discretion, PROMOTER reserves the right to make scheduling modifications to EVENT.
- 7. If EVENT cannot be held or is unfeasible to be held at FACILITY, PROMOTER reserves the right to cancel, postpone, or relocate EVENT. If EVENT is cancelled by PROMOTER and not relocated or postponed, PROMOTER will make a pro-rata reimbursement to EXHIBITOR after subtracting debts, expenses, and reasonable compensation to PROMOTER.
- 8. Move-in, set-up, break-down, and move-out are limited to a time schedule provided by PROMOTER. If EXHIBITOR has not set-up exhibit space at least two hours before EVENT opens, then EXHIBITOR will forfeit exhibit space.
- 9. Failure to leave exhibit space in the same condition as when EXHIBITOR first occupied it or failure to remove refuse materials will result in subsequent charges to EXHIBITOR for all costs incurred by PROMOTER, including a cleanup fee of \$300.
- 10. EXHIBITOR assumes liability for any damage to FACILITY that it or its staff causes in connection with the EVENT.
- 11. In the event of incidental charges arising from cleaning fees, damages to facility, equipment rental, extra services, or unpaid balances, EXHIBITOR hereby grants PROMOTER the right to charge any payment cards on file for the amount due.
- 12. EXHIBITOR hereby waives all rights to dispute or chargeback any charges related to the EVENT for any reason.
- 13. PROMOTER, its staff, or agents are not liable for loss, damage, or injury as the result of fire, flood, theft, or other such cause.
- 14. EXHIBITOR must purchase liability and property insurance to protect EXHIBITOR and its staff, with coverage limits of at least one million dollars, and list Garan-Beadagio, LLC as additionally insured under such insurance. PROMOTER shall not be liable for any personal injury, death, theft, property damage, loss, income loss, or property loss to EXHIBITOR or its staff and agents.
- 15. EXHIBITOR agrees to indemnify, defend, and hold harmless PROMOTER, its staff and agents, from and against any actions, suits, claims, liability, damages, injury, illness, or loss of life, including reasonable defense costs and attorney fees, arising out of or related to actions or omissions of PROMOTER or EXHIBITOR as allowed by law.
- 16. PROMOTER shall have full power and final jurisdiction in the interpretation and enforcement of rules contained herein. Any matter not addressed in either this Contract or in the HANDBOOK shall be subject to a final decision by PROMOTER.
- 17. PROMOTER reserves the right to void rental terms of this Contract, for failure by EXHIBITOR or staff to comply with any term or condition set forth herein, including rules and regulations in HANDBOOK, or if EXHIBITOR attempts to exhibit products different from stated in their application. Should rental be declared void during EVENT, EXHIBITOR shall forfeit exhibit space and remove all property, at PROMOTER's direction, without liability to PROMOTER, and no refunds will be made.
- 18. If any provision of this Contract is unenforceable, all remaining provisions shall remain in full force and effect. The failure to enforce any provision shall not affect that party's right to enforce it thereafter, or the right to enforce any other provision.
- 19. Signatures via facsimile, email, or electronic duplication are acceptable and enforceable. This Contract may be executed in counterparts, each of which shall be deemed to be an original.
- 20. The parties hereby agree that all disputes will be resolved through binding arbitration, governed by California law, and acknowledge that by placing their signature on this Contract, they are knowingly, voluntarily, and willingly foregoing their right to have any disputes resolved by a court of law. Despite the above, should any lawsuits be filed for any reason, the parties consent to resolve any disputes that have not been resolved by binding arbitration, in Nevada County, California. The prevailing party in an arbitration or court proceeding shall be entitled to recover reasonable attorney's fees and reasonable court costs.
- 21. The signing parties acknowledge this Contract is the complete agreement, superseding all prior negotiations and discussions and cannot be modified orally. Any and all modifications must be in writing and signed by ALL PARTIES to be effective.
- 22. All payments are non-refundable.

H. ACCEPTANCE	
x	
SIGNATURE OF EXHIBITOR	PRINT NAME, TITLE & DATE
I. APPROVAL BY PROMOTER	
x	

SIGNATURE OF PROMOTER DATE APPROVED