Bronner Bros. Inc. 4200 Wendell Dr. Atlanta, GA 30336 Phone: 1-800-547-7469 Fax: 404-681-9072

BronnerBros.com

The Nation's Largest & Best Multi-Cultural Beauty Show Y S H O W Family owned since 1947 INTERNATIONAL BEAUT

## **SHOW DATES:**

Mid-Summer: AUGUST 17 - 19, 2019

# **APPLICATION FOR EXHIBIT SPACE**

If you wish to lease Exhibit Space and be an Exhibitor at the Bronner Bros. International Beauty Show, please fill out the Application Form and return it to show management via Fax 404-681-9072 or by email to: MARISSA.CLAY@BRONNERBROS.COM. By completing and signing the Application Form, you are agreeing to the Terms and Conditions of being an Exhibitor at the Show. Please review the Terms and Conditions, which are provided on the back side before signing the Application Form.

PLEASE WRITE LEGIBLY Company Name: (as it appears in show listing) \_\_\_\_\_ \_\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_ City Address Key Contact Name\_\_\_\_\_\_ Show Site Contact Name\_\_\_\_\_ Email Telephone Brand Information - Bronner Bros. 2019 Exhibitor Product/Service Categories MUST ANSWER THE FOLLOWING QUESTIONS - Please check the appropriate categories of products or services that will be exhibited. O Cutting Tools O Health & Wellness O Shampoo/Conditioners **PRODUCTS & SERVICES** O Non-beauty Related O Association O Education & Training O Magazine O Skin Care O Barbering Supplies O Furniture O Manicure & Pedicure O Styling Tools O Trade Publications O Business O Hair Accessories O Nail Products O Computer/Software O Hair Color O Natural Hair Care O Wigs/Hair Extensions O Hair Relaxers O Cosmetics O Salon Attire **Exhibit Space Rates** Marketing & Advertising BOOTH SELECTIONS: Please indicate your booth preferences based on the **Show Guide Color Advertising Rates:** numbering of the 2019 floor plan attached. Do NOT submit as "same as last year." If no O 1/2 Page \$1,600.00 O Full Page \$2,500.00 exhibit are previously assigned, and no exhibit preference is listed, Show Management O Center Spread \$5,000.00 O Second Cover \$3,500.00 will assign in its discretion. O Third Cover \$3,200.00 O Back Cover \$4,200.00 Each 10'x10' booth includes the following package: One 6' draped table, Two chairs, ID sign, 8' back wall and 3' side rail, Five exhibitor passes, one Additional Brand Exposure: wastepaper basket, General listing in show guide. O Lobby Banner - Atlanta Booths: O Lobby Window Clings - \$800.00 (min. 4) O 10'x10' Inline \$2,000.00 O 10'x10' Corner \$2,100.00 O Product Showcase - \$250.00 ea. placement O 10'x10' Hair Gallery Corner \$2,000.00 O VIP Welcome Bags - \$500.00 O 10'x10' Retail Pavilion \$1,600.00 Two (2) exhibit locations we would consider: 1st\_\_\_\_ Please list any companies you prefer not to <u>Digital Media Opportunities:</u> place by if possible: O 3 day Full Image Video O Attendee E-Blast \$500.00 logo Lobby Ad \$600.00 O Homepage Carousel Logo \$500.00 Show Management cannot guarantee placement. Exhibitor must accept space O 1/10 Exhibit Floor Screen O Social Media Post \$375.00 per post assignment within 10 days following receipt of official notice of space assignment. O 1 day Full Image Video Lobby Ad \$250.00 Video Image \$150.00 O This is our first year exhibiting at Bronner Bros. O We are a returning exhibitor. Year (s):\_ **Payment Options** A 50% DEPOSIT IS DUE WITH ALL CONTRACTS: No exhibitor can display in Exhibitor fees can be paid via credit card online at www.BronnerBros.com If you would like to mail your payment- please make your check payable to

his booth any products, equipment or merchandise of any kind that was not included in booth contract description. Failure to abide will result in immediate removal from exhibit hall with all monies forfeited to show management. REFUNDS WILL NOT BE MADE AFTER JULY 1, 2019 FOR THE MID-SUMMER SHOW. Bronner Bros. may, without incurring any liability of any kind whatsoever, require an Exhibitor who violates any of the provisions of this contract or of its Conditions and Regulations, to remove fort with together with his products, equipment and furniture, from the show. Upon a breach of the contract by the Exhibitor, the management of the Show shall have the right to retain all fees and deposits therefore paid as liquidated and not as a penalty.

LIABILITY INSURANCE IS MANDATORY: Exhibitor must provide Bronner Bros. with a certificate of Insurance before booth assignment is continued.

We understand that this application will become a binding contract upon acceptance by Bronner Bros. and is subject to the terms, conditions, rules and regulations which constitute a part of, or are included in this application and contract.

DO NOT WRITE IN THIS SPACE. FOR MANAGEMENT ONL		
Space(s) Assigned:	Amount received:	
Balance Due \$	Date Received:	

### **Bronner Bros. Inc**

Mailing address: 4200 Wendell Dr., Atlanta, GA 30336 Attn: Marissa Clay – Exhibit Services Concierge Remaining balance due July 1, 2019 for Mid-Summer Show

Amount Enclosed	Date
Check#	
Credit Card (check one): O Amex	O Mastercard O Visa
Card Holder Name	
Card No	Exp. Date
O Charge my card the full amount	O Charge my card 50%

## **BRONNER BROS. AUG. 2019 TERMS AND CONDITIONS**

#### 1) CONTRACT FOR SPACE:

- a) Exhibitor's application for Exhibit Space in the Bronner Bros. International Beauty Show for March 2019 (hereinafter, the "Beauty Show"), properly executed by Exhibitor, shall upon written acceptance by Show Management constitute a valid and binding agreement subject to the terms and conditions contained herein. Show Management reserves the right to accept or reject any application for any reason.
- b) The move-in dates, the Show Dates, and the move out dates may be referred to collectively as the

Show Ferrod.		
2019 MOVE-IN MID-SUMMER SHOW AUG 17-19:	2019 MOVE-OUT MID-SUMMER SHOW:	
<b>Thursday,</b> August 15 / 8am - 5pm	Monday, August 19 / 6pm - 9pm	
Friday, August 16 / 8am - 5pm	Tuesday, August 20 / 8am - Noon	

- c) Show Management will not process Exhibitor's application for Exhibit Space until it has received from Exhibitor a deposit equal to at least Fifty Percent (50%) of the total estimated cost of the Exhibit Space requested by Exhibitor (the "Deposit").
- d) Application processing is not an assurance of eligibility. Show Management reserves the right to reject or prohibit any exhibit in whole or in part, or any Exhibitor, or its representatives, at its discretion, with or without cause. Additionally, Show Management reserves the right to remove from the Beauty Show site, at Exhibitor's expense, any merchandise Show Management deems unsuitable for display, or promotes products and services that Show Management deems ineligible for display under the terms and conditions of this Agreement. Further, Show Management reserves the right to exclude from display or demonstration any exhibit, or part thereof, that Show Management considers, at its discretion, to be objectionable or disturbing of the harmony of the Beauty Show.
- 2) EXHIBITOR RELEASE: Show Management maintains a general commercial liability policy covering the Beauty Show as set forth in Section 17 of this Agreement (the "Policy"). By submitting the Application for Exhibit Space, Exhibitor, Exhibitor's subsidiaries, affiliates, agents and successors in interest release Show Management from liability for any loss or injury to Exhibitor that exceeds or falls outside the coverage of the Policy and which arises from or is associated with Exhibitor's participation in the Beauty Show, and the cause of which loss is directly attributable to the GWCC premises or negligence on the part of Show Management.
- 3) EXHIBITOR ACCESS TO GUIDELINES AND RESOURCES: Upon receipt by Show Management of the Deposit, Exhibitor will receive access to web-based information, guidelines and resources designed to assist Exhibitor in planning for and effectuating the move-in, set-up and move-out of Exhibitor's exhibit (the "Guidelines"). Exhibitor shall comply with the Guidelines at all times during the Show Period.
- 4) ELIGIBILITY: The Beauty Show is a showcase of products intended for use and sale in the professional salon and spa industry. To be eligible for Exhibit Space, Exhibitor must be a manufacturer or distributor of cosmetics or cosmetology related products, or be a salon, school, industry entrepreneur or other bona fide industry contributor. Show Management determines, in its sole discretion, the eligibility of any company or product for exhibit. Examples of products that are not eligible, without prior written consent, include (but are not limited to) clothing (not for professional attire), handbags, jewelry, perfumes and sunglasses. Show Management further reserves the right to limit the maximum number of exhibitors of hair accessory or certain other products to three percent (3%) of the total number of exhibiting companies. Exceptions to these rules are solely at the discretion of the Show

#### 5) SPACE ASSIGNMENT; USE OF SPACE:

- a) Exhibit Spaces are the property of Show Management: Exhibit Spaces are the sole property of Show Management. Assignment of Exhibit Spaces and any relocation of Exhibit Spaces shall be determined in the sole discretion of Show Management. Exhibitor has access to and use of assigned Exhibit Spaces pursuant to the terms and conditions of this Agreement only. Nothing in this Agreement shall be construed as providing to Exhibitor any possessory interest in the Exhibit Space for any length of time. To any extent an Exhibitor may claim a possessory interest in an Exhibit Space, Exhibitor affirmatively and absolutely waives such interest.
- b) Restrictions on use of Exhibit Spaces:
- 1. No Exhibitor will be permitted to move a display once the Beauty Show opens. Only the Exhibitor contracting for a designated space may occupy said space. Exhibitors are not permitted to: (i) sublet, transfer or assign space, in whole or in part; (ii) permit the use of the space for any purpose other than the use for which it has been contracted and specified herein; or (iii) exhibit, demonstrate or distribute anything not made, packed or sold, under or over the name of Exhibitor or distributed in the normal course of Exhibitor's business, without the consent of Show Management, which may be withheld in its absolute and sole discretion. Exhibitor shall use the space in accordance with the Exhibitor Services Manual and all facility rules and regulations that are hereby incorporated herein. Materials may not be distributed in other areas of the Beauty Show facility. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Anything in connection with an exhibit that is necessary or proper for the protection of the building or structure housing the Beauty Show, or of any equipment or furniture provided by the Beauty Show, will be at the expense of Exhibitor. Exhibitor may not display any article of merchandise other than within the confines of its Exhibit Spaces. Exhibitor may not maintain hospitality suites off-site or open houses during show hours.
- 2. Exhibitor may not display in the Exhibit Space any product, equipment or item of merchandise, nor provide any service that is not identified in the "Exhibitors Products and Services" section of the Application for Exhibit Space. Failure to abide by this prohibition will result in Exhibitor's immediate removal from the Beauty Show floor, and the forfeiture to Show Management of all monies Exhibitor paid for the Exhibit Space.
- 3. Exhibitors shall not sell or display any counterfeit products. All Exhibitors selling and/or displaying products bearing certain logos and/or potentially trademarked images (collectively "Logos") must have proper authorization to sell products bearing such Logos. Exhibitors must be able to provide Show Management with a copy of the license agreement authorizing Exhibitor to sell or display products bearing any Logos. Exhibitors are permitted to exhibit/display only those products indicated on the Application and Contract for Exhibit Space.
- 4. Group exhibits of wholly independent manufacturers, distributors, suppliers, salons or other firms are expressly prohibited. Group exhibits of distributors and manufacturer representatives will be approved only upon proof of existing contractual relationships with wholly independent manufacturers, distributors, suppliers, salons
- 5. Charging fees or admission to demonstrations or classes on the Beauty Show exhibit floor, the Beauty Show surrounding site or elsewhere during the dates of the Beauty Show by anyone other than Show Management is strictly prohibited.
- 6. Exhibitors shall not misrepresent any product or article displayed in an Exhibit Space, and shall not, with the exception of truthful comparative advertising, demean the products or services of any other exhibitor. Exhibitor agrees that sales to attendees must be posted and closed in U.S. Dollars.
- c) Displays, Entertainment and Educational Programs: Exhibitor shall not produce, operate, or display any exhibit within a 50-mile radius of the Beauty Show site during the period of August 17-19, 2019 for Mid-Summer Show except at the Exhibit Spaces assigned by Show Management. This prohibition includes, without limitation, entertainment and educational programs, and displays in hotel rooms, hotel public areas or other public spaces.
- d) Sound and Noise Regulations: Booth size 20x30 or larger are only allowed to play music.
- 1. Regulations and Directions: Show Management shall be the sole arbiter of acceptable sound levels coming from the Exhibit Space and shall have the right at its discretion to take action as necessary to reduce, abate or remove sound it considers to be objectionable, including without limitation the cutting of power to

the Exhibit Space. Sound levels at an Exhibit Space may not exceed Seventy (70) decibels. This restriction includes the use of music and amplified voices. Sound systems and speakers used for stage presentations must be directed inward toward the viewing audience seating area and not toward aisles or neighboring Exhibit Spaces. Speakers that are rigged must be at a downward angle and turned inward to face the stage/platform area. Exhibitor shall be solely responsible for the cost of any action Show Management may take to correct any speaker or sound system that is in violation of these requirements.

- 2. Remedial Action: Violators of the Sound and Noise Regulations shall be subject to the following remedial action taken by Show Management:

  - a. First Offense: A warning will be issued to Exhibitor from Show Management.
    b. Second Offense: Power to Exhibitor's sound and amplifications systems will be severed for a period of time to be determined by Show Management at its discretion.
    c. Third Offense: Exhibitor may be expelled from the Show Floor at the discretion of Show

6) ADMISSION POLICY: ON SHOW DAYS, ALL ATTENDEES MUST PAY FULL ADMISSION FEES. NO PERSON UNDER THE AGE OF 12-YEARS WILL BE PERMITTED ONTO THE BEAUTY SHOW FLOOR AT ANY TIME.

- 7) PAYMENT: All payments shall be made to Bronner Bros., Inc. All applications must include a Fifty Percent (50%) deposit of the requested exhibit space. No space will be assigned or held until this condition has been met. Applications received after July 1, 2019 (Mid-Summer), require 100% payment of exhibit costs. No Exhibitor admission materials will be mailed to any Exhibitor who has not paid in full for the contracted Exhibit Space. Any space for payment is not fully received by July 1, 2019 for Mid-Summer Show, shall be windrawn from the Exhibitor who reserved the space and offered for license to other applicants for exhibit space. Show Management assumes no liability to the original Exhibitor in the event of a forfeiture of space in the event of non-payment, and Exhibitor shall remain liable at all times for payment of the total price of the contracted space unless written notice of cancellation has been received by Show Management on or before July 1, 2019 for Mid-Summer Show. Refunds will not be made after July 1, 2019 for Mid-Summer Show.
- 8) VIOLATION/BREACH: If Exhibitor violates any of the terms, covenants or conditions of this Agreement, including without limitation, any provision relating to the use of Exhibit Space, Show Management shall have, at its discretion, the right to terminate this Agreement without advance notice, and Exhibitor shall immediately vacate the Exhibit Space and the Beauty Show premises and remove all its products, equipment, furniture and other personal property ("Exhibit Space Property") therefrom. If Exhibitor does not voluntarily vacate the Exhibit Space and Beauty Show premises, Show Management shall have the right immediately to repossess the Exhibit Space remove Exhibit Space reporty and to store the property for a period not to exceed fourteen (14) days, all at Exhibitor's expense, without prejudice to any other remedies which may be available to Show Management. If at the end of the 14-day period, Exhibitor has not paid all amounts due and owing Show Management. Exhibitor shall forfeit all rights to and interest in the Exhibit Space Property, and Show Management shall have the right to sell or dispose of the Exhibit Space Property at its absolute and complete discretion. Exhibitor shall be liable to Show Management for any and all costs and expenses incurred in the removal or storage day such Exhibit Space Property. Upon any breach of this Agreement by Exhibitor, Show Management shall have the right to retain all fees and deposits theretofore paid, and shall have any and all other rights and remedies available in law or equity.
- 9) CANCELLATION, REDUCTION OR REASSIGNMENT OF EXHIBIT SPACE: Requests for cancellation, reduction or reassignment of Exhibit Space must be directed in writing to Show Management. Exhibitor must accept the Exhibit Space assignment within 10 days following receipt of notice of official space assignment. Notice of Exhibitor's acceptance must be sent via email to the "Exhibit Manager" at the following address: marissaclay@bronnerbros.com, or via telephone to 1-800-547-7469 or 770-988-0015 and request the Exhibit Manager. Exhibitor may cancel this Agreement during the 10-day acceptance period via email notice to the Exhibit Manager; however an administrative fee of 20% of the total exhibit cost will be assessed. No refunds will be made after July 1, 2019.
- 10) WAIVER OF LIABILITY: The waiver by either party of any breach or default of this Agreement by the other party, or of any right conferred by this Agreement on either party shall not be construed as a waiver of any succeeding breach or, default of this Agreement, or of any right provided in this Agreement.
- 11) INDEMNIFICATION: Exhibitor shall indemnify, defend, and hold Show Management and its subsidiaries, In Indexinitrical took, exhibitor sinal indentinity, detend, and noted Show Management and its substitutions shareholders, managers, officers, directors, agents, and employees harmless against any and all losses, damages, causes of action, claims, liabilities, costs, expenses, reasonable attorneys' fees, and expert fees resulting from any alleged act or omission of Exhibitor or any of its shareholders, managers, officers, directors, agents or employees that exceed, fall outside of, or are otherwise not covered by Exhibitor's insurance policy obtained and maintained during the period of the Beauty Show pursuant to Section 17 of this Agreement.
- 12) GOVERNING LAW AND JURISDICTION: This document shall be governed and construed in accordance with current laws of the State of Georgia
- 13) DISPUTE RESOLUTION: The Parties agree to refer any disputes arising out of, or in connection with this Agreement, including any questions regarding its existence, validity or termination, to arbitration before the American Arbitration Association ("AAA") conducted in accordance with the AAA Commercial Rules of Arbitration. The Parties may select one or three arbitrators at their discretion. If the Parties cannot agree on a single arbitrator, then each party shall select to arbitrator and the two selected arbitrators all select the third. The appointed arbitrator(s) shall hold the proceedings in any location selected by mutual agreement of the Parties, or if the Parties cannot agree on a location, then at the offices of the AAA in Atlanta, Georgia.
- 14) ENTIRE AGREEMENT: This Agreement supersedes any and all prior agreements and represents the entire Agreement between the parties. No changes, alterations or substitutions shall be permitted unless the same shall be notified in writing and signed by both parties.
- 15) SEVERABILITY: Should any portion of this Agreement be determined to be invalid, unenforceable, or in violation of law for any reason, all other portions of this Agreement shall remain in force and effect to the fullest extent possible.
- 16) FORCE MAJEURE: Neither Party shall be liable to the other Party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the Party obliged to perform, including, but not limited to Acts of God, War, blockade, revolution, riot, insurrection, civil commotion, strikes, lockout, fire, flood, storm, tempest or other inclement weather conditions. If Force Majeure prevents or delays the performance by a Party of any obligation under this Agreement, then the Party claiming Force Majeure shall promptly notify the other Party thereof in writing the other Party thereof in writing.
- 17) INSURANCE: Show Management and Exhibitor each shall maintain during the Show Period a Commercial General Liability insurance policy, the coverage of which shall include Bodily Injury and Property Damage, with a minimum amount of \$1,000,000 for each occurrence, and no less than a \$2,000,000 aggregate limit, and a Workers' Compensation insurance policy with a minimum amount of \$1,000,000 ach occurrence, and no less than a \$1,000,000 aggregate limit with an insurance company that has an AM Best Rating level of not less than A/10. Upon request, each party shall provide a Certificate of Insurance evidencing such insurance to the other party. Exhibitor shall name Show Management as an additional insured under its policy.

Exhibitor agrees to indemnity, defend and hold harmless Show Management, the Hall and Hall Management, and their respective affiliates, subsidiaries, agents, assigns and employees from and against any liability for loss or damage of any kind, which, might arise out of Exhibitor's participation in the show, or any action or failure to act of Exhibitor or any of its officers, directors, employees, agents or representatives (including claims of damage or loss to property or harm or injury to a person or persons.

Exhibitor agrees to that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement.

		Date	e:	
	Name of Exhibitor		Insert date of signing	
By:		As:		
	Name of authorized signatory	_ 119	Title of authorized signatory	Page 2