

EXHIBITOR SPACE AGREEMENT FOR HEART OF ONENESS HOLISTIC EXPO, LLC EXPOSITIONS

BY SIGNING BELOW, YOU, THE EXHIBITOR, ACKNOWLEDGE YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS, INCLUDING PAYMENT TERMS STATED HEREIN, ARE MATERIAL CONDITIONS OF THIS AGREEMENT. BY SIGNING BELOW, YOU FURTHER ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXPOSITIONS BY HEART OF ONENESS HOLISTIC EXPO, LLC (“HEART OF ONENESS”) AND ANY OTHER SHOW SPONSORS (COLLECTIVELY, “SHOW MANAGEMENT”) ARE DESIGNED TO OPERATE AS MARKETING AND EDUCATIONAL EVENTS, FACILITATED BY BUYER/SELLER INTERACTIONS. THESE EXPOSITIONS ARE CONSIDERED BY HEART OF ONENESS TO BE AN INTEGRAL PART OF THE SALES PROCESS AND MAY CULMINATE IN ON-SITE ORDERS. HEART OF ONENESS DOES NOT INDIVIDUALLY VET OR OFFER APPROVAL OF EACH EXHIBITORS’ SALE ITEMS AND/OR SERVICES. HOWEVER, HEART OF ONENESS EXPRESSLY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REFUSE ACCESS TO EXHIBITORS WHO VIOLATE THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR WHOSE BUSINESS PRACTICES ARE DEEMED TO BE, IN HEART OF ONENESS’ SOLE DISCRETION, ANTITHETICAL TO THE EDUCATIONAL AND/OR MARKETING GOALS OF THE EXPOSITION.

GENERAL TERMS AND CONDITIONS

1. APPROVED EXHIBITORS – Only Exhibitors that have contracted with Heart of Oneness Holistic Expo, LLC (“Heart of Oneness”) and any other show sponsor(s) (collectively “Show Management”) for the specific Show identified on this document will be permitted to display or to demonstrate its products, processes, or services at the Show.

2. DEFINITIONS – As used herein:
The “Contract” means the Exhibitor Space Agreement, including the exhibit space application form (if any), the terms and conditions contained herein, the Exhibition Rules and Regulations (if any), and the provisions incorporated in the initial payment invoice.
“Exhibitor” means any person or company exhibiting in the Show, its representatives, agents, employees, and contractors at the Show.
The “Rules” means any and all provisions contained herein, the Exhibition Rules and Regulations (if any), and the payment terms stated on the initial invoice.
The “Show” means the event described on this document.
The “Venue” means the facility where the Show will be held.

3. RESTRICTIONS - Show Management may, at its sole discretion, prohibit, restrict, and/or evict exhibits which are, in the opinion of Show Management, objectionable for any reason including, but not limited to: danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display, and/or method of display. Show Management may also prohibit, restrict, and/or evict any exhibit which may detract from

the general character of the show or which violates any term of this Contract. Show Management may further restrict, prohibit, and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management judges, in its sole discretion, to be objectionable and not in keeping with the standards of the Show. In the event of such prohibition, restriction, or eviction, Show Management shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, Show Management shall have the right, without notice to Exhibitor, to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.

4. ASSIGNMENT OF SPACE – Show Management reserves the right to assign space, to rearrange the floor plan, and/or to relocate any exhibit to further the best interest of the Show. Show Management will make every reasonable effort to accommodate Exhibitor preferences for booth location at that Show, but Show Management expressly reserves the right to assign booth space guided by Exhibitors' priorities, by the exhibit's requirements and by the choice of locations.

If Show Management should relocate Exhibitor, any lower space rate difference shall be refunded, but higher rate differences shall not be imposed. Within seven (7) days of official notice of space reassignment and/or relocation by Show Management, it is the duty of the Exhibitor to notify Show Management in writing if the reassigned/relocated space is not acceptable for any reason. Moving booths is not permitted once assigned unless otherwise approved by Show Management, who shall retain sole discretion in this regard.

5. RENTAL OF SPACE – Show Management will make every reasonable effort to provide sufficient space at the Show for each Exhibitor. You recognize that booth sizes may be dependent upon the size of the Show space and number of Exhibitors. Any and all equipment or materials required by Exhibitor must be provided by Exhibitor at Exhibitor's own expense.
6. PAYMENT AND CANCELLATION BY EXHIBITOR – Heart of Oneness accepts payment via the following, only: PayPal, Credit Card, Debit Card, or Personal Check. We do not accept Money Orders, Bitcoin or other cryptocurrency. All payment, regardless of method must be received within 60-day as set forth in Paragraph 7, below, and should be mailed to:

Heart of Oneness Holistic Expo, LLC
345 Route 9 South, Suite #345
Manalapan, NJ 07726

Any checks returned for insufficient funds will incur an additional bank fee of **\$35.00**.

7. Exhibit space payments shall be made according to the following schedule:
 - a. A non-refundable deposit of \$250.00 secures a booth at the Show.
 - b. The total price for a booth is: _____, against which the non-refundable deposit shall be applied.
 - c. The remaining balance is due within 60 days of Exhibitor's registration. However, if the remaining balance is not submitted within the time set forth in this paragraph, the Exhibitor's payment and registration will be forfeited. Exhibitors who register after July 31st 2023, must provide **full booth payment at the time of registration.**

If Exhibitor fails to set up, staff, or otherwise operate its booth before or during the Show, all payments made are forfeited and non-refundable. In the event of such default, Show Management shall have the right, without penalty, to use Exhibitor's booth space as Show Management, in its sole discretion, best sees fit, including selling the space to another exhibitor, without any rebate or allowance to Exhibitor. Show Management will not be responsible for having included the name of Exhibitor or descriptions of Exhibitor's products in the Show catalog, brochures, news releases, or other materials. If, at any time, an Exhibitor determines not to use some or all of the space for which he has contracted, he shall give prompt written notice to Show Management of this change in plans, so that Show Management may reallocate the unused space.

In order to cover work and service performed and as payment of liquidated damages, Exhibitor agrees that if it cancels or reduces its exhibit space hereunder, it shall forfeit the initial deposit and pay a percentage of the total invoice, as follows:

<u>Cancellation Charge:</u>	<u>Date of Cancellation/Reduction:</u>
25% of total space rental	90 days in advance of the Show
50% of total space rental	89-61 days in advance of the Show
75% of total space rental	60-31 days in advance of the Show
100% of total space rental	30-1 days in advance of the Show

If Exhibitor fails to cancel but does not use its assigned space, Show Management shall have the right to use Exhibitor's space as Show Management determines in its sole discretion, including selling the space to another exhibitor

8. **USE OF EXHIBIT SPACE** – Exhibitor shall be ready, willing, and able to open and operate its booth prior to the opening of the Show. Exhibitor shall not assign, sublet, or share any part of his space. Exhibitor shall not exhibit, offer for sale, give as a premium, or furnish literature about any other products or services except where Show Management determines that such activities are required for the proper demonstration or operation of Exhibitor's displays. Exhibitor may not light candles, incense or otherwise

employ the use of open flame in its booth at any time before, during, or after the Show. In any case, identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification, which is standard practice appears normally on the articles or in connection with the services. Exhibitor shall not permit persons other than its own representatives (including those of any corporate affiliate, joint venture partner or licensee), representatives of SME, or of officially designated labor or service sources to use its booth for any purpose.

9. USE OF COMMON/PUBLIC SPACE – No demonstration, promotion, or advertising shall be permitted outside of Exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the Exhibitor's contracted-for exhibit space. No Exhibitor shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Contract. A violation of this Paragraph shall entitle Show Management to revoke the Exhibitor's booth without refund if, in Show Management's sole discretion, such action is necessary to protect the integrity, purpose, and/or safety of the Show, other exhibitors, the Exhibit Space, and/or the general public.
10. LOSS, THEFT OR DAMAGE – Show Management may provide limited perimeter guard security but in any event shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Show Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of Show Management and expressly assumes all liability for such risk.

If Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space rental.

Exhibitor shall carry appropriate insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, Show Management. Exhibitor is required to furnish Heart of Oneness with an appropriate proof of insurance 10 days before the Show or Show Management, in its sole discretion, reserves the right to prohibit Exhibitor from attending the Show. In the event Show Management exercises this right, Exhibitor shall not be entitled to a refund of any portion of the payment made to secure its booth.

11. COMPLIANCE WITH LAWS - Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations, and codes of duly authorized local, state and

federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of Show Management and the operators and/or owners of the property wherein the Show is held.

12. THE AMERICANS WITH DISABILITIES ACT (ADA) - Exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.
13. COPYRIGHTS, LICENSED AND PATENTED MATERIAL – Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed matter which may be protected under the laws of the United States of America or any international law or treaty. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.

Exhibitor expressly agrees it shall hold Heart of Oneness harmless for, and indemnify it against, any legal action taken against Heart of Oneness relating to Exhibitor's use of copyrighted, licensed, and/or patented material improperly. This provision shall include attorney's fees and costs.

14. ADVERTISING AND PROMOTION – Show Management reserves the right to use Exhibitor's name in any advertising, promotion or marketing associated with the exhibition. Show Management does not, however, guarantee Exhibitor inclusion in such materials. Exhibitor expressly grants, licenses, and otherwise agrees to such use of its name, likeness, and/or marks in connection with such advertising as set forth in this Paragraph.
15. RIGHT TO CHANGE LOCATION, DATES, AND/OR RULES – Show Management retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any such change shall be incorporated and made part of this Contract.
16. FORCE MAJEURE – “Force Majeure” means any strike, lockout, labor dispute, act of God, inability to obtain labor or any material or reasonable substitute for that labor or material, governmental restriction, governmental regulation, governmental control, enemy or hostile governmental action, civil commotion, fire or other casualty, or other cause beyond the reasonable control of Show Management obligated to perform (except for financial ability). Any prevention, delay, or stoppage due to Force Majeure excuses that Show Management's performance for a period equal to that prevention, delay or stoppage.

Show Management retains the rights to cancel the Show and/or the Exhibit with no

liability to Exhibitor, for any reason beyond its control including, but not limited to, those terms defined above. In the event of cancellation under this Paragraph, Show Management shall not be obligated to refund any portion of Exhibitor's Registration Fee.

17. INDEMNIFICATION – Notwithstanding the provisions of Paragraph 13, above, Exhibitor agrees to indemnify and hold and save Show Management whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence, or conduct of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees, or assigns, at or related to the Show, including, but not limited to, any such costs in connection with a violation of any laws or regulations, any off-site activities, any dangerous or hazardous materials, any damage, injury, or loss to persons and/or property and any costs, including attorneys' fees, incurred by Show Management in connection with the enforcement of this Contract. Exhibitor covenants and agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the exhibit space rented hereunder, then Exhibitor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management.
18. TAXES – Exhibitor shall be liable for all federal, state, and local taxes, including but not limited to, sales and use taxes and payroll taxes, incurred in the operation of its exhibit during the Show. Exhibitor is responsible to obtain, fill out, and properly file all appropriate forms as required by law for the purposes of identifying, collecting, and paying such taxes.

Under no circumstances shall Heart of Oneness be responsible for taxes incurred by Exhibitor in the construction, erection, maintenance, operation, or strike down of its exhibit.
19. GOVERNING LAW/VENUE - This Contract shall be construed in accordance with and governed by the internal laws of the State of New Jersey, without consideration of the laws applied to conflicts of laws. The Superior Court of New Jersey, Monmouth County, shall be the exclusive venue for any and all disputes arising under this Contract or relating to the subject matter of this Contract.
20. SEVERABILITY - The invalidity or unenforceability of any of the covenants, phrases or clauses in this Contract shall not affect the remaining portions hereof, but this Contract shall be construed as if such invalid covenant, phrase or clause had not been contained herein.
21. ENTIRE AGREEMENT - This Contract, specifically incorporating the initial invoice and Exhibition Rules and Regulations referenced herein, embodies the entire agreement and

understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in this Contract including the Exhibition Rules and Regulations and provisions of the initial invoice. This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter.

Please contact Heart of Oneness Holistic Expo, LLC with any questions regarding this agreement at:

**Heart of Oneness Holistic Expo, LLC
345 Route 9 South, Suite #345
Manalapan, NJ 07726**

Date: _____

Exhibitor Name: _____

Date: _____

On behalf of Heart of Holistic Oneness Expo, LLC