

# EXHIBITOR TERMS & CONDITIONS FOR TOBACCO PLUS EXPO 2022

## 1. CONTRACT FOR SPACE

This application for space in Tobacco Plus Expo (TPE) and the resulting booth assignment constitutes a contract for the Exhibitor's (Company/Person Purchasing Space) right to use the space in accordance with show regulations. The person signing this application warrants that they have the authority to bind contractually the organization applying for exhibit space.

\*All activity must be contained within the contracted booth space. Soliciting business outside of the booth location assigned to your company is not allowed. Penalties will be charged and implemented.

## 2. DISPLAY RULES AND REGULATIONS

TPE abides by the International Association of Exhibition and Events (IAEE) Guidelines for Displays Rules and Regulations that outline the standard heights, lengths, and requirements of booths at the trade show and their "Line of Sight" style. **We recommend reviewing this information prior to planning your booth space, details available on our TPE Exhibitor Planning Page.**

## 3. EXHIBIT SPACE RATES

**Early Bird Exhibit Space Rate: \$23.00 per square foot**

Application and deposit must be received May 15 - June 30, 2021

**Standard Rate: \$25.00 per square foot**

Application and deposit/payment must be received between July 1, 2021 and January 25, 2022.

**Corner Charges: \$175/corner** (in addition to the square-foot rate)

**Marketing Fee: \$250** (online profile listing) will automatically be added to your invoice.

## 4. BOOTH MUST BE CARPETED OR HAVE FLOORING IN PLACE

All booths must be carpeted or have flooring installed, no exposed concrete. If no flooring is in place by 6:00 PM the day prior to show opening carpet will be installed and direct billed to you by our General Contractor (Shepard Exposition Services). This policy is strictly enforced and will prohibit your ability to exhibit at TPE

## 5. PAYMENT SCHEDULE

**50% of booth price is due with application May 2021 - September 30, 2021**

**100% of booth price due with application October 1, 2021 – January 25, 2022**

- Returned checks incur a \$40.00 Processing Fee
- Wire Transfers incur a \$35.00 Wire Transfer Fee

**Final payment credit card authorizations will be processed on September 16, 2021 - Final payment due October 1, 2021.**

**5A.** Cancellation of Exhibit Space: In the event the Exhibitor cancels exhibit space contracted herein, the Exhibitor must do so in writing. Show Management will accept cancellation of this contract subject to the following schedule:

- If cancellation up to September 30, 2021, Show Management will refund Exhibitor any paid amount over 50% of total booth price
- If cancellation after October 1, 2021, no refund will be paid & 100% of contracted booth price is due regardless of Exhibitor's cancellation
- **Any refunds due will be made after the completion of TPE 2022**

## 6. REDUCTION OF EXHIBIT SPACE

At any time the Exhibitor may request reduction of exhibit space, however, this may require reassignment of booth location. Exhibit space reduction does not guarantee a refund. All reductions will follow the same schedule for original exhibit space as cancellations listed above.

## 7. CO-EXHIBITING FEE

Any company sharing an Exhibitor's booth (not owned by the exhibiting company) will be charged a \$500.00 co-exhibiting fee. The appropriate co-Exhibitor form and pre-payment must be completed and submitted to Show Management.

## 8. BOOTH MOVES

Show Management reserves the right to move or relocate an exhibitor's booth space if the product exhibited does not comply with show floor category.

## 9. LIABILITY LIMITATION AND INDEMNIFICATION

Insurance - All property of the Exhibitor is understood to remain under the Exhibitor's custody and control in transit to, from and within the confines of the exhibit area. Each Exhibitor shall maintain insurance covering such property. **The Exhibitor is responsible for general liability coverage of at least \$1,000,000.00 naming Tobacco Media Group International (TMG, Int'l) as the Certificate Holder.**

Shepard Exposition Services and the Las Vegas Convention and Visitors Authority (LVCVA) must be listed as additional insured on the same Certificate of Insurance (COI). The appropriate COI shall be furnished by the Exhibitor and submitted to Show Management prior to move in.

## 10. INDEMNIFICATION

Exhibitor agrees to indemnify and hold TPE, its sponsors and Show Management harmless from claims by Exhibitor's agents or employees or by any other person arising out of any act or omission in any way related to Exhibitor's participation in the show whether negligent or not.

## 11. CLAIMS

Exhibitor waives all claims of every kind against the Show, its sponsors, Show Management, Directors, Officers, and Employees.

## 12. CANCELLATION OF TPE

If Show Management determines in its sole and complete discretion that there has occurred an event or condition, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, any public health concerns not limited to a pandemic or epidemic, curtailment of transportation facilities, or any emergency, making it impossible, illegal or otherwise inadvisable for Show Management or the LVCC to provide the facilities or services contracted herein, then Show Management, in its sole and complete discretion, may declare the occurrence of such event, whereupon Show Management may postpone or cancel the TPE. In the event of cancellation, this Contract shall terminate without further obligation on the part of any party hereto, beyond a refund by TMG to Exhibitor of the amount paid for rental of the exhibit space.

## 13. FAILURE TO OCCUPY RENTED SPACE AND SUBLEASING

In the event that the Exhibitor fails to use all or part of any space contracted, refunds will not be made on the unused portion of space. Exhibitors shall not sublease any part of the exhibit space to another vendor without notifying Show Management.

## 14. POLICY ON DELTA-8, THC & CBD

TPE follows the rules and policies of the Las Vegas Convention Center (LVCC). Hemp and hemp derived products containing not more than 0.3% THC were federally legalized under the Agricultural Act of 2018. CBD derived from marijuana, however, is still considered under the laws of the United States to be a controlled substance and illegal under the Controlled Substance Act, and therefore prohibited from the LVCC. Exhibitors with CBD products that follow the federal regulations must follow all federal laws, including the regulations of the FDA under the FD&C Act. Even if a CBD product meets the definition of "hemp" under the 2018 Farm Bill, it still must comply with all other applicable laws, including the FD&C Act. Exhibitors are allowed to sample their products on the show floor, subject to compliance with the laws of the United States and State of Nevada.

The possession, smoking or consumption of marijuana is NOT allowed at TPE.

To comply with the State of Nevada passage, SB49, companies are not permitted to sell, distribute, promote or display Delta-7, Delta-8, Delta-9, Delta-10, or any other structural, optical, or geometric isomers anywhere on the grounds of the Las Vegas Convention Center.

In accordance to the information above for THC, we ask exhibitors to refrain from the use of logos, merchandise, visual designs or anything that could be considered promotional for Delta-7, Delta-8, Delta-9 or Delta-10 products.

## 15. CONDITIONS

Show Management reserves the right to restrict exhibits because of loud music, noise, method of operation or any other reason that becomes objectionable or otherwise detracts from the show. Exhibitors will be warned to correct the offense and then will be shut down if they do not abide by the rules.

- Exhibitors are responsible for meeting all building rules & regulations and any subsequent amendments
- Exhibitors shall comply with state and local health and safety standards and applicable rules and regulations of local fire authorities in Clark County, Las Vegas, NV
- Exhibitors are to surrender spaces occupied by them in the same condition it was at the time it was first occupied
- Exhibitors are liable for any damage within their contracted booth space to floors, walls, columns or other parts of the exhibit hall property
- Exhibitors will abide by the tax laws of the state of Nevada
- Distribution of any material or literature is restricted to the Exhibitor's booth area

## 16. ADDITIONS AND AMENDMENTS TO THE RULES

TPE, Show Management and/or its sponsors may from time to time issue additional rules as it deems necessary for the orderly presentation of TPE. Rules may be amended at any time, provided such amendment shall not substantially diminish the rights or increase the liability of the Exhibitor.

## 17. ACCEPTANCE OF TERMS

By checking the "I Accept" button on the Application, Exhibitor agrees to abide by these Terms, Conditions, Rules and Regulations and all amendments thereto and decisions of TPE before, during, and after the Show, and by other reasonable rules considered necessary by TPE