



# Exhibit Space Agreement 2023

Decorated Apparel Expo, Inc PO Box 26, Loretto, MN 55357-0026 (218) 326-0890 www.daxshow.com

For Office Use Only:

Date Received: \_\_\_\_\_

This is an agreement between Decorated Apparel Expo, Inc. (Organizer) and the entity described below: (Exhibitor:)

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

Contact name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Please note any companies you would prefer to be near, or kept away from. We will make every effort to satisfy your preferences.

Locate me near  Keep away from

Please check the primary products you will be showing. (Used for booth placement only, not for publication):

- |   |   |
|---|---|
| <input type="checkbox"/> Screen printing equipment / supplies | <input type="checkbox"/> Apparel / blanks   |
| <input type="checkbox"/> Embroidery equipment / supplies      | <input type="checkbox"/> Art / digitizing   |
| <input type="checkbox"/> Software / managerial services       | <input type="checkbox"/> DTG                |
| <input type="checkbox"/> Heat-applied graphics                | <input type="checkbox"/> Financial services |
| <input type="checkbox"/> Non-apparel-blanks / accessories     | <input type="checkbox"/> None of the above  |
| <input type="checkbox"/> Wide-format / vinyl / signmaking     |   |

Show	# of Booths	Cost Per Booth	Subtotal: Qty x Cost	# of Corners	Cost of Corners *	Total
<b>Kansas City</b> KCI Expo Center Feb 24-25, 2023	8'x10' Size	\$1849 on/before 12/31/22 \$1899 after 12/31/22			\$ # of corners X \$140*	\$ Booth Subtotal + Cost of corners
<b>Minnesota</b> Treasure Island Resort/Casino 3/31 - 4/1, 2023	8'x10' Size	\$1849 on/before 12/31/22 \$1899 after 12/31/22			\$ # of corners X \$140*	\$ Booth Subtotal + Cost of corners
<b>Chicagoland</b> Tinley Park Convention Center April 14-15, 2023	8'x10' Size	\$1849 on/before 12/31/22 \$1899 after 12/31/22			\$ # of corners X \$140*	\$ Booth Subtotal + Cost of corners

### Further Discounts Available:

Additional discounts will be credited on your invoices if applicable:

5%	Rent 1 or more spaces at all 3 shows or rent 3-5 booths at a show
7%	Rent 3-5 booths at all 3 shows
8%	Rent 6 or more spaces at a show
10%	Rent 6 or more spaces at all 3 shows

An additional \$50 per booth discount is offered on final invoice if booth fees (excluding deposit) are paid by company check before the due date.

Discounts apply only to booth fees, and do not apply to corner charges or other options.

\*Corners cannot be guaranteed until booths are assigned. Only 1 corner can be requested per single booth space rented. In the event a 'socially distanced' floor plan is utilized, no corner charges will be assessed.

- Preference in corner assignment will be given to companies renting 2 or more booths.
- Assignments will be made on a first-come-first-serve basis with larger space requirements taking precedence for space-assignment purposes. Preliminary assignments will be made on November 30, 2021.
- A deposit of \$100 for 1-2 booths, or \$200 for 3 or more booths must accompany this agreement. This deposit is non-refundable except in the case where this agreement is rejected or cancelled by the Organizer. The balance is due to Decorated Apparel Expo, Inc., the Organizer, 60 days before the event dates. If this application is submitted within 60 days of the event, full payment will be due at time of contract. Fees paid are not refundable.
- Payment of booth deposit by credit card does not affect discount for paying balance on-time by company check.
- Cancellations must be received in writing. If cancelled less than 120 days prior to event, 50% of total charge becomes due and payable to Decorated Apparel Expo. Cancellations received within 60 days of event start date are responsible for 100% of balances due. A cancellation may negate any multi-show discounts earned and make you liable for financial adjustments to other shows.
- Your booth fees include access to a number of services besides your physical booth space, including 'enhanced exhibitor listing' and opportunity to participate in other included advertising at our website. In the event that holding the event becomes impossible due to Force Majeure, your initial deposit amount will be considered payment for these services made available to you.

**A deposit of \$100 for 1-2 booths, or \$200 for 3 or more booths is due with this application.** Applications will not be processed without a deposit.

- Company Check  
 Visa  Mastercard  American Express  
 Charge only the \$100 - \$200 deposit.  
 Charge my deposit now, charge balance to my card when due.

Card#: \_\_\_\_\_

Exp: \_\_\_\_\_ CVN: \_\_\_\_\_

Name On Card: \_\_\_\_\_

(Your signature below authorizes use of this card)

The undersigned Exhibitor, as representative of the entity described above, wishes to enter into an agreement with the Organizer. Once signed by an officer of Decorated Apparel Expo Inc, this agreement becomes a binding contract. Organizer reserves the right to accept or reject any Exhibitor application for any reason, or without reason, without liability to Exhibitor or any other party. This document constitutes the entirety of the agreement, and no other terms or warranties, express or implied, will be considered to be part of this agreement unless agreed to in writing by both parties. This document spans multiple pages, and I have read, I understand, and I accept the terms listed on all pages of this agreement:

Exhibitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DAX Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Parties: The Decorated Apparel Expo Inc - herein referred to as "the Event" - is a service of Decorated Apparel Expo, Inc., hereafter referred to as "the Organizer." These terms represent the agreement between the Organizer and the party identified on reverse side referred to as "the Exhibitor." The Organizer reserves the right to determine the eligibility of any company or product for inclusion in the Event.
2. Liability: The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Organizer, its members, agents or employees or the lessors or owners of the exhibit premises for any loss, theft, damage or destruction of property; nor for any injury to himself or employees while involved in the Event. Each exhibitor will be liable for his own actions and occurrences within his own rented area. It is understood that exhibitors shall neither injure, mar, nor in any manner deface the premises. Exhibitors will not be permitted to drive nails, hooks, tacks or screws into any part of the building, or put up decorations or adhesives that would deface the premises. All curtains, draperies, and decorations made from textiles of combustible fibers or other flammable materials must be made flameproof in the manner approved by the fire department of the city. If it is determined by law that the above limits of liability should not apply, the maximum liability of the show management to the Exhibitor shall not exceed booth rental monies paid. This section shall survive any termination of this Agreement.
3. Booth Guidelines: Maximum exhibit height is 10' along the back wall. Backsides of exhibits over 8' must be finished. The 10' height may be maintained along the sides of the booth for a maximum distance of 4' from the backwall. From this point forward, the side drape or panel cannot be higher than 4'. Displays occupying four or more booths in an "island" configuration may not exceed 10' at the center of the display, and may not exceed 48" within 4' of any aisle. Some exhibit areas are carpeted. Care must be taken by the Exhibitor not to stain or in any way damage the facility carpet. Exhibitors will be held responsible for any such damage, and the management has provided for floor coverings to be made available by the service contractor for exhibitors with a propensity for such damage. The Organizer will provide backdrape and siderail drape or panel conforming to exhibit height restrictions.
4. Show Hours: Event hours and dates shall be posted in the Exhibitor's on-line manual. The Organizer reserves the right to make changes as necessary to hours and dates of the Event. All contracted vendors shall receive notification of any changes. Exhibitors must provide adequate personnel to staff their exhibit during event hours. Exhibitors must not dismantle or pack any portion of their exhibit booth prior to the official closing of the show.
5. Atmosphere: Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns, or megaphones. Sound or music within a booth is permitted, but must be controlled to a reasonable level. Show Management may, in its sole and absolute discretion, withdraw its consent at any time, if sound is in violation of this rule. All live musical performances and all use of recorded music (such as recordings, tapes, compact disks or video with either features or background music ) must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), or other agency responsible for licensing the music so performed. Exhibitors must obtain licenses and pay appropriate fees to such organizations before broadcasting music in conjunction with this event. Costumed personnel must be appropriately clad and must remain within the Exhibitor's booth space except when necessarily arriving and leaving the booth or exhibit area. Exhibitor must comply with all federal, state and local laws and codes, rules and regulations of the Event facility. Exhibitor must construct his exhibit to comply with the Americans with Disabilities act.
6. Insurance: Exhibitors shall, at no cost to Show Management, obtain 1.) liability and property damage insurance from responsible insurance companies authorized to sell this insurance, which shall provide minimum limits of liability in the amount of \$1,000,000. (One Million Dollars) and include the Broad Form Liability; 2.) Workers Compensation and Employer's Liability insurance for your own employees and/or booth personnel.
7. Copyright & Trademark Indemnity: The Exhibitor warrants and represents that no music, literary, artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trade mark will be performed, reproduced or used in the performance of this agreement unless the Exhibitor has previously obtained written permission from the copyright or trademark holder. The Exhibitor acknowledges that he is solely responsible for the content of his exhibit, and indemnifies and protects the Organizer against any and all claims against it arising from his exhibit.
8. Sales Taxes: The Exhibitor assumes full responsibility for collecting the tax identification number or collecting and paying to the appropriate authorities any applicable sales tax due on sales made at the Show.
9. Labor: Exhibitors are responsible to supply qualified labor to properly and safely set and dismantle their own booths. No labor is provided by the Event. Labor-for-hire for this purpose may be available from the service contractor.
10. Advertising: Exhibitors are encouraged to help attract attendees to this show. The Organizer will make reasonable attempt to make available printed matter, electronic graphics, and logos pertinent to the Event for publicity and advertising at no cost to Exhibitors. Exhibitor is required to utilize such materials in the manner prescribed and allowed by the Organizer as outlined where/when such materials are received. Material offered may not be used in manners contrary to the intended purposes for which the organizer makes such materials available, nor may Exhibitor request such materials without intent to make proper use thereof.
11. Attendance: The Organizer shall have sole control over attendance qualifications and policies at all times.
12. Sub-Leasing: The Organizer of this event will only contract with one exhibiting company per booth. If the contracted firm wishes to share his space, he must obtain written permission from the Organizer.
13. Security: The Organizer will employ such security as required by venue contract to control admittance to the general exhibit area. Neither the Organizer, nor the owners or lessors of the exhibit premises will assume any responsibility for the Exhibitors' personal property. It is required that the Exhibitor insure his property against loss and theft.
14. Fire and Safety Laws: Federal, State and City Laws must be strictly observed. All decorations must be flameproof. Exhibitors must comply with fire department's and underwriters rules. Smoking, including the use of e-cigarettes and other such devices in the exhibit hall is forbidden. Aisles and fire exits cannot be blocked by exhibits. Storage of flammable materials in the Exhibitor's booth or within the event facility is strictly forbidden.
15. Amendment to Rules: Any and all matters or questions not specifically covered by these rules and regulations shall be subject solely to the decision of the Organizer. These rules and regulations may be amended at any time by the Organizer and all amendments so made shall be binding on exhibitors equally with the forgoing rules and regulations.
16. Aisles and Common Areas: The aisles and passageways shall be considered the property of show management. The Exhibitor shall not place or cause to be placed any signs, decorations, banners, advertising material or other property or obstruction in any area outside his own rental space without written permission of Show Management.
17. Booth Assignments: The Organizer reserves the right to assign all booth locations for the overall good of the show. The Organizer reserves the right to refuse to contract with any company or individual without need for a reason.
18. Cancellation Policy: Cancellations must be received in writing and are subject to fees outlined elsewhere in this contract. Payment as outlined in this contract for the herein described space must be received in a timely manner or any space may be considered forfeit. In the Event that Exhibitor fails to make a payment in a timely manner, the Organizer may cancel this contract and/or reassign booth space without obligation to refund any monies paid.
19. Acts of God, Terrorism, Fires, Strikes, Etc.: In the event that any outside cause, such as war, fire, epidemic, strike or other emergency prevents the Event from being held, the Organizer may retain such part of the Exhibitor's rental as shall be required to recompense for expenses incurred up to the time such contingency shall have occurred. Under no circumstances shall either party be liable to the other for any expenses incurred as a result of such action. In the event that it should become impossible to hold the Event as planned, or prudent to make changes, the Organizer reserves the right to move or reschedule the Event, and assign similar space to the Exhibitor without change to the Exhibitor's contractual obligations.
20. Exhibitor Admission: The Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules stated herein. The Organizer reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental or other consideration shall be made.