

Exhibitor Information

Today's Date _____

Company _____

Street Address _____

City _____ State _____ Postal Code _____

Country _____ Website _____

Company Phone _____ Fax _____

Company Contact _____ Contact Title _____

Contact Email _____ Contact Phone _____

Booth Packages

(see package sheets for details)

Booth Size	QTY	Rate	Total	Raw Space	QTY	Rate	Total
10'x10' Booth	_____	_____	_____	Exhibitor 10'x10'	_____	_____	_____
10'x20' Booth	_____	_____	_____	Pop- Shop 10'x10'	_____	_____	_____
20'x20' Booth	_____	_____	_____		_____	_____	_____

-50% of Order Total must be received with contract.

-Booth assignment will be made and show badges produced only after all payments are received in full.

-There will be a 3% processing fee for all credit cards.

Booth Package Total	\$ _____
CM % _____	\$ _____
Credit Card Fee 3%	_____
ORDER TOTAL	\$ _____

Payment Information

Check - Mail To: Zoomn, Inc
800 S. Pacific Coast Highway
#261
Redondo Beach, CA 90277

Credit Card
Visa Master Card Discover American Express

Card Number _____ Exp _____ Security Code _____

Name on Card _____

Street Address _____

City _____ State _____ Postal Code _____

Country _____

Agreement – Payment Must Accompany Agreement

Your signature is agreement to the terms on both sides. By signing you are verifying that you are authorized to enter into this agreement on behalf of your company. Application is made by the undersigned for booth exhibit space. Exhibitor agrees to abide by show hours policy and will staff booth area for duration of show hours each day of show. It is understood upon acceptance of this application and receipt of the non-refundable payment, this application shall become a contract between the undersigned and Zoomn Inc. Exhibitor will fill out, all supplemental paperwork required and all of the terms and conditions included in this application. It is further agreed that any change in the Exhibiting Company's mailing address, show directory information, brand names or product listings must be requested in writing to Zoomn, Inc. By signing above the Exhibitor affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Zoomn, Inc. to the facsimile number above; (ii) telephone solicitations initiated by or on behalf of Zoomn Inc. and directed to the telephone number provided above; and (iii) commercial electronic mail messages sent by or on behalf of Zoomn Inc, its affiliates, lines of business and divisions.

Signature _____ Date _____

Printed Name _____ Title _____

Today's Date: _____

Company Information

Years in Business less than 2 years 2-5 years Over 5 years
Sales Volume \$0-\$999,999 \$1million-\$5million \$5.1million-\$10million \$10million-\$50million \$50million and above
Export? yes no Location of distribution center _____

Company Contact

Management

Contact _____ Title _____

Phone _____ Email _____

Marketing/PR

Contact _____ Title _____

Phone _____ Email _____

Show Badge Request

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Directory Information

Exhibitor Name _____
(Name to be printed on booth sign)

Street Address _____

City _____ State _____ Postal Code _____

Country _____ email _____

Sales Contact Name _____ Title _____

Phone _____ Email _____

Product Information

Brand Names _____

Product Images & Company Logo – Please email to: info@lazrtradeshow.com (subject of email: Exhibitor Name-IMAGES)

Brand Category (check all that apply) comfort contemporary women junior men children athletic lifestyle
organic /vegan surf/skate street orthopedic /wellness other _____

Wholesale Price Range \$30-99 \$100-149 \$150-199 \$200+

Primary Country of Origin _____

Competitive Brands 1) _____ 2) _____ 3) _____

Main Retail Customers 1) _____ 2) _____ 3) _____

Notes/Exhibitor Bio

TERMS AND CONDITIONS

All Exhibitors and their representatives participating in the Show identified on the front page of this Exhibit Space Agreement ("Agreement") agree to be bound by and are required to comply with the terms and conditions ("Terms and Conditions") stated in this Agreement. In consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Exhibitor agrees as follows:

1. **Defined Terms:** "Show" means the specific exhibitions or conferences identified on the front page of this Agreement. "Exhibition Facilities" means all venues or facilities in which or where the Show is conducted. "Show Dates" mean the dates over which the Show is conducted including move-in, show days and move-out days at the "Exhibition Facilities". "Management" means Zoomn, Inc in California, its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns, unless the context requires otherwise. "Facility Management" means the owner or manager of the Exhibition Facilities in which the Show is conducted, and its employees and agents. "Exhibitor" means the applicant identified on the front hereof. Exhibit space ("Exhibit Space" or "Booth Space") means the space applied for. Exhibit Space Fee" means the required Exhibit Space fee, including all deposits and other fees to be paid to Management as set forth on the front of this Agreement. Management and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

2. **Show Rules and Regulations:** Management will have the right, in its sole subjective discretion, to establish and/or modify the Show Rules and Regulations and the use of Exhibit Space covered by this Agreement. Show Rules and Regulations shall be made available to each Exhibitor prior to the Show. Management will endeavor to provide Exhibitor with changes to the Show Rules and Regulations, however, failure to provide or non-receipt of such changes will not invalidate or nullify such changes.

3. **Effective Date of Agreement:** Upon Exhibitor's execution of this Agreement, this Agreement becomes a binding contract between Management and Exhibitor (the "Effective Date"). A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of this Agreement to Management. As of the Effective Date, Exhibitor agrees to (i) use the Exhibit Space assigned by Management in accordance with the Terms and Conditions and the Show Rules and Regulations; and (ii) pay the required Exhibit Space Fee by the deadline dates established. No Exhibitor shall be permitted to exhibit or participate in the Show or gain access to the Exhibition Facilities unless and until Exhibitor has paid the full Exhibit Space Fee, and provided the required Certificates of Insurance by their deadline dates.

4. **Qualified Exhibitor:** Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling at wholesale, merchandise, materials, services or supplies related to the Show. Qualified Exhibitors must either be the manufacturer, licensed dealer, distributor, or representative of the goods, products or services displayed. Exhibitor agrees not to conduct any meetings, hospitality suites or hospitality functions or other activities outside of the Exhibition Facilities during the Show's official Show hours without Management's express written approval.

5. **Products & Services Displayed:** Exhibitor may display or exhibit only products and services comprising materials, equipment, apparatus, systems and other component products or services deemed by Management, in its sole subjective discretion, to be relevant to industry/s or field/s which are the primary focus of the Show. Management, in its sole subjective discretion, will determine whether a prospective Exhibitor is eligible to participate in the Show, the suitability any merchandise or service for exhibit or display, the amount of Exhibit Space provided an Exhibitor, and Exhibit Space assignment and placement. Management reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space. With exception to designated exhibits the design of Exhibit Booths will be controlled and approved by Management exclusively, in its sole subjective discretion.

6. **Exhibit Space Refusal or Modification by Management:** By execution of this Agreement and timely payment of the Exhibit Space Fee, Exhibitor is (i) permitted to exhibit at the Show; (ii) assigned to a particular hall, section or location within the Exhibition Facilities and (iii) provided with the actual amount of Exhibit Space requested. Management, in its sole subjective discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Management shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's Exhibit Space application is rejected or cancelled by Management prior to the Show, the Exhibit Space Fees paid by Exhibitor will be refunded, except if the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated.

7. **Compliance Requirements:** Exhibitor agrees to abide by, adhere to and be bound by all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation fire, utility and building codes and regulations, and any rules or regulations of the Exhibition Facilities, including any union labor work rules.

8. **Show Related Commercial Messages:** To the extent Exhibitor provides any information to Management, including contact information and other personally identifiable information, Exhibitor grants to Management the right to use or release such information for all lawful Management and Show related business purposes.

9. **Restrictions on Assignment and Subleasing Exhibit Space:** Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part, without the prior written approval of Management, which approval may be withheld in Management's sole subjective discretion. This Agreement, the Terms and Conditions and the Show Rules and Regulations will be binding upon and inure to the benefit of the successors, assigns, and personal representatives of Exhibitor. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Exhibit Space in violation of this Section is a breach of this Agreement and is voidable at the option of Management.

10. **Withdrawal or Reduction in Exhibit Space:** Exhibitor acknowledges and agrees that (a) each of the following shall constitute a material breach by Exhibitor of its obligations under this Agreement: (i) any cancellation or termination of this Agreement by Exhibitor; (ii) Exhibitor's withdrawal from the Show or Exhibitor's failure to participate in the Show in the manner described; or (iii) any reduction by Exhibitor of its Exhibit Space; and (b) Management will suffer damages based upon and arising from such breaches. Exhibitor further acknowledges that the damages suffered by Management from the breaches described in the preceding sentence will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. Therefore, the following provisions for liquidated are

agreed as a valid and reasonable estimate of such damages and not as a penalty. If Exhibitor breaches this Agreement by cancellation or termination of this Agreement, withdrawing from the Show or by notifying Management that it is reducing the number or size of its Exhibit Space/s as set forth on the front side of this Agreement for any reason or no reason, Exhibitor shall be charged an automatic processing fee of \$1,000 per 100 sq. ft. of the Exhibit Space canceled, terminated, withdrawn or reduced (the "Processing Fee"). Notices advising Management that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or that Exhibitor is reducing its Exhibit Space must be made in writing and shall be deemed delivered to Management on the date such notice is actually received by Management. All cancellation, termination, withdrawals or reductions in Exhibit Space notifications must be provided to Management in writing, by overnight courier. Notices communicated to Management in electronic form will not be considered to be written. If Management is notified that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or reducing its Exhibit Space at least 90 days prior to the Show's first move-in date, Exhibitor will receive a refund of, as applicable, all or part of the Exhibit Space deposit or other fees paid (less the applicable Processing Fee). If Management is notified that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or reducing its Exhibit Space less than 90 days prior to the first move-in date, (i) Exhibitor forfeits its entire Exhibit Space Fee deposit payment and will remain obligated to pay Management all amounts due for the Exhibit Space and booth packages originally ordered by Exhibitor, as on the front side of this Agreement; and (ii) Management shall retain all such amounts as liquidated damages arising from Exhibitor's breach. All amounts payable to Management based upon or arising from Exhibitor's cancellation or termination, withdrawal or reduction of its Exhibit Space are payable to Management simultaneously with required notifications provided by Exhibitor. Upon notice of Exhibitor's cancellation or termination of this Agreement, its withdrawal from the Show or reduction in Exhibit Space, Exhibitor shall lose all rights to assigned Exhibit Space, and Show Management, in its sole subjective discretion, may reassign the Exhibit Space to another party. Management assumes no responsibility for having included the name of the withdrawn Exhibitor or description of its products in Show directories, brochures, news releases or other material relating to the Show. Any termination, cancellation or failure of Exhibitor to actually occupy the Exhibit Space assigned to Exhibitor constitutes a material breach by Exhibitor of this Agreement and may, in Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable discounts, sponsorship agreements or opportunities associated with the Show, including, but not limited to the right to present speakers at, or participate in, any conference component of the Show. If a reduction in Exhibit Space is requested by Exhibitor and consented to by Management, Exhibitor's Exhibit Space location on the Show floor may be reassigned by Management in its sole subjective discretion. Any applicable refunds will be processed within 90 days after the close of the Show, and no interest will be paid on any amounts received by Management. Exhibitor agrees to pay interest at a rate of 10% per annum, on all past due balances due to Management.

11. **Scheduling or Location Changes:** Exhibitor acknowledges and agrees that Management reserves the right to change, increase or decrease Show hours, number of days, Show dates, Show location or Show name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Management elects to re-name, change, increase or decrease Show hours, days, Show dates or Show location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees or deposits paid or payable by Exhibitor to Management. Additionally, if Management re-locates the Show to a different city than originally scheduled over dates which are not more than 60 days earlier or 60 days later than the original Show dates, no refund will be due to Exhibitor, but Management shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Management deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Management elects to terminate the Show other than for a reason previously described in this Section, Management shall refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of Management to Exhibitor and Exhibitor waives all claims it might have against Management for damages or expenses and discharges all claims against Management in exchange for such refund.

12. **Condition of Exhibition Facilities:** Management makes no representations or warranties, express or implied, to Exhibitor regarding the condition of the Exhibition Facilities or the utilities provided by the Exhibition Facilities, or the success of Exhibitor's efforts for which the exhibit space will be used or to the number of Show attendees or the demographic nature of such attendees.

13. **Breach:** If Exhibitor fails to make any payments on time as stated or breaches or defaults in any of its obligations under this Agreement, Exhibitor shall be deemed in material breach of this Agreement. Except as set forth in Section 10, in the event of breach by Exhibitor, Management will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space Payment and all other monies paid to Management prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to vacate the Exhibition Facilities. Exhibitor (i) waives its rights to receive any early payment discounts, and (ii) will pay Management the full Exhibit Space Fee set forth on the front of this Agreement. Management's rights under this Section are non-exclusive remedies and Management expressly reserves any and all of its rights and remedies under applicable law. Additionally, Management shall have the right, but not the obligation, to license the subject Exhibit Space to another party prior to the Show without any refund, rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder. Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability. Exhibitor's right to obtain and use complimentary exhibitor personnel badges shall immediately be revoked if Exhibitor breaches.

14. **Right to Off-set:** Exhibitor expressly acknowledges that Management reserves the right to apply any Exhibit Space Fee amounts paid (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitor or its affiliates and Management or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor agrees to pay to Management the amount offset against a past due amount within 10 days of the date of Management's notice or, if the deadline for the applicable payment is more than 10 days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in default of its payment obligations under this Agreement and Management shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

Please Initial Here to Confirm You Have Read the Terms and Conditions Above _____