



**August 25th -27th, 2017**  
**Ontario Convention Center**  
 2000 E Convention Center Way, Ontario,  
 CA 91764

**EXHIBIT SPACE APPLICATION/  
 CONTRACT FORM**

**EXHIBIT SPACE RESERVATION FORM: (Subject to Availability)**

**EXHIBIT SPACE RENTAL FEE INCLUSION:** Each booth rental includes a tent top and 3' high sidewalls. 10' x 10' booths include 1 8' table and 2 chairs. 10' x 20' booths include 2 8' tables and 4 chairs. Booths larger than 10' x 20' do not include tables, chairs, or sidewalls.

**PLEASE NOTE: Electrical, Furniture and Internet are NOT included with your booth rental.**

**Assignment of Exhibit Space:** Placement is at the sole discretion of Show Management.

\*EXHIBITORS agree every product in their booth will be in accordance with SHOW MANAGEMENT.

Please fill out the appropriate box(es):

**BOOTH PRICING**

(Sold in 100 sq. ft. increments)

**EARLY BIRD RATES**

Till June 15, 2017

**\$15.00 PER SQ. FT.**

**STANDARD RATES**

June 16, 2017 - July 15, 2017

**\$17.00 PER SQ. FT.**

**LATE BIRD RATES**

July 16 or later

**\$19.00 PER SQ. FT.**

**BOOTH SIZE REQUESTED:**

x  =   
 Ft. Ft. Sq. Ft.

**CORNERS REQUESTED:**

x **\$200** =   
 Corners Cost

**TOTAL COST**

**REMINDER!**

**Only Exhibitors with FULL payment on or before August 11, 2017 are guaranteed to be included in the listings.**

**INTERNAL USE ONLY**

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENT: \_\_\_\_\_ BOOTH: \_\_\_\_\_

**LEGAL Registered Company Name or DBA:** \_\_\_\_\_

**Product Category/Product To Be Displayed:**

DISTRIBUTOR  ONLINE STORE  E-LIQUID  HARDWARE  OTHER

**If other, explain** \_\_\_\_\_

**Exhibiting AS NAME:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Website Address:** \_\_\_\_\_

**\*KEY CONTACT NAME:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **\*Cell Phone #:** \_\_\_\_\_

\*Please **PROOFREAD** the information in the area above carefully. The KEY CONTACT will have the availability to request change of the above information should you choose to publish alternate company information. Deadlines apply. \*By giving my cell phone number, I am giving ECC-Expo permission to contact me via text or phone call regarding emergency situation and onsite updates.

**CONTRACT ACCEPTANCE:** The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company named above. The undersigned has agreed that this Application and Agreement, including the regulations, terms and rules attached hereto, becomes a **BINDING** contract when accepted by Signee. Filling out of this application is not a guarantee of space or placement. No verbal agreements will be honored. Acceptance of payment with this form should not be construed to guarantee Exhibitor space or placement.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAYMENT SCHEDULE**

**CREDIT CARD:**  Visa  Mastercard  Other \_\_\_\_\_

**Card #:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

**Cardholder's Name:** \_\_\_\_\_

**Cardholder's Billing Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **TOTAL:** \_\_\_\_\_

**PAYING BY CHECK:**

Make checks payable to "ECC Events" Returned checks will be assessed a \$40.00 fee

Mail to: **ECC Events 14738 Central Ave., Chino, CA 91710**

Fax completed form to: **714.276.6490**

Email to: **grace@ecc-expo.com**

**Amount:** \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

**Sales Agent Name:** \_\_\_\_\_

**BANK INFO FOR WIRE TRANSFER**

**Bank Name :** JP Morgan Chase

**Account Number:** 913323791

**Routing Number:** 021000021

**Swift Code:** Chasus33

**Bank Address:** 270 Park Ave. New York NY10017

**PAYMENT TERMS:** ONE HUNDRED PERCENT (100%) of the contracted amount is due immediately upon signing and submission, unless other payment agreement approved by Show Management is in place. See section 11.B.1 & 11.B.2 regarding cancellations and booth downsizing.

**FOR GENERAL QUESTIONS CONTACT: [apply@ecc-expo.com](mailto:apply@ecc-expo.com) or your SalesAgent**

**INSURANCE:** ALL Exhibitors/Merchandisers must provide a certificate of insurance for this expo before they are permitted to setup and or onto the show floor. For assistance, or for further questions, please email [apply@ecc-expo.com](mailto:apply@ecc-expo.com).



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**THESE REGULATIONS HAVE BEEN ESTABLISHED FOR THE MUTUAL BENEFIT  
AND PROTECTION OF EXHIBITORS, VISITORS AND SHOW MANAGEMENT**

**1. Term of Agreement:**

The term of this Agreement will begin on the Effective date and continue until the end of the Exposition.

**2. Contract Acceptance:** Exhibitor agrees to abide by all regulations and rules adopted by Show Management in the best interests of the Show, and agrees that Show Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the Show. Failure to comply with Show Management rules may result in immediate removal from event without refund.

**3. Acceptance by Show Management:** Event Participation by the Exhibitor/Sponsor is subject to Show Management approval. Show Management reserves the right to determine whether any company, product and/or materials are eligible under the rules and regulations inclusion in the Exposition. This determination may be made at any time before or after the start of the Exposition.

**4. Assignments and Use of Booth Space:**

**A. Booth Location:** Placement is at the sole discretion of Show Management.

**B. Benefits and License Grant:** Show Management will provide exhibit space (the 'Event Space') at the Event for Exhibitor/Sponsor to display its promotional material, logo and other marketing materials. Show Management determines the location and amount of space assigned. Show Management may reassign the Event Space or alter Event layout at any time.

**C. Exhibit Acceptance:** The Exhibitor/Sponsor acknowledges and agrees that his/her exhibit shall be admitted and shall be permitted to remain in the Exposition only upon continued strict compliance by the Exhibitor/Sponsor with the terms and conditions of this agreement. Notwithstanding such compliance, Show Management reserves the right to reject or remove the Exhibitor/Sponsor's Exhibit in whole or in part. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement.

**D. Character of Display:** Distribution of samples and printed matter of any kind, or any promotional material, or staff associated with your company is restricted to the confines of the assigned exhibit booth. No noisemakers or anything not in keeping with the character and high standards of Show Management may be distributed or utilized by an Exhibitor/Sponsor in the Event Space.

**E. Sound Devices:** The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth (e.g., no loud DJ music). If Show Management finds Exhibitor in violation of this policy, Show Management shall

**(a)** first violation, give exhibitor a verbal warning and may fine them a \$500 penalty fee:

**(b)** second violation occurs, disconnect Exhibitor's power for the remainder of the show and organizer shall not be liable for any refund or Exhibitor's expense.

**F. Display Dimensions:** With the exception of island, peninsula booths and perimeter wall maximum exhibit height is 8'3". Exhibitor's island or peninsula spaces wishing to go beyond 8'3" in height must submit a display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the

Exhibitor/Sponsor. Each Exhibitor/Sponsor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, a display may not extend above the side rail more than four feet from the back wall.

**G. Exhibitor/Sponsor Representative's Responsibility:** Each Exhibitor/Sponsor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor/Sponsor shall be responsible. Show Management reserves the right to resell the exhibit space if the Exhibitor/Sponsor booth is not set by 8:00 p.m. of the day preceding show floor opening.

**H. TAXES/RETAIL SALES:** Exhibitors/Sponsors are required to complete and submit California State Tax Form. This return is due upon demand. If demand is not made, 3 business days after event. If this form and payment are not mailed to the California Department of Taxation by the due date, an estimated tax assessment may be issued against you.



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**I. Insurance:** Exhibitor/Sponsor at all times during the time the Exhibitor/Sponsor has access to the Expo ground must maintain the following insurance from an insurance company:

- i.** Workers' compensation insurance in compliance with the laws of the state where the Expo is held, with a liability limit to comply with statutory requirements.
- ii.** General Commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit, if requested by Show Management/Host, the Exhibitor/Sponsor shall provide a certificate evidencing the foregoing coverage.

**J. Shipping:** Exhibitor/Sponsor is responsible for any material handling/drayage costs associated with materials brought into the expo hall, please see the exhibitor kit for more detailed pricing information. For load-in of equipment or boxes, Exhibitor/Sponsor may go through Show Management general contractor and or use their own. Exhibitor/Sponsor may coordinate shipping, receiving and drayage with Show Management general contractor (See exhibitor kit for more info) and or their own.

**K. Exhibit Logistics/Third Party Contractors:** The Exhibitor Service Kit containing detailed information regarding logistics will be available online at [www.ecc-expo.com](http://www.ecc-expo.com) in time for advance planning. The kit will contain information regarding shipment, labor, electrical service, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly. Exhibitor/Sponsor must abide by the rules outlined in the Exhibitor Service Kit. Any Event venue may require the Exhibitor/Sponsor to use designated contractors to provide certain services. The Exhibitor/Sponsor must then use only the designated contractors for such services. Notwithstanding such designation, designated contractors and third-party vendors act solely as independent contractors, and Show Management is not responsible for their performance, acts, or omissions.

**L. Sub-leasing/Booth Sharing:** There is no booth sharing - Exhibitor/Sponsor may NOT sub-let their space, or any part thereof, or split space rental fees with another company. Show Management, at its sole discretion, has the right to ask the exhibitor to leave without any refunds. An exception is made for distribution companies that wish to have multiple brands represented within their exhibit space provided that the distribution company is an exclusive distributor of displayed brands.

**M. Security/Own Risk:** Show Management will employ security guards during the course of the Exposition. The duty of the guards will be to protect the general exhibit against fire or other catastrophes. Exhibitor/Sponsor has sole responsibility for any loss of its equipment or property, information or any other loss, including any subrogation claims by its insurer. Neither Show Management, nor the owners or lessors of the exhibit premises assume any responsibility for an Exhibitor's/Sponsor's property and of its employees. It is suggested that the Exhibitor/Sponsor insure his/her property against loss and theft.

**N. Damage to Property:** Exhibitor/Sponsor is liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner. Exhibitor/Sponsor may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment; all fines will have incurred, will be passed on to Exhibitors.

**O. Fire and Safety Laws:** Federal, State and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriting rules. Smoking in exhibits is strictly prohibited. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. See additional fire regulations.

**P. Credit:** Each Exhibitor/Sponsor or their agents/agency must have NO OUTSTANDING past due invoices with Electronic Cigarette Convention, LLC. Past due invoices billed to the exhibitor/Sponsor or their agent/agency must be PAID before Exhibitor/Sponsor will be allowed access to ECC-Expo 2017.

**5. Attendance:**

Show Management holds no warranties regarding the number of persons attending and who attends the Exposition.

**6. Modifications to Show times:**

The Organizers reserve the right to revise Event dates and hours as necessary. Sponsors and Exhibitors shall be notified of any such modification(s).



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**7. Use of Intellectual Properties:**

**A.** The Exhibitor/Sponsor is the sole owner of all right, title, and interest to all Exhibitor/Sponsor information, including Exhibitor's/Sponsor's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. Exhibitor/Sponsor grants to Show Management/Host the right to use Exhibitor's/Sponsor's name and logo in connection with the promotion and production of the Event. The Exhibitor/Sponsor warrants that their property does not infringe upon any other personal or third-party property. The Exhibitor/Sponsor retains the rights to review and approve all such uses of property, which approval will not be unreasonably withheld.

**B.** Electronic Cigarette Convention, LLC is the sole owner of all right, title, and interest to all Electronic Cigarette Convention Center, LLC information, including ECC logo, trademarks, trade names, and copyrighted information, unless otherwise provided. Electronic Cigarette Convention, LLC grants the Exhibitor/Sponsor the right to use the Exposition's name and logo solely in connection with the promotion and production of the Event. Exhibitor/Sponsor agrees that it will not use ECC, LLC property in a manner that states or implies that ECC, LLC endorses the Exhibitor/Sponsor or its products. ECC, LLC retains the rights to review and approve all such uses of property, which approval will not be unreasonably withheld. Submit all artwork with ECC branding to [hello@ecc-expo.com](mailto:hello@ecc-expo.com) for brand guidelines approval.

**C.** Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

**8. Relationship of Parties:**

The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties or third-person parties.

**9. Limitation of Liability; Indemnity:**

**A.** Under no circumstances will Organizer, its affiliated entities and individuals, or the venue of the Event and its affiliated entities and individuals be liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Show Management has been apprised of the possibility of such damages or lost profits. In no event will Show Management liability here under, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor/Sponsor for the Space. Show Management is not liable for any errors in any listing, descriptions, or for omitting Exhibitor/Sponsor from the Event show guide or other materials.

**B.** None of Show Management/Host are liable to Exhibitor/Sponsor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor/Sponsor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or staging's, except to the extent such liability arises directly from the willful misconduct of Show Management/Host against whom liability is sought to be assessed.

**C.** The Exhibitor/Sponsor agrees to defend, indemnify, and hold harmless Show Management/Host and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to

- (i) Exhibitor's/Sponsor's construction or maintenance of an unsafe Exhibit,
- (ii) the negligence or misconduct of Exhibitor/Sponsor or its agents, and/or
- (iii) Exhibitor's/Sponsor's breach of any commitment made hereunder.

**D.** The Exhibitor/Sponsor shall be fully responsible to pay for any and all damages to property owned by Ontario Convention Center, its owners or managers, which results from any act or omission of Exhibitor/Sponsor. The Exhibitor/Sponsor agrees to defend, indemnify and hold harmless, Ontario Convention Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's/Sponsor's use of the property. Exhibitor's/Sponsor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor/Sponsor, its agents, employees, and business invitees which arise from or out of the Exhibitor's/Sponsor's occupancy and use of the exhibition premises, the Ontario Convention Center or any part thereof.

**E.** Show Management/Host shall not be liable for delay or failure of performance caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of Show Management/Host ("Force Majeure Events"). In such event, Show Management/Host shall be entitled to retain such portion of the Contract Price as required to compensate Show Management/Host for expenses incurred up to the time of the Force Majeure Event.



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**10. Laws and Licenses:**

**A. Laws and Rules:** Exhibitor/Sponsor must comply with all applicable laws, regulations, ordinances and manuals in connection with its participation in the Event, including, but not limited to, rules of the Ontario Convention Center, any relevant labor union and the terms, conditions, and rules issued by Show Management/Host from time to time in connection with the Event.

**B. Taxes and Licenses:** Exhibitor/Sponsor is solely responsible for obtaining any licenses and permits, and payments of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including any of such taxes as may be collected by Show Management/Host.

**C. Third Party Proprietary Rights:** Exhibitor/Sponsor agrees that it will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission

**11. Cancellation/Termination:**

**A. Cancellation of Exposition:** If Electronic Cigarette Convention, LLC cancels the exposition due to circumstances beyond its control, including but not limited to Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, Electronic Cigarette Convention, LLC shall refund to Exhibitor/Sponsor payments made through the time of cancellation, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor, following which the Exhibitor/Sponsor will have no further recourse against Electronic Cigarette Convention, LCC.

**B. Termination by Exhibitor/Sponsor:** Exhibitor/Sponsor who cancel its booth space/sponsorship reservation must pay a cancellation fee, as seen below which allows Electronic Cigarette Convention, LLC to recover the administration expenses incurred in preparing for the participation of the canceling Exhibitor/Sponsor and which it will incur in attempting to resell the booth/sponsorship and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty. Cancellations must be made in writing and are subject to the following provisions:

1. Cancellations and booth downsizes received by 6/24/17 are subject to cancellation fee equal to 80% of the booth/sponsorship price.

2. Cancellations and booth downsizes received on or after 6/25/17 are subject to a cancellation fee equal to 100% of the booth/sponsorship space being cancelled.

3. If Exhibitor/Sponsor has not set up their booth by 11:59 p.m. 8/24/17 and has not contacted the Expo Show Management Office, Show Management/Host reserves the right to take possession of and reassign the Exhibitor's/Sponsor's booth(s).

4. Cancellations will result in forfeit of all Exhibitor's/Sponsor's badges.

**C. Termination by Show Management/Host:** Show Management/Host may take possession of booth space/sponsorship and terminate Exhibitor's/Sponsor's participation in the Event upon Exhibitor's/Sponsor's failure to meet any material obligations under the Agreement, including but not limited to Sponsor's failure to (a) pay for the booth space/sponsorship or other related services, (b) set up its Exhibit, (c) maintain all exhibited products in good working order, (d) staff the booth space fully and in a timely manner, (e) booth sharing, (f) unprofessional conduct/behavior, or (g) for violation of Show Management/Host's rules and regulations of conduct including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct. All payments to Show Management/Host are deemed fully earned and non-refundable if Exhibitor/Sponsor is terminated.

**12. Release:**

Exhibitor/Sponsor acknowledges that the Expo may be reproduced or recorded and authorizes ECC-Expo, Electronic Cigarette Convention, LLC and its designees to record, transcribe, modify or reproduce and distribute in any form and for any purpose any such recording of the Expo, which may include Exhibitor/Sponsor, its employees or agents, and Exhibitor/Sponsor agrees to execute any additional release presented by ECC-Expo. Exhibitor/Sponsor hereby releases ECC-Expo and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on future claims or moral rights.



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**13. Miscellaneous:**

No drugs and drug paraphernalia are allowed anywhere in the Ontario Convention Center and all surrounding areas. Possession of any offending materials is subject to removal from the premises, termination of Agreement, and reporting to the proper authorities. The event is open to all person(s) ages 21 and up. This applies to all persons including exhibitors, sponsors and their guests. No persons under 21 may obtain a badge or be present on the exhibit floor or any other area deemed the Event Space. Failure to abide by these rules is subject to removal from premises. Show Management/Host is not responsible for housing or care of persons under the age of 21.

**14. Other Events and Marketing:**

Exhibitor/Sponsor agrees that, during the Term, it may NOT use any Organizer event to leverage or promote any other event in which Exhibitor/Sponsor is a sponsor or participant, and therefore agrees that it may NOT, during the period from two days before until two days after the Event conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles of any event similar to the Event that is the subject of this Agreement, other than Sponsor's participation in the Event under this Agreement. During the Event, Exhibitor/Sponsor may not promote its products or organization within 500 yards of any Event locations, except:

- (i) in advertising contained in periodicals or similar regularly published media, or
- (ii) as permitted by this Agreement or by Show Management/Host in writing.

**15. Amendments:**

**A. Amendment Rules:** Any and all matters not specifically covered or addressed in this Agreement, or the Laws and Licenses will be subject to the sole discretion of Show Management/Host. This agreement supersedes any and all prior oral and written understandings, quotations, communications and agreements. Show Management/Host reserves the right to modify and to adopt additional rules at its sole discretion. Any such modifications or additional rules shall be effective immediately upon adoption, and the Exhibitor/Sponsor agrees to comply with all such modifications and additional rules.

**B. Jurisdiction and Governing Law:** This Agreement shall be governed under and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. The State and Federal Courts located in California shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

**16. Exhibitor's/Sponsor's Agreement:** This Agreement constitutes the entire agreement between Parties concerning its subject matter. The Exhibitor/Sponsor understands the Terms and Conditions, and Rules and Regulations put forth in the terms of the Contract. If any term is deemed invalid or unenforceable, the remainder continues in full force and effect. Further, the person signing this Contract on behalf of Exhibitor/Sponsor represents and warrants that he/she is competent and has the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor/Sponsors.