

Kentucky's Edge Exhibitor Info and Agreement

Kentucky's Edge is a bourbon conference and festival that takes place on Saturday, October 5, 2019.

To make sure you have ample traffic, the trade show is FREE to all Kentucky's Edge attendees. Also, the tradeshow is in the NKY Convention Center.

It's only \$250 (US) to exhibit and includes the following:

- Mention on the Kentucky's Edge web site and mobile app.
- 8'x8' of space with a table and two (2) chairs.
- Free standard (120v) power and Wi-Fi.

All questions regarding the Kentucky's Edge 2019 Trade Show should be directed to Bill Donabedian at bourbon@kentuckysedge.com.

Payment

We prefer payment via credit card using PayPal. Once we receive the signed agreement, we'll send an e-invoice. Payment must be received by Friday, September 20, 2019. If you prefer to send a check, please make payable to ESK Presents and mail to 6080 Deer Crossing Court, Milford, OH 45150.

Trade Show Location

NKY Convention Center 1 W Rivercenter Blvd Covington, KY 41011

Exhibitor Move In

Friday, October 4, 2019: Noon to 6PM

- All load-in will be through the Service/Loading area only. More information will be provided one week prior to arrival.
- Please email the following information to bourbon@kentuckysedge.com so we can make sure security is ready to receive you:
 - The driver, vehicle, and estimated time of arrival.
- Exhibitors are restricted to their assigned booth space and may not utilize other areas
 of the NKY Convention Center.
- Special requirements regarding load-in times (i.e., move-in the day prior) must be coordinated one week prior to arrival.



Tradeshow Dates & Hours

Saturday, October 5, 2019: 8AM-5PM

Trade Show Site Shipment Dates

Items may be shipped to the NKY Convention Center one week ahead of time; however, please coordinate with us first by emailing bourbon@kentuckysedge.com. Items shipped should arrive no later than Friday, October 4, 2019.

Parking

We do not provide parking, but there is plenty of reasonably priced parking surrounding the Northern Kentucky Convention Center.

Set Up

Taping or tacking anything to the walls of the NKY Convention Center is not permitted. **Be Advised:** Unless arranged prior to the event, there is no accessibility to any equipment belonging to NKY Convention Center. This includes tools, office supplies, extension cords, etc.

Sound Levels

Exhibitors must keep sound levels in their booth space to a reasonable level during the conference. Kentucky's Edge reserves the right to determine when excessive sound, music or other display activities interfere with other exhibitors' ability to conduct business. Offenders will be required to reduce sound levels immediately or risk penalties.

Protection Service / Security

Security will be provided. NKY Convention Center security staff protects the convention center and its contents only. It does not guard attendees, visitors or their property. The NKY Convention Center and Kentucky's Edge are not responsible for any injuries of persons or their property.

Clean Up

We ask that you tidy up your booth and remove boxes and/or stacks of materials (e.g., printed items, swag, etc.). The only trash that should be left behind should be minimal and fit in the waste basket.

Exhibitor Move Out

Saturday, October 5, 2019: 5:00 PM to 8:00 PM

All venders must exit through the Loading area and will be supervised by Security. Under no circumstances may the front entrance be utilized.



Kentucky's Edge Exhibitor Agreement

Kentucky's Edge 2019 Trade Show: October, 5 2019, NKY Convention Center

Return completed form via email (bourbon@kentuckysedge.com), fax (877-571-5440), or mail (6080 Deer Crossing Court, Milford, OH 45150) by Friday, September 20, 2019.

This information will		ebsite and	d mobile ap	p.	
Company Name Cor			mpany Type		
Company and/or Pr	oduct Description	(s)			_
					-
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Company Address _					_
City		State _		Postal Code	_
Phone	Fax		E-mail		
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behalf of said organ accepted, and subso authorizations, adde	ization, request an cribe and agree to endum, and covena the Kentucky's Ec	nd agree to all the ter ants conta dge Trade	o pay for ex ms, rules ar ained in this Show Rules	of the organization shown, on chibit space as assigned and nd regulations, conditions, Contract for Trade Show Space is and Regulations which follows	
Authorized Signatur	'e			Date	_
Print Name				Title	_
Payment Informat	ion (\$250.00 US)				
If paying by check,	olease make check	payable t	to ESK Pres	ents LLC and mail to:	
6080 Deer Crossing Milford, OH 45150	ı Court				
If you would prefer	to pay by credit ca	ard, please	e email us a	t <u>bourbon@kentuckysedge.com</u>	

Payment must be received by Friday, September 20, 2019. All sales are final.

and we'll send an e-invoice via PayPal.



Kentucky's Edge Trade Show Rules and Regulations

- 1. Management: ESK Presents LLC, hereinafter designated as "Kentucky's Edge" conducts The Kentucky's Edge 2019 Bourbon Conference and appoints an official service contractor to provide all show services to exhibitors.
- 2. Exceptions to the foregoing may be granted at Kentucky's Edge's sole discretion where requested in writing and received by Kentucky's Edge before Friday, September 20, 2019.
 - a. The request must include certificates of insurance from all agent representatives indemnifying Kentucky's Edge and NKY Convention Center in limits satisfactory to Kentucky's Edge, a description of the work to be done and personnel to be used.
 - b. Kentucky's Edge reserves the right to deny exceptions at its sole discretion.
- 3. Kentucky's Edge shall have no responsibility of any kind for the following:
 - a. performance or failure to perform by any contractor including the official Service Contractor:
 - b. performance or failure to perform services to the exhibitors, by NKY Convention Center, hereinafter referred to as "the Building," or the "Exhibit Hall;
 - c. cancellation or delay of the show due to acts of God, war, government regulation, disaster, acts or threats of terrorism, fire, strikes, civil disorder, or other similar cause beyond the control of Kentucky's Edge;
 - d. Kentucky's Edge's judgment that continuing the show would be inadvisable, illegal or impossible. Kentucky's Edge's liability for cancellation for any reason shall be limited to any amounts paid by exhibitor pursuant to this contract.
- 4. Application for and Assignment of Space: Anyone desiring to exhibit must file a written application with Kentucky's Edge at Kentucky's Edge Headquarters, 6080 Deer Crossing Court, Milford, OH 45150.
- 5. Space will be assigned to conform as nearly as possible in size, price and location by Kentucky's Edge.
 - a. Kentucky's Edge has the absolute right to allocate and assign space and exhibitors and to relocate exhibits after initial assignment.
- 6. Kentucky's Edge reserves the right to cancel any reservation not paid in full, to lease such space to another exhibitor, and to retain as liquidated damages any amounts already paid. Exhibitor agrees that payments or deposits made by Exhibitor may be used toward satisfying any cancellation fees due to Kentucky's Edge under this contract. In the event that an exhibitor cancels his contract for, or is unable to use the space, Kentucky's Edge shall retain as liquidated damages all amounts paid by such exhibitor. This includes company "no-shows," that do not occupy contracted on-site booth space. Upon receipt of cancellation notice from Exhibitor, Kentucky's Edge shall have no further obligations to Exhibitor under this contract.
- 7. Exhibitor Rules & Regulations
 - a. All exhibitors must adhere to all rules and regulations pertaining to displays and product as outlined in Kentucky's Edge Trade Show Information.
 - b. Exhibit activity or soliciting by any non-exhibiting firm or person on the trade show floor and/or on any property under the supervision or under the contract of Kentucky's Edge during the trade show is strictly prohibited.
 - c. Exhibitor agrees to keep exhibit properly staffed and intact during show hours.
 - d. Early dismantle of booth space is strictly prohibited.
 - e. No food or beverages may be sold or given away on the premises. Food preparation on the trade show floor is strictly prohibited.
 - f. Kentucky's Edge reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or other disturbing features, or which may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of Kentucky's Edge applies to any demonstration or activity by any exhibitor



- that results in obstruction of booth line-of-sight and/or access to a nearby exhibitor's booth by either attendee/buyers or exhibitors.
- g. All personnel working in an exhibit booth must be employees of the exhibiting company.
- h. Each exhibiting company receives two (2) exhibtor badges.
- i. Booth personnel must display their badges at all times.
- j. No exhibitor is allowed to assign, sublet or apportion the whole or any part of space neither allotted him nor exhibits therein any goods other than those manufactured or sold in the regular course of business by the exhibitor.
- k. Exhibitors are prohibited from engaging in an exhibit activity in any space other than that which has been contracted.
- Exhibitors are responsible for knowledge of and compliance with all laws, regulations, and ordinances that may apply to any exhibit. These include, but are not limited to any United States, Kentucky or Covington laws, regulations and ordinances. Kentucky's Edge will not interpret laws, regulations and ordinances for any exhibitor.
- m. Exhibitors with products, the sale of which may be illegal in certain jurisdictions, must display a sign in their booth space to that effect.
- n. Exhibitors are responsible for any damage done by them or their employees.
 - No nails, bolts, tack or screws shall be driven into the wall, woodwork or floor of the Building.
 - The use of flammable substances as decorative materials is prohibited.
 - All decorative fabrics must be flame proofed in accordance with City and Exhibit fire regulation
 - No gasoline, kerosene, acetylene or other flammable or explosive substances are permitted in the building.
- o. Booth must be set-up and complete for inspection and the surrounding aisles clear of exhibitor's equipment and debris no later than 10 a.m. EST on Saturday, October 5, 2019.
- 8. Liability, Hold Harmless and Indemnification: Exhibitor agrees that neither the NKY Convention Center nor Kentucky's Edge shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises leased by or assigned to the exhibitor, (including but not limited to) any agent, employee, representative or guest of the exhibitor, or any other person or entity.
 - a. The exhibitor agrees that it will hold harmless and indemnify NKY Convention Center and Kentucky's Edge from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorney's fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of this contract by Exhibitor, or its agents, employees, representatives, guests or invitees related to or arising in connection with Exhibitor's performance under this contract.
 - b. The parties agree that the total liability of Kentucky's Edge to Exhibitor under this contract, whether in contract or tort, shall be the amount of the Exhibitor's fees paid to Kentucky's Edge.
 - c. In no event shall Kentucky's Edge be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.
- 9. Obligations at the end of License: Before the termination of the license period, license period being from 8 a.m. through 5 p.m., Saturday, October 5, 2019, exhibitor shall vacate the NKY Convention Center and the facilities and return the equipment in the same condition and repair as originally furnished to the exhibitor, normal wear and tear excepted. In the event the NKY Convention Center or the facilities are not so vacated, then Kentucky's Edge and/or NKY Convention Center is authorized, at the expense of the exhibitor, to remove and store or return to exhibitor, or unless the Exhibitor's failure is due to an event beyond the control of the Exhibitor such as strikes or Acts of God, to treat as



abandoned and discarded property and dispose of all goods, wares, merchandise and property of the exhibitor. Kentucky's Edge and/or NKY Convention Center shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of Kentucky's Edge's and/or NKY Convention Center's disposal of the property. The Exhibitor hereby expressly releases Kentucky's Edge and/or NKY Convention Center from any such claims for damages of whatsoever kind or nature.

- 10. Security: Neither Kentucky's Edge nor the NKY Convention Center shall be in any way liable or responsible for any loss or disappearances, of any object, item, good or materials of any kind, from Exhibitor's booth space or from the exhibit hall, except for such loss or disappearance as is due to intentional and tortuous theft committed by the employees of Kentucky's Edge or NKY Convention Center. Kentucky's Edge and NKY Convention Center provide certain security services, including providing advice on security measures, as a convenience to Exhibitor's but the responsibility for the security and safety of an Exhibitor's area, product and property rests solely with the exhibitor.
- 11. The above rules and regulations are all deemed to be of the essence of this contract. A material breach of any of them shall be deemed a breach of contract entitling Kentucky's Edge to immediately cancel the exhibitor's contract. Upon cancellation, Kentucky's Edge may take possession of the exhibitor's space, remove all person and properties of the exhibitor and hold the exhibitor accountable for all risk expense incurred in such removal. Kentucky's Edge reserves the right to make any changes necessary for the best interest of the trade show. If a court hereof holds any provisions invalid, all other provisions shall remain in full force and effect.