

THE
ELEMENTS
OF



**CRAFT BEVERAGE EXPO
AND DISTRIBUTION CONFERENCE**

NOV 30 - DEC 2, 2020

**KENTUCKY INTERNATIONAL CONVENTION CENTER
LOUISVILLE, KY**

**For internal Craft Beverage Expo and
Distribution Conference 2020 Use Only:**

Confirmed Booth: # _____

Authorization: _____

Date: _____

Craft Beverage Expo and Distribution Conference 2020 will take place at the Kentucky International Convention Center from December 1-2, 2020. This Sponsor Contract including the terms and conditions attached hereto and incorporated herein by reference (collectively the "Contract") is made by and between Craft Beverage Expo and Distribution Conference 2020 ("CBE") and the company identified below ("Company"). Upon execution of this Contract, Company agrees to pay the fees set forth below ("Fee") in full subject to the Terms and Conditions attached hereto and incorporated herein by reference.

Company Name: _____ Alphabetize Under the Letter:

Address: _____ City: _____

State: _____ Zip/Postal Code: _____ Country: _____

Web site: _____

Phone: _____ Fax: _____ Toll Free #: _____

Twitter Handle: _____

Main Contact	Name: _____	Title: _____
	Phone: _____	Fax: _____
	Email: _____	

Marketing Contact Same as Above	Name: _____	Title: _____
	Phone: _____	Fax: _____
	Email: _____	

SPONSORSHIP OPPORTUNITIES:

- | | | | |
|----------------------|---------------------|--------------------------|----------|
| Presenting Sponsor | Commemorative Glass | Lanyard | Tote Bag |
| Supporting Sponsor | Breakfast | Opening Reception | |
| Hosted Buyer Program | Lunch | Personalized Sponsorship | |

PAYMENT:

Payment Method: Check enclosed (made payable in U.S. funds to Craft Beverage Expo 2020) for \$ _____

Charge \$ _____ to my American Express Master-Card Visa

Credit Card #: _____ Exp. Date: / _____ CSV #: _____

Credit Card Billing Address (if different from address listed above):

Address: _____ City: _____

State: _____ Zip/Postal Code: _____ Country: _____

Authorized Signature: _____ Print Name: _____

**Please complete, sign and fax all pages of this contract to: 703-940-5544
Mail payments to: Craft Beverage Expo, 14 Marion Road, Westport, CT 06880**

Company hereby agrees to the terms and conditions stated herein including the attached terms and conditions which are hereby incorporated by reference and made part of this Contract as of the date set forth below. Company represents and warrants that the individual signing below is duly authorized to execute this binding Contract on behalf of Company:

Authorized Signature: _____ Print Name: _____ Date: _____

Terms & Conditions

CBE and Company agree to the following terms and conditions:

- Event Rules:** Company hereby agrees to participate as an Exhibitor/Sponsor at (as indicated on page 1), Craft Beverage Expo 2020 (the "Event") pursuant to the Exhibitor/ Sponsor Kit Guidelines, which are incorporated herein by reference. In the event of a conflict between the Exhibitor/Sponsor Kit Guidelines and this Contract, this Contract shall take precedence. CBE, VP International LLC (the CBE management company), and their respective agents and representatives (collectively "CBE") reserve the right to make changes to the Event, including dates, times and location. CBE shall: (a) make commercially reasonable efforts to inform Company of any changes within a reasonable timeframe; and (b) not be liable for damages arising from such changes.
- Assignment:** Company shall not assign, share or sublet all or any portion of the allocated exhibit space nor assign or transfer any of its rights or obligations under this Agreement without prior written permission from CBE, which permission shall be in the reasonable discretion of CBE. Company shall submit any request for assigning, sharing or subletting exhibit space in writing to CBE no later than October 1, 2020, which request shall set forth the name of the company(ies) or organization(s) and a summary of the arrangements. Company acknowledges and agrees that, for failing to obtain permission as set forth in this Section 2, CBE reserves the right to impose liquidated damages, and not as a penalty, in an amount equal to the number of additional non-approved companies in Company's space multiplied by the Exhibit Space Fee. Company agrees to pay such liquidated damages within thirty (30) days of written notice from CBE.
- Disturbance:** Upon request from CBE, Company shall remove any exhibit (or element thereof) that, in CBE's sole discretion, is deemed objectionable, unsafe or detracts from the Event because of noise, method of operation, lack of professionalism, or any other reason. Company agrees not to display nor offer for sale at the Event any products, services, or promotional materials that (a) infringe the intellectual property or other rights of CBE or other third parties; or (b) disparage or depict CBE or any other Exhibitor/Sponsor in an objectionable manner as determined by CBE in its sole discretion. CBE reserves the right to remove any such exhibits (or element thereof) in its sole discretion. In any case, CBE shall not be liable for any refund or other expenses incurred by Company.
- CBE Contractors:** For its exhibit, Company agrees to provide and/or install its own tradeshow booth, computer equipment, collateral, and technical resources as more fully described in the Exhibitor/Sponsor Kit Guidelines. CBE has designated official third-party contractors, vendors and service providers (collectively, "CBE Contractors") to provide certain products and/or services for Exhibitor/Sponsors at the Event (as set forth in the Exhibitor/Sponsor Kit Guidelines) at then prevailing rates of such CBE Contractors, including, without limitation, drayage, machine moving, garbage, machinery erection, furniture, Sponsorship and floor decorations, signs, photos, telephone and Internet services, computer and audio/visual equipment, electricians, and guard services. Company authorizes CBE to provide contact information (including, without limitation, contact name, telephone number, fax number and email address) to such CBE Contractors for purposes of soliciting such products or services. Company may engage contractors and vendors other than CBE Contractors to provide products and/or services only with the prior written approval of CBE, which approval shall not be unreasonably withheld. CBE assumes no responsibility or liability for any of the products and/or services delivered by Conference Contractors or non-Conference Contractors.
- Limited License:** Company hereby grants a non-exclusive, worldwide right and license to CBE to (i) use, display, publish, distribute and transmit Company's name and logo in print and electronic form in connection with the Event, including the advertising and promotion thereof, (ii) record Company's activities at the Event, including any activities at Company's booth, and to use, display, publish, distribute and transmit any such recordings in print, video, audio, digital or any other format in any media now existing or hereafter developed.
- Compliance:** Company agrees to comply with all applicable Federal, state and local laws and regulations as well as all union contracts in effect with CBE, CBE Contractors, the Kentucky International Convention Center and various labor organizations. Exhibitor/Sponsors must be in full compliance with the Americans with Disabilities Act.
- Insurance:** Company agrees to acquire and maintain insurance coverage as set forth in the Exhibitor/Sponsor Kit Guidelines. Company acknowledges and agrees that CBE does not maintain insurance covering Company's property and it is the sole responsibility of Company to obtain such insurance.
- Competing Events:** During the period from December 1-2, 2020, Company shall not independently reserve space or otherwise host an event within ten (10) miles of the Event for the purpose of holding a hospitality suite, seminar or any other promotional or educational activity without the prior written consent of CBE, which consent shall not be unreasonably withheld. Company acknowledges and agrees that events that conflict with previously scheduled CBE activities shall be one reason CBE may withhold such consent.
- Payment Terms:** Subject to the terms set forth in Section 10, upon execution of this Contract, Company agrees to pay the Fee identified on the attached cover sheet. For all Contracts the entire Fee is due in full upon execution of this Contract. Notwithstanding the foregoing, in no event shall Company be permitted to move in or set up participate in the Event unless the Fee is paid in full by October 19, 2020. CBE reserves the right to cancel and/or-re-assign Exhibit locations if payments are not received when due.
- Term of Contract:** This Contract is effective upon CBE's receipt of the Contract signed by Company and, unless terminated sooner in accordance with the terms of this Contract, shall remain in effect until the Event ends on December 2, 2020, provided, however, that any provisions of this Contract that by their nature are intended to survive the termination or expiration of this Contract shall so survive.
- Cancellation:** Company may cancel the Contract without cause by written notice subject to a Cancellation Fee (as set forth below). The parties acknowledge that it is difficult to quantify damages if Company cancels the Contract (other than for a force majeure reason set forth in Section 11 below) and have agreed that CBE shall assess a cancellation fee, (the "Cancellation Fee") against Company as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Fees (as defined below) in accordance with the following scale:

Period	Percentage
Prior to June 1, 2020	0%
June 1-August 31, 2020	50%
On or after September 1, 2020	100%

Lost Fees are defined as the sum total of fees owed by Company to CBE under this Contract. CBE shall refund Company the amount of the fees actually paid less the Cancellation Fee, if any, within 30 days of receipt of the cancellation notice. Notice of Cancellation must be done in writing via e-mail to kellie@craftbeverageexpo.com; Lost Fees are calculated on the date the notice of cancellation is received. CBE may cancel the Contract by written notice to Company and in such event shall refund to Company the full amount of the fees actually paid by Company under this Contract.

- Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, the availability of the Kentucky International Convention Center or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.
- Limitation of Liability:** CBE shall not be liable to Company for any damage, loss, harm or injury to Company or its property or business resulting from fire, accident, insufficient participation or any other reason in connection with the Event. CBE SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY COMPANY, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF CBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CBE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY COMPANY UNDER THIS CONTRACT.
- Indemnification:** Company agrees to indemnify, defend and hold CBE and their respective directors, officers, employees and agents harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of or caused by (a) Company's installation, removal, maintenance, occupancy or use of the Company's exhibit at the Event or (b) the gross negligence and willful misconduct of Company and its employees, agents or representatives.
- Governing Law.** The validity, construction, and interpretation of this Agreement and the obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its choice of law principles.
- Miscellaneous:** This Contract constitutes the entire understanding between CBE and the Company with respect to the subject matter hereof. Terms and conditions set forth in any purchase order or other document provided by the Company to CBE that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between CBE and the Company unless specifically accepted by CBE in writing. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.