

# EXHIBITOR AGREEMENT

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This Exhibitor Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ORGANIZER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ORGANIZER ADDRESS] ("**Organizer**"); and

[EXHIBITOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [EXHIBITOR ADDRESS] ("**Exhibitor**").

Organizer and Exhibitor are each a "**Party**" and together the "**Parties**."

**Recitals.** Organizer is producing a trade show, expo, or conference and offers exhibit space to qualified exhibitors, and Exhibitor wishes to exhibit at the event, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Event and Exhibit Space

**1.1 Event.** This Agreement covers the following event (the "**Event**"): **Name:** [EVENT NAME]; **Venue:** [VENUE NAME AND ADDRESS]; **Date(s):** [EVENT DATE(S)]; **Exhibit hall hours:** [HOURS].

**1.2 Booth assignment.** Organizer grants Exhibitor a license to occupy booth space [BOOTH NUMBER(S) AND DIMENSIONS] (the "**Booth**") for the purpose of exhibiting at the Event. This Agreement grants a revocable license, not a lease or property interest in the venue.

**1.3 Space relocation.** Organizer may, in its reasonable discretion and on notice, relocate or reconfigure the Booth or modify the floor plan where necessary for the overall success or safety of the Event, using good-faith efforts to provide comparable space.

**1.4 Inclusions.** The Booth fee includes [e.g. pipe and drape, one table, two chairs, a booth ID sign, [NUMBER] exhibitor badges]. All other items, including electrical, internet, furnishings, and lead-retrieval services, are available at additional cost through the official Event service kit.

## 2. Fees and Payment

**2.1 Booth fee.** Exhibitor will pay Organizer a booth fee of [AMOUNT] for the Booth.

**2.2 Deposit and balance.** Exhibitor will pay a deposit of [AMOUNT OR PERCENTAGE] with this Agreement to reserve the Booth, and the balance by [DATE]. Space is not confirmed until the deposit is received.

**2.3 Additional services.** Exhibitor will pay all charges for additional services it orders (electrical, drayage, internet, audiovisual, labor) directly to the applicable provider or to Organizer as invoiced.

**2.4 Late payment.** Past-due amounts accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, and Organizer may reassign the Booth if the balance is not paid by the due date.

Fees are exclusive of applicable taxes.

### 3. Use of Booth and Exhibitor Conduct

**3.1 Permitted use.** Exhibitor will use the Booth only to display and promote its products and services and will staff the Booth during all exhibit hall hours. Exhibitor will not sublet, share, or assign the Booth without Organizer's prior written consent.

**3.2 Booth construction and display rules.** Exhibitor's display must conform to Organizer's published booth-construction and height rules, must remain within the assigned space, and must not obstruct neighboring booths, aisles, or fire exits.

**3.3 Conduct.** Exhibitor and its personnel will conduct themselves professionally, will confine all activities (including demonstrations, sound, and giveaways) to the Booth, and will not engage in conduct that disrupts the Event or other exhibitors.

**3.4 Selling and order-taking.** On-site selling or order-taking is **[permitted / not permitted]**. Exhibitor is responsible for collecting and remitting any applicable sales tax on transactions it conducts at the Event.

**3.5 Compliance.** Exhibitor will comply with all applicable laws, venue and union rules, fire and safety codes, and Organizer's exhibitor rules, which are incorporated by reference and may be updated on reasonable notice.

### 4. Installation, Dismantle, and Move-Out

**4.1 Installation.** Exhibitor may install its display during the move-in period beginning **[DATE/TIME]** and must complete installation by **[DATE/TIME]**. Booths not occupied by the deadline may be reassigned or filled by Organizer without refund.

**4.2 Dismantle.** Exhibitor will not dismantle or remove its display before the Event closes. Dismantle and move-out must be completed by **[DATE/TIME]**.

**4.3 Condition and removal.** Exhibitor will remove all property and leave the Booth clean and undamaged. Property left after move-out may be removed and stored or disposed of at Exhibitor's expense.

### 5. Liability, Insurance, and Indemnification

**5.1 Exhibitor property.** Exhibitor's property is at Exhibitor's sole risk. Organizer and the venue are not responsible for loss, theft, or damage to Exhibitor's property or for injury to Exhibitor's personnel, except to the extent caused by Organizer's gross negligence or willful misconduct.

**5.2 Insurance.** Exhibitor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT]** per occurrence and any workers' compensation insurance required by law, will name Organizer and the venue as additional insureds, and will provide a certificate before move-in.

**5.3 Indemnification.** Exhibitor will indemnify, defend, and hold harmless Organizer and the venue from third-party claims arising from Exhibitor's participation, products, displays, personnel, or use of the Booth, except to the extent caused by Organizer's negligence or willful misconduct.

**5.4 Limitation of liability.** Except for its indemnification obligations and its gross negligence or willful misconduct, Organizer's total liability under this Agreement will not exceed the booth fee paid by Exhibitor, and Organizer is not liable for indirect, incidental, special, or consequential damages, including lost profits or lost business opportunity.

### 6. Cancellation and Force Majeure

**6.1 Cancellation by Exhibitor.** If Exhibitor cancels, Organizer will retain the following as liquidated damages, the Parties agreeing actual damages would be difficult to determine: **[e.g. deposit if canceled more than [NUMBER] days before the Event; [PERCENT]% of the booth fee if canceled within [NUMBER] days; the full booth fee if canceled within [NUMBER] days].**

**6.2 Cancellation by Organizer.** Organizer may cancel, postpone, shorten, or relocate the Event. If Organizer cancels the Event for reasons other than force majeure, Organizer will refund the booth fee paid, less non-recoverable Event costs.

**6.3 Force majeure.** If the Event is canceled, postponed, or materially curtailed due to events beyond Organizer's reasonable control (including acts of God, severe weather, fire, government order, public-health emergency, labor dispute, or venue unavailability), Organizer is not liable, and any refund is limited to Exhibitor's pro-rata share of Event revenue remaining after Organizer's committed and non-recoverable expenses.

## **7. Intellectual Property and Promotion**

**7.1 Exhibitor marks.** Exhibitor grants Organizer a non-exclusive license to use Exhibitor's name, logo, and approved materials to list Exhibitor in Event directories and to promote the Event. Exhibitor represents it owns or is licensed to use the marks it displays.

**7.2 Recording and likeness.** Organizer may photograph, record, and livestream the Event, including general views of the exhibit hall, and may use such media to promote current and future events. Exhibitor will not record other exhibitors' booths without consent.

**7.3 No endorsement.** Neither Party may imply the other's endorsement of its products or services without prior written consent.

## **8. General Provisions**

**8.1 Independent parties.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

**8.2 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**8.3 Assignment.** Exhibitor may not assign this Agreement or its booth rights without Organizer's prior written consent.

**8.4 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**8.5 Entire agreement; amendment.** This Agreement, together with the exhibitor rules and service kit, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties, except Organizer may update the exhibitor rules on reasonable notice.

**8.6 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**8.7 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**ORGANIZER****EXHIBITOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**Title: **[TITLE]**

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

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

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