

# TRADE SHOW BOOTH AGREEMENT

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This Trade Show Booth 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] (the "**Organizer**"); and

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

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

**Recitals.** Organizer is producing the event known as [EVENT NAME] to be held at [VENUE NAME AND ADDRESS] on [EVENT DATES] (the "**Event**"). Exhibitor wishes to rent exhibit space and participate as an exhibitor at the Event. Organizer is willing to grant Exhibitor exhibit space on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Booth Space and Use

**1.1 Assigned space.** Organizer grants Exhibitor a license to use booth space number [BOOTH NUMBER], measuring approximately [DIMENSIONS], in the exhibition area of the Event (the "**Booth**"), as shown on the floor plan in **Exhibit A**.

**1.2 License only.** The Booth is a revocable license to occupy space for the Event and does not create any lease, tenancy, or interest in the venue. Organizer may relocate the Booth to a comparable space if reasonably necessary, on notice to Exhibitor.

**1.3 Permitted use.** Exhibitor may use the Booth solely to display and promote its products and services consistent with the theme of the Event. Exhibitor will confine its displays, personnel, and activities to the Booth and will not obstruct aisles or neighboring booths.

**1.4 Included items.** The Booth fee includes the items listed in **Exhibit A** (for example, pipe and drape, a table, chairs, a sign, and a listing). Additional services, such as electrical, internet, audiovisual, furniture, or labor, are at Exhibitor's expense through the designated suppliers.

## 2. Fees and Payment

**2.1 Booth fee.** Exhibitor will pay Organizer a booth fee of [AMOUNT] (the "**Fee**") for the Booth and included items.

**2.2 Deposit and balance.** Exhibitor will pay a deposit of [AMOUNT] on signing and the balance on or before [DATE]. Space is not reserved until the deposit is received.

**2.3 Additional charges.** Exhibitor is responsible for charges for any additional services it orders and for any damage to the venue or rented equipment caused by Exhibitor.

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

### 3. Cancellation and Refunds

**3.1 Cancellation by Exhibitor.** If Exhibitor cancels in writing on or before **[DATE]**, Organizer will refund the Fee less a cancellation charge of **[AMOUNT or PERCENTAGE]**. Cancellations after that date are non-refundable, and the full Fee remains due, because Organizer reserves the space and plans the floor in reliance on Exhibitor's commitment.

**3.2 No-show.** An Exhibitor that does not occupy the Booth by the move-in deadline forfeits the Booth and the Fee, and Organizer may reassign or use the space.

**3.3 Cancellation by Organizer.** If Organizer cancels the Event for reasons other than force majeure, Organizer will refund the Fee. This refund is Exhibitor's sole remedy for cancellation, and Organizer is not liable for Exhibitor's travel, shipping, or other costs.

### 4. Move-In, Show Hours, and Move-Out

**4.1 Schedule.** Exhibitor will set up the Booth during the move-in window, staff the Booth during all published show hours, and dismantle and remove its property during the move-out window, all as stated in **Exhibit B**.

**4.2 Early teardown.** Exhibitor will not dismantle or remove its display before the close of show hours; early teardown disrupts the Event and may result in loss of priority for future events, as described in the Event rules.

**4.3 Abandoned property.** Property left in the Booth after the move-out deadline may be removed and stored or disposed of at Exhibitor's expense, and Organizer is not responsible for it.

### 5. Exhibitor Rules and Conduct

**5.1 Compliance.** Exhibitor will comply with the Event exhibitor rules and regulations in **Exhibit B**, the rules of the venue, and applicable laws, including fire, safety, health, and accessibility requirements, which vary by jurisdiction and venue.

**5.2 Displays and conduct.** Exhibitor's displays, demonstrations, sound levels, and promotional activities will be professional and will not unreasonably interfere with other exhibitors or attendees. Organizer may require Exhibitor to modify or stop any activity that violates the rules.

**5.3 Subletting prohibited.** Exhibitor will not assign, sublet, or share the Booth with another company without Organizer's prior written consent.

**5.4 Sales and solicitation.** Order-taking, sales, and solicitation are permitted only to the extent allowed by the Event rules and applicable law.

### 6. Insurance, Liability, and Indemnification

**6.1 Exhibitor insurance.** Exhibitor will maintain commercial general liability insurance of at least **[AMOUNT]** per occurrence covering its participation in the Event and, on request, will name Organizer and the venue as additional insureds and provide a certificate of insurance.

**6.2 Exhibitor property.** Exhibitor is responsible for its own property and personnel at the Event. Organizer does not insure or guarantee the security of Exhibitor's property, and Exhibitor assumes the risk of loss or damage to it except to the extent caused by Organizer's negligence or willful misconduct.

**6.3 Indemnification.** Exhibitor will defend and indemnify Organizer and the venue against third-party claims arising from Exhibitor's products, displays, personnel, or conduct at the Event, except to the extent caused by Organizer's negligence or willful misconduct.

**6.4 Limitation of liability.** Except for indemnification obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Organizer's aggregate liability is limited to the Fee paid by Exhibitor.

## 7. Force Majeure and Event Changes

**7.1 Force majeure.** Neither Party is liable for failure to perform caused by events beyond its reasonable control, including acts of nature, government action, venue loss, public-health emergencies, or labor disruption.

**7.2 Effect on the Event.** If a force-majeure event prevents the Event, Organizer may cancel, postpone, or reschedule the Event or move it to a comparable format. In that case, Organizer will, in its reasonable discretion, apply the Fee to a rescheduled or substitute event or refund a pro-rata portion after deducting non-recoverable costs.

## 8. General Provisions

**8.1 Independent parties.** The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship, and Exhibitor may not represent itself as a sponsor or agent of the Event beyond its status as an exhibitor.

**8.2 Use of names.** Organizer may list Exhibitor's name and logo in Event directories and promotional materials. Neither Party may otherwise use the other's marks without consent.

**8.3 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].

**8.4 Assignment.** Exhibitor may not assign this Agreement without Organizer's prior written consent. Organizer may assign in connection with the production or sale of the Event.

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

**8.6 Entire agreement; amendment.** This Agreement, including its Exhibits and the Event rules, 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 that Organizer may update the Event rules with reasonable notice.

**8.7 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.

**8.8 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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