

# CRAFT BEER FAIR

2020  
COBB GALLERIA  
ATLANTA GEORGIA

Craft Beer and Food Trucks 2020 will take place at the Cobb Galleria, Atlanta Georgia December 16-17 2020. This Exhibitor Contract including the terms and conditions attached hereto and incorporated herein by reference (collectively the "Contract") is made by and between VJKR Event (VJKR), 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: \_\_\_\_\_

## Exhibit Logistics Contact

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Marketing Contact

Same As Above

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### EXHIBIT SPACE RATES:

Exhibit Space is priced at \$1200.00 for non-member suppliers. \$1000 for member suppliers. Guild brewer non-supplier members cost is \$500.00 for a 10x10 booth. The booth fee includes booth space, Company identification sign, standard pipe-and-drape, perimeter security, general illumination and two conference registrations.

Exhibit Space Preferences

*Identify the companies that you do not want to be located next to or across from:* \_\_\_\_\_

1st Choice: Booth No.: \_\_\_\_\_ 2nd Choice: Booth No.: \_\_\_\_\_

VJKR shall make reasonable efforts to assign exhibit space as requested, but VJKR shall not be responsible for any liability if Company does not obtain its preferences. Before or after assignment of spaces, VJKR reserves the right to reallocate space in its sole discretion.

### PAYMENT:

Payment Method: Check enclosed (made payable in U.S. funds to Atlanta VJKR events 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 scan all pages of this contract to: [jimwulfe@vjkrevents.com](mailto:jimwulfe@vjkrevents.com)  
Mail payments to: VJKR EVENT, 1720 MARS HILL ROAD SUITE 8-181, ACWORTH, GEORGIA 30101**

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

### VJKR 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 Beer and Food Trucks 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. VJKR, VP International LLC (the VJKR management company), and their respective agents and representatives (collectively "VJKR") reserve the right to make changes to the Event, including dates, times and location. VJKR 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 VJKR, which permission shall be in the reasonable discretion of VJKR. Company shall submit any request for assigning, sharing or subletting exhibit space in writing to VJKR 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, VJKR 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 VJKR.
- Disturbance:** Upon request from VJKR, Company shall remove any exhibit (or element thereof) that, in VJKR'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 VJKR or other third parties; or (b) disparage or depict VJKR or any other Exhibitor/Sponsor in an objectionable manner as determined by VJKR in its sole discretion. VJKR reserves the right to remove any such exhibits (or element thereof) in its sole discretion. In any case, VJKR shall not be liable for any refund or other expenses incurred by Company.
- VJKR 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. VJKR has designated official third-party contractors, vendors and service providers (collectively, "VJKR 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 VJKR 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 VJKR to provide contact information (including, without limitation, contact name, telephone number, fax number and email address) to such VJKR Contractors for purposes of soliciting such products or services. Company may engage contractors and vendors other than VJKR Contractors to provide products and/or services only with the prior written approval of VJKR, which approval shall not be unreasonably withheld. VJKR 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 VJKR 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 VJKR, VJKR Contractors, the Double Tree by Hilton Hotel Portland 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 VJKR 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 15-17 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 VJKR, which consent shall not be unreasonably withheld. Company acknowledges and agrees that events that conflict with previously scheduled VJKR activities shall be one reason VJKR 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 June 1 2020. VJKR 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 VJKR' 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 17, 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 VJKR 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:  
  
A schedule of payments will be sent you with your invoice  
  
Lost Fees are defined as the sum total of fees owed by Company to VJKR under this Contract. VJKR shall refund Company the amount of the fees actually paid less the Cancellation Fee, if any, within 180 days of receipt of the cancellation notice. Notice of Cancellation must be done in writing via e-mail to jimwulfe@vjkrevents.com; Lost Fees are calculated on the date the notice of cancellation is received. VJKR 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 Cobb Galleria Centre, Atlanta, Georgia 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:** VJKR 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. VJKR 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 VJKR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VJKR'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 VJKR 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. 15. **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 VJKR 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 VJKR that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between VJKR and the Company unless specifically accepted by VJKR 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.

**For internal Craft Beer Fair 2020 Use Only:**  
Confirmed Booth: # \_\_\_\_\_  
Authorization: \_\_\_\_\_  
Date: \_\_\_\_\_