



Official USA Pavilion at SCEWC 2018 Booth Application & Contract Form

SMART CITY EXPO WORLD CONGRESS 2018 | NOVEMBER 13-15, 2018 | BARCELONA, SPAIN

Company / Organization Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____

Website _____

Contact For Exhibit Planning _____

Email _____

Project / Product To Be Exhibited _____

4 Steps to Apply

- 1 Complete and sign the Booth Application & Contract Form
- 2 Read Terms & Conditions on the following page and initial
- 3 Send 50% deposit payment by wire transfer to the following account:

| | |
|-----------------------|-------------------------------|
| ACCOUNT NAME | Imex Management, Inc |
| IBAN (ACCOUNT NUMBER) | GB91 PNBP 1656 7188 0027 67 |
| BANK NAME | Wells Fargo Bank, N.A. London |
| SWIFT / BIC CODE | PNBPGB2L |

IMPORTANT To ensure that the wire transfer is accepted and not returned, the wire payment must be submitted only in Euros. Outgoing wire transfer fees to be borne by sender.

- 4 Send signed form and wire confirmation to:
Curtis Stanford
Imex Management, Inc.
CurtisS@ImexManagement.com
Tel: +1 240 625 6422

Participation Option Requested

All booths include the services and amenities specified in the Smart City Expo World Congress 2017 U.S. Pavilion Brochure. Prices are inclusive of all taxes and fees.

| | | |
|--------------------------------|------------------|---------------------|
| Info Counter | A total of _____ | @ €4,995 = € _____ |
| Enterprise Booth | A total of _____ | @ €8,495 = € _____ |
| Deluxe Corner | A total of _____ | @ €10,695 = € _____ |
| Premium Corner | A total of _____ | @ €12,895 = € _____ |
| Central Aisle Preferred | A total of _____ | @ €18,395 = € _____ |
| Co-Exhibitor | A total of _____ | @ €695 = € _____ |

TOTAL = € _____ 50% DEPOSIT DUE NOW

Payment Terms: 50% deposit due with Booth Application & Contract Form; 50% balance due July 27, 2018.

We the undersigned exhibiting company, hereby apply and agree to comply by the Terms & Conditions printed on the reverse side of this application. Enclosed is our proof of payment for € _____, covering the exhibit space as indicated above. The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Exhibitor to bind it to the terms hereof. The undersigned acknowledges that he or she has read and accepts the terms as set forth on both sides of this Booth Application & Contract Form.

Signature _____ Title _____

Print Name _____ Date _____

4525 Park Rd # 103
Charlotte, NC 28209



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Terms & Conditions

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Upon acceptance of your completed Booth Application & Contract Form and booth deposit, the following Terms & Conditions will be in effect and are subject to such additions or changes as may be made by Imex Management, Inc. in the Exhibitor's Manual. Exhibitors will be promptly advised of any changes or additions. Please keep a copy for your records.

1. THE FOLLOWING CONDITIONS as well as rules and regulations laid down by the show organizers, are part of the Participation Agreement made through the signing of the "Booth Application and Contract Form" as though fully incorporated therein, and each participant, hereinafter referred to as Exhibitor, is bound by each and everyone thereof.

2. IMEX MANAGEMENT, INC., hereinafter referred to as Management, under-takes within the framework of the offer submitted to carry out the project described in the USA Pavilion at Smart City Expo World Congress 2018 brochure on the condition that the requisite number of Exhibitors apply.

3. USA PAVILION PARTICIPATION is open only to U.S. companies, their foreign subsidiaries, agents, representatives and licensees.

4. SPACE ASSIGNMENTS: Exhibit space assignments within the pavilion are made on a first-come, first-served basis. No assignment will be official until a completed application and the proper deposit has been received and accepted by Management. The location and layout of the USA Pavilion are subject to change at the sole discretion of the show organizers. The floor plan of the pavilion may also change to fit the total space demand.

5. EXHIBITOR AGREES to provide their own property and liability insurance, keep a fully equipped, manned booth in the USA Pavilion at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management.

6. LIABILITY: The Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb, threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

7. PAYMENT SCHEDULE: The payment schedule is as follows: 50% deposit with submission of Booth Application and Contract Form, 50% balance due by date specified overleaf on Booth Application and Contract Form. Management has the right to replace any exhibitor who has not paid its space in full 90 days before the show. The cancellation policy listed below will apply in that case.

8. CANCELLATIONS: In the event of Management agreeing to any request for release from the contract, Exhibitor will be liable for all or part of the exhibit space cost stated overleaf in the Booth Application and Contract Form on the following scale:

- Cancellation 271 days or more before the show: 25% of cost
- Cancellation between 270 and 121 days before the show: 50% of cost
- Cancellation 120 days or less before the show: full cost

This scale will apply only from the date Management receives written notice by letter, email or fax. These cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situation, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.

9. FORCE MAJEURE: In the event of fire, war, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the USA Pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is here with expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any grounds or for any reasons whatsoever.

INITIALS _____