

The exhibiting organization, hereinafter referred to as 'Exhibitor', by signing the Brand USA Pavilion® Application, and Bieneck International, Inc. d/b/a 'B-FOR International', hereinafter referred to as 'B-FOR', hereby agree to and are bound by these Terms and Conditions.

#### I B-FOR Agrees:

**A.** To carry out the work offered as part of the Brand USA Pavilion® participation at the intended event, hereinafter referred to as the 'Event', on the condition that the requisite number of Exhibitors applies, as determined by B-FOR.

**B.** To provide to Exhibitor exhibit space in the Brand USA Pavilion® at Event, including overall décor framework and services as specified, as well as design, fabrication, installation, and dismantling of Exhibitor booth as contracted.

#### II Exhibitor Agrees:

**A.** To submit a completed Application for participation, duly signed, together with a 50% deposit to B-FOR, who will decide on approval of Application.

**B.** To make payments to B-FOR for participation fees and services as ordered and/or contracted. The balance of all fees is due sixty (60) days prior to Event, and failure to comply may result in loss of exhibit space or non-delivery of ordered services.

**C.** To pay for all reasonable collection costs. If B-FOR is required to retain collection agency or attorney services to collect any overdue payment, including, but not limited to, collection and attorneys' fees, interest, and other expenses.

**D.** To carry its own property and liability insurance.

**E.** To take responsibility for all costs for shipping and handling of all own material and exhibits, and the removal of said material from the site after the close of Event. B-FOR has the right to have any material brought and left by Exhibitor removed after the close of Event at Exhibitor's expense.

#### III Other Conditions:

**A.** Brand USA Pavilion® participation is open to companies and organizations promoting travel and tourism to and in the 50 U.S. states, the District of Columbia and 5 U.S. territories, and Exhibitor may not display or distribute any promotion or information of travel and tourism outside the 50 U.S. states, the District of Columbia, and 5 U.S. territories.

**B.** Applications are processed in the order deposits are received and confirmation of participation is made by B-FOR, who has the sole authority to assign and reassign space. A confirmed Application does not guarantee any requested size, location, or configuration.

**C.** Credit card payments are not accepted for participation fees and bank wire fees are to be borne by remitter.

**D.** When placing orders for additional equipment and services with B-FOR, Exhibitor is required to have a valid credit card on file with B-FOR.

**E.** When fees and invoices are to be converted to any currency other than the quoted/invoiced amount, the currency exchange rate is determined by B-FOR based on B-FOR's actual exchange costs.

**F.** In cases where Exhibitor wants invoice to be issued to a Third Party, B-FOR must be notified no later than sixty (60) days prior to Event.

**G.** Exhibitor may make contracted booth space available for registered Co-Exhibitors, but may not sublease contracted booth space without written consent from B-FOR.

**H.** In cases where Exhibitor has Co-Exhibitors, Main Exhibitor is responsible for all payments.

**I.** All payments submitted are fully refundable in the event Exhibitor is not approved by Brand USA, B-FOR or Event Organizer, no more exhibit space is available, or there is no Brand USA Pavilion® at Event.

**J.** If, for any reason, Exhibitor cancels participation, and a written notice is received by B-FOR prior to May 14, 2023, a cancellation fee of \$750 will be incurred. If the written notice is received between May 15, 2023 and June 25, 2023, 50% of the total participation fees will be owed. After June 25, 2023 no refunds will be issued and Exhibitor is bound to pay 100% of all fees paid and due. Any reduction in exhibit space or participation category after an Application has been submitted will be treated as a cancellation.

**K.** Exhibitor releases Brand USA, B-FOR, Event Organizer and their employees and subcontractors from liability for any illness, injury, loss of life, damage to person or property by reason of participation in the Brand USA Pavilion®, or by reason of acts by Exhibitor, its Co-Exhibitors, agents, partners, employees, contractors, or clients, or by any force majeure events, including, but not limited to, Act of God, war or threat of war, terrorist act, civil unrest, fire, strike, blockade, embargo, or government action, over which B-FOR has no or limited control.

**L.** Although B-FOR will make every effort to facilitate a successful exhibition, it does not guarantee the success of any participant in the Brand USA Pavilion®. The only contractual obligations B-FOR assumes are those expressly made herein, in the Pavilion invitation, and/or mutually agreed to in writing.

**M.** These Terms and Conditions amend or supersede all other conditions, rules and regulations laid down by Event Organizer and other Event authorities.

**N.** By signing the Application, Exhibitor authorizes B-FOR to mail, fax, and/or email to Exhibitor materials related to Event and other issues deemed of interest to Exhibitor.

#### IV Exhibit Standards and Rules:

**A.** The Brand USA brand, developed and owned by Brand USA, unifies the global marketing of the United States as the world's premier travel destination. Brand USA Pavilions® establish quality standards and

guarantee continuity and consistency for the U.S. presence at international events.

**B.** Brand USA's ability to reinvest in trade shows is determined by the Pavilion Exhibitors, who are strongly encouraged to prominently include the Brand USA logo in exhibits, collateral, premium items, press kits, websites, social media, etc. in accordance with Brand USA's Guidelines.

**C.** Exhibitor agrees to adhere to certain guidelines to ensure the high quality that Brand USA and the U.S. travel and tourism industry aim to convey, and to properly design, build, and decorate individual exhibits accordingly.

**D.** The Brand USA Pavilion® has a "Good Neighbor Policy" to ensure that all Exhibitors have an environment conducive to having a successful exhibition, necessitating that Exhibitor's activities, including sound and video, performance, distribution of literature, samples, etc., must be kept within the confines of the Exhibitor's booth space. Any activity outside the Exhibitor's booth space, and any noise or disturbance must be discontinued in the event a valid complaint is filed with B-FOR.

**E.** No signs, exhibits, or decorative material may protrude into aisles or extend into neighboring booths. All aisles, passageways, or exits must be left unobstructed.

**F.** Displays, graphics, or decorative material may appear only on the inside of Exhibitor's booth and the outside must be finished and devoid of construction items, décor, graphics, etc. of any kind. If neglected, B-FOR may have the outside of the booth finished at Exhibitor's expense.

**G.** Exhibitor with display material, exhibits, or décor exceeding a height of 250 cm/8 feet must submit floor plan and renderings, to B-FOR for approval at least 45 days before opening of Event. If Exhibitor fails to comply, B-FOR may require or make necessary on-site modifications to Exhibitor's booth at Exhibitor's expense.

**H.** No signs, displays, or decorative items may be placed on the Brand USA Pavilion® Turnkey Booth wall dividers, header fascia, counters, or overhead structure signs, except for graphics, items, or material provided by B-FOR.

**I.** Any display deemed unprofessional in appearance or offensive, at the sole discretion of B-FOR, will not be permitted.

**J.** Exhibitor is responsible for obtaining necessary licenses and permits to use music, photography, video, or other copyrighted material.

**K.** Exhibitor is responsible for any damage to facility, rented booths or material caused by Exhibitor, its Co-Exhibitors, agents, partners, employees, contracted labor, or clients.

**L.** All booth construction and preparations must be completed by 6:00 PM the night before opening day of Event, or B-FOR may make provisions to complete construction and/or preparation at Exhibitor's expense.

**M.** Exhibitor may not dismantle, remove or pack exhibits or displays prior to official closing of Event, and must keep a fully furnished and staffed booth during all opening hours throughout the Event. If Exhibitor fails to comply, B-FOR may

make provisions to furnish and staff Exhibitor's booth at Exhibitor's expense.

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