Sponsorship Agreement

IBS NEW YORK • APRIL 14-16, 2013 • NEW YORK CITY • **www.IBSnewyork.com**

IBSnewyork
INTERNATIONAL BEAUTY SHOW

1 EXHIBITOR INFORMATION

PLEASE PRINT

COMPANY NAME: _____

CONTACT NAME: _____

TITLE: _____

ADDRESS: _____

CITY: _____ PROVINCE / STATE: _____ ZIP: _____ COUNTRY: _____

PHONE: (_____) _____ FAX: (_____) _____

EMAIL: _____ WEBSITE: _____

FOR OFFICE USE ONLY

Total Due:

$ _____

Payment Received:

_____

Date Received:

_____

Booth Number:

NSF SLS

2 CHECK THE SPONSORSHIP OPPORTUNITY

BANNER & SIGNAGE

- ☐ Indoor Banner(s): Call for Rates Location _____
- ☐ Outdoor Banner(s): Call for Rates Location _____
- ☐ Kiosk & Freestanding Signage: Call for Rates
- ☐ Stair Graphics: $15,000
- ☐ Floor Graphics: $1,500
- ☐ Door graphics: $2,500 (for 10 graphics)
- ☐ Table Graphics: $1,500+

TELEVISION & BROADCASTING

- ☐ Javits TV Network (30 Sec Spot): $375 -$1,000
- ☐ Marquee and Telespot: Call for Rates

REGISTRATION

- ☐ Pre Reg Badge Mail Insert: $4,000
- ☐ Registration Area: $15,000
- ☐ Lanyards: $10,000
- ☐ Wristband Sponsorship: $10,000

OTHER

- ☐ Terrace Meeting VIP Room: $7,500
- ☐ Showcases (Product display): $500 - $1,000
- ☐ Press Room: $15,000
- ☐ Shuttle Bus (Full wrap): Call for Rates
- ☐ Postcard Distribution: Call for Rates
- ☐ Kiosks: Call for Rates
- ☐ Prep Room: $1,250 - 2,500
- ☐ Mobile Charging Station: $8,000
- ☐ Internet Lounge: $10,000

Sponsorship Description & Cost: _____

_____

_____

All sponsorship prices do not include production or labor costs. All rates/packages/terms are subject to change. Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show.

Total Due: $ _____ USD

Initial Here

Please complete and mail copy with payment:

PAYABLE TO:
Questex Media Group, LLC / IBS NY

Questex Media Group, LLC
IBS New York
757 Third Avenue, 5th Floor
New York, NY 10017

WIRE TRANSFERS:
For information on how to Wire Transfer payment, please contact Mary Barry at 617.219.8347.

QUESTIONS?
Please contact:
Tel: **212.895.8234**
Fax: **212.895.8209**
Web: **www.IBSnewyork.com**

RETAIN A COPY FOR YOUR RECORDS

3 PAYMENT

By signing the following credit card payment authorization, you agree to allow Questex Media Group LLC, to charge your credit card for unpaid balances per the payment and schedule terms of the contract.

CHECK #_____ Make Check payable to Questex Media Group LLC / IBS New York

CREDIT CARD (CHECK ONE): ○ AMERICAN EXPRESS ○ MASTERCARD ○ VISA

CARD NO: _____ EXP. DATE: _____ SEC. CODE:* _____

CARDHOLDER NAME: _____ SIGNATURE: _____

IF DIFFERENT FROM ABOVE NAME/ADDRESS:
CARDHOLDER BILLING ADDRESS: _____

CITY: _____ PROVINCE / STATE: _____ ZIP: _____ COUNTRY: _____

PHONE: (_____) _____ FAX: (_____) _____

❑ I agree to be charged 100% of the contracted sponsorship agreement upon return of this document. ____ **INITIALS**
❑ I agree to be charged 50% of the contracted sponsorship agreement upon return of this document and the remaining 50% on June 13, 2012. ____ **INITIALS**
❑ I agree to be charged 10% of the contracted sponsorship agreement upon return of this document, an additional 40% on June 13, 2012 and the remaining 50% on December 15, 2012. ____ **INITIALS**

The fees set forth above reflect a 3% discount for payments made via cash, checks or bank wire transfers. Payments made using credit cards are not entitled to the cash, check and bank wire transfer discount and the applicable fees will be recalculated accordingly. If your balance of payment is not received by other means within 90-days of the event, this card will be billed automatically to settle your account. Contact your representative to make arrangements for credit card payments. * This number is 3 digits for MC/Visa and is located on the signature panel on the back of your card immediately following the card account number. For American Express this number is 4 digits and is printed on your card above the embossed account number. This number is recorded as an additional security precaution.

4 SIGN HERE

AUTHORIZED SIGNATURE _____ ACCEPTED BY: (SHOW MANAGEMENT) _____

ACCEPTANCE – Sponsor has read the Terms & Conditions on the reverse side of this Agreement. Sponsor understands that this Agreement shall be legally binding between Questex Media Group LLC. ("Questex") and the Sponsor. Sponsor also understands that any changes in the information in this Agreement must be provided to Questex in writing. This Agreement may be executed in counterparts with all such counterparts constituting one Agreement. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Please complete and mail to: Questex Media - IBS New York • 757 Third Avenue, 5th Floor, New York, NY 10017 • Tel. 212.895.8234 • Fax 212.895.8209

IBS NEW YORK 2013 – BASIC TERMS & CONDITIONS

1. DEFINITIONS
"Sponsor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions or conferences identified on the front hereof; (c) "Show Management" means Questex Expositions, Questex Media Group LLC, its cosponsors and their respective agents, employees and affiliates; (d) "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted.

2. AGREEMENT
This application, when properly executed by Sponsor and upon written acceptance by Show Management, shall constitute a valid and binding Agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Promotional Opportunities Package, International Beauty Show New York Exhibitor Contract, International Esthetics, Cosmetics & Spa Conference Exhibitor Contract and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Sponsor agrees to be bound thereby.

3. COMPLIANCE
Sponsor agrees to comply with all rules, regulations and policies of the Hall and of Show Management and as may be adopted by Show Management.

4. PAYMENT TERMS
Fifty percent (50%) of the total sponsorship fee is due with Agreement. The remaining balance is due and payable upon thirty (30) days of receipt of Agreement, or at least one week prior to the start of the Show, whichever occurs first. Agreements submitted less than thirty (30) days prior to the date of the Show must be submitted with full payment. Fees must be paid in full prior to the set-up of any Sponsorship Opportunity at the Show. In the event Sponsor fails to make any payments as contemplated herein, Sponsor shall be deemed in default, and Show Management shall have the right to retain Sponsor's deposit and all monies paid as Sponsor's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. Sponsor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. In the event of default by Sponsor, Show Management shall have the right, but not the obligation, to license the subject Sponsorship to another Sponsor prior to the Show without in any way releasing said Sponsor from any liability hereunder. In the event Show Management is able to resell the Sponsorship Opportunity, Show Management in its discretion may reimburse Sponsor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

5. CANCELLATION
In the event Sponsor seeks to cancel this Agreement for Sponsorship, Sponsor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations by Sponsor must be in writing, by certified mail, return receipt requested. The date of cancellation shall be the postmark date on the notice. If Sponsor cancels, Sponsor agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Sponsor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. If such notice is received by Show Management at least one week prior to the published Materials Due deadline, and before the date payment is due, then one half (50%) of the total fee shall be due to Show Management. If such cancellation notice is received by Show Management less than one week prior to the published Materials Due deadline, or after the date payment is due, then the total fee (100%) shall be due to Show Management. In addition, any cancellation or failure by Sponsor hereunder may, in Show Management's sole discretion, result in partial or complete forfeiture of Sponsor's rights under Sponsor's Show Exhibitor Agreement.

6. USE OF TRADEMARKS
Subject to the terms and conditions hereof, Sponsor hereby represents and warrants that it has the power and authority to grant, and does hereby grant to Show Management a nonexclusive, non-transferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Sponsor (the "Sponsor Marks") solely in connection with the promotion, marketing and distribution of the parties in accordance with the terms hereof, provided, however, that Show Management shall, other than as specifically provided for in this Agreement, not make any specific use of any Sponsor Mark without first submitting a sample of such use to Sponsor and obtaining its prior consent, which consent shall not be unreasonably withheld. The foregoing license shall terminate upon the effective date of expiration of this Agreement.

7. ENTIRE AGREEMENT
The terms of this agreement may not be modified, except by written Agreement, signed by both parties.

8. INDEMNIFICATION
Sponsor shall indemnify and hold harmless Show Management, the Hall, Hall Management, and their respective directors, officers, employees, agents, and independent contractors, from and against any and all claims, causes of action, damages or costs (including reasonable attorneys' fees) to the extent resulting from the actual or alleged negligence, misconduct or breach of warranty or covenant by Sponsor, or its employees, independent contractors, additional sponsors or agents. The foregoing indemnification obligations will survive any termination of this Agreement.

9. INSURANCE
Sponsor agrees to maintain adequate insurance to fully protect Show Management, the Hall, Hall Management, and their respective affiliates, officers, directors, employees, agents and representatives, from any and all claims, which may arise in connection with 1) Sponsor's breach of any material term of this Agreement or any statutory, regulatory or common law obligation; 2) liabilities or obligations, or any third party claims (including, without limitation, personal injury, death or property damage, including with respect to products and completed operations; and 3) any public relations, promotional or other material furnished by or on behalf of Sponsor unless such material was modified by Show Management and such modification is direct cause of such claim. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name IBS, Show Management, the Hall and Hall Management as additional insureds and be provided to Show Management at least 30 days before the Show's opening date.

10. SPONSORSHIP APPROVAL
All Sponsorship Opportunities are subject to approval by Show Management. Show Management reserves the right to restrict promotion which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any promotion which, in its opinion, may detract from the general character of the Show. This reservation includes persons, things, conduct, printed matter and anything of character which Show Management determines is objectionable. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other promotion expenses. No animals may be offered or displayed as a part of the promotion.

11. FORCE MAJEURE
Show Management is not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of Show Management affecting the production or delivery in any manner.

12. DAMAGES
Under no circumstances will Show Management be liable for loss of profits or other incidental or consequential damages for any of its acts or omissions whatsoever whether or not appraised with the possibility of likelihood of such lost profits or damages.

13. RELATIONSHIP OF PARTY
The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.

14. TAXES
Sponsor shall be solely responsible for the payment of any and all taxes and duties imposed on Sponsor in connection with any and all Shows.

15. PARTICIPATION
Participation in any Sponsorship Opportunity is contingent on Sponsor exhibiting at the International Beauty Show New York or International Esthetics, Cosmetics & Spa Conference.

16. CHOICE OF COMPANY LOGO
Choice of company logo or name (in fulfilling the Sponsorship Features) is at the complete discretion of Show Management.

17. SPONSORSHIP MATERIALS APPROVAL
In order to protect the integrity of the show's look and feel; Show Management retains complete control over the design of all materials produced to fulfill the Sponsorship Features. All sponsorships remain the property of Show Management and will include the Show name / logo and Show dates at the complete discretion of Show Management.

18. SEVERABILITY
If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heir and successors of the Sponsor.

19. ENTIRE AGREEMENT
This Agreement constitutes the entire Agreement between Sponsor and Show Management concerning Sponsorship Opportunities, and is expressly conditioned upon Sponsor's full performance of its Exhibit Space License Agreement, including, but not limited to actual participation.

20. ASSIGNMENT
This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. Show Management may assign this Agreement without the prior written consent of Sponsor.

21. COSTS, EXPENSES AND ATTORNEYS' FEES
If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

22. GOVERNING LAW
This Agreement shall be governed and construed in accordance with the laws of the State of New York.

23. EXHIBITOR AGREEMENT
All rules and regulations of all applicable exhibitor agreements and related materials are hereby incorporated into this Agreement.

24. ERRORS AND OMISSIONS
Sponsor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory, sponsorship materials, or related materials.

25. PERMISSIONS
Exhibitor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Show Management to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of Show Management and directed to the telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of Show Management, its affiliates, lines of business and divisions.

26. NOTICES
Any notice required under this Agreement will be in writing and sent to the appropriate address listed on the first page, or to such other address as may be provided by either party from time to time, and, in the case of Show Management, with a copy to Questex Media Group LLC, 275 Grove Street - Ste. 2-130, Newton, MA 02466. Notices will be sent by certified mail, registered mail or reputable overnight courier, return receipt requested, and will be effective when received.

INITIALS _____