## **San Juan County**

117 So Main Street Monticello, UT 84535 Ph: 435-587-3225



**Purchase From** 

**Deliver To** 

**Purchase Order** 

Unicomm LLC

☐ State Contracted

Unicomm LLC

P. O. No#

11192024-1

PO Box 5010

Contract #

PO Box 5010

Date

11/19/2024

Milford, CT 06460

Milford, CT 06460

Your Ref#

203-878-2577

Our Ref#

203-878-2577 Attention To:

Tania Grudovik

Attention To:

Tania Grudovik Credit Terms

| Product ID                      | Description                            | Quantity | Unit Price    | Amount     |
|---------------------------------|--|----------|---------------|------------|
|                                 | Phoenix Travel Show Booth Registration | 1        | \$4,495.00    | \$4,495.00 |
|                                 |  | 1        |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          | 1             | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$0.00     |
|                                 |  |          |               | \$4,495.00 |
| Approved:                       |  |          | Tax           | Exempt     |
|                                 | 0                                      |          | Freight       |            |
| Department Head: (Ulsulfa)      |  |          | Invoice Total | \$4,495.00 |
|                                 | M M M                                  |          |               |            |
| County Admin: //ack (W) analt . |  |          | Amount Paid   |            |
|                                 |  |          | Balance Due   | \$4,495.00 |

Terms and Conditions:



## **2025 OFFICIAL EXHIBITOR CONTRACT**

| STEP 1: EXHIBITOR CONTACT IN   | NFORMATION  |   |  |                           | noeus <u>visoeus</u> |  |  |
|--|---|---|--|---------------------------|----------------------|--|--|
| Utah's Canyon Country - San Juan County  |   |   | Allison Yamamoto-Sparks                                      |                           |                      |  |  |
| Company Name – (For Billing)   |   |   | Company Contact/Title - (For Contract/Billing Purposes Only) |                           |                      |  |  |
| Utah's Canyon Country  |   |   |  |                           |                      |  |  |
| Exhibiting As: (Name as it Should Appear in Should Appear | w Guide, ID Sign, ETC if Dif                                | ferent than Compa                                   | ny Name Above)   | •                         |                      | 5 <del>7 - 51 - 70 - 51 - 70 - 70 - 70 - 70 - 70 - 70 - 70 - 7</del> |  |
| 117 S Main Street  |   | US  |  |                           |                      |  |  |
| Address  |   | Country   |  |                           |                      |  |  |
| Monticello, UT   |   | 84535   |  |                           |                      |  |  |
| City/State<br>435.587.3235   |   | Zip ayamamoto@sanjuancounty.com                     |  |                           |                      |  |  |
| Phone  |   | — ayamamo<br>— Email                                | sanjuancounty.c  | com                       | ·                    | *****  |  |
| utahscanyoncountry.com   |   | Email   |  |                           |                      |  |  |
| Website  |   |   |  |                           |                      |  |  |
|  |   |   |  |                           |                      |  |  |
|  |   | -   |  |                           |                      |  |  |
| STEP 2: EXHIBIT SPACE SELECT   | ION   |   |  |                           |                      |  |  |
| RATE: \$4,495 per 10x10, \$44.95 sq/f<br>Foot Skirted Table, Two Chairs, Wastebasket, Boo  | t • Exhibit Space: All boo<br>th I.D. Sign, 5 Exhibitor Bac | ths are 10' deep x 10'<br>dges. <b>DOES NOT inc</b> | wide. Rental fee per 10<br>lude electric, drayage.           | )' x 10' includes<br>etc. | the follow           | ing: Carpet, Six   |  |
|  |   |   |  |                           |                      | Assigned By<br>Show MGMT.  |  |
| ATLANTA 2025   January 11-12   | # of 10x10's [  | ] x [   | ] = \$   | USD                       | BOOTH                |  |  |
| <b>NEW YORK 2025</b>   January 25-26   | # of 10x10's [  | ] x [   | ] = \$   | USD                       | воотн                |  |  |
| CHICAGO 2025   February 1-2  | # of 10x10's [  | ] x [   | ] = \$   | USD                       | воотн                |  |  |
| PHOENIX 2025   February 15-16  | # of 10x10's  | ] x [4,495  |  | USD                       | воотн                | 716  |  |
| LOS ANGELES 2025   February 22-23  | # of 10x10's  | ] x [   | ] = \$   | USD                       | воотн                |  |  |
| <b>DENVER 2025</b>   March 8-9   | # of 10x10's  | ] x [   | ] = \$   | USD                       | воотн                |  |  |
| BAY AREA 2025   March 15-16  | # of 10x10's [  | ] x [   | ] = \$   | USD                       | BOOTH                |  |  |
| DALLAS 2025   March 22-23  | # of 10x10's  | ] x [   | ] = \$   | USD                       | воотн                |  |  |
| WASHINGTON D.C. 2025   March 29-30   | # of 10x10's [  | ] x [   | ] = \$   | USD                       | воотн                |  |  |
| Standard Corner Charge: \$495/per show. Manda  | tory [ 1 1# of Shows  | v[\$/95]-\$ N/C                                     |  |                           |                      |  |  |
| Preferred Area/Booth Placement: [i.e. Caribbear  |   |   |  |                           |                      |  |  |
| Location: Please name your top three competitor  |   |   |  |                           |                      |  |  |
|  |   |   |  |                           |                      |  |  |
| TOTAL EXHIBIT SPACE COSTS: 4,49  | 95  | Ask About Our Mu                                    | lti-Show Discounts Inc                                       | ontivas                   |                      |  |  |

Ask About Our Multi-Show, Discounts Incentives

## TERMS AND CONDITIONS

- 1. Management and Exhibitor. The term "Management" as used herein shall define the personnel, its agents and event partners, including but not limited to Unicomm, LLC acting on behalf of, or in concert with Management to produce this event. The term "Exhibitor" shall define the company and its personnel and agents electing to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.
- 2. Exhibiting Companies and Products. Management reserves the right in its sole discretion to determine eligibility and suitability for a product or company in its exposition, and may remove or relocate Exhibitors in its sole discretion on the basis of meeting or not meeting its eligibility conformity and/or suitability standards. Management reserves the right in its sole discretion to change the location of assigned space for an Exhibitor. Exhibitor shall not assign or sublet its assigned space and any attempt to do so shall constitute a violation of this Agreement and shall be void and of no force and effect. Exhibitor may display or advertise only goods and services normally manufactured or offered in the ordinary course of its business.
- 3. Exhibit Space Rules and Contractor Services. Management shall have the right to establish rules for the show and the use of exhibit space covered by this Agreement, including but not limited to the rules in the Exhibitor Service Manual. Management shall have full discretion and authority as to the placement of all decorations, signage and display items. Management may require the replacement or redecorating of an item, display or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor be unfinished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow exposition deadlines for installation in terms of occupying the agreed upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid, unless a pre-arranged, mutually agreed upon schedule by Exhibitor and Management is in place. No Exhibitor shall have the right to dismantle, unpack or vacate a booth prior to the end of the official show hours without the express written permission of Management in place. Management reserves the right to amend and enforce exposition regulations as it reasonably deems proper to assure the success of the event. Management has selected several "Authorized Contractors" and the use of their services by Exhibitors is highly encouraged.
- 4. Attendance. Management shall have sole control over Attendance policies at all times. All Exhibitors agree to staff their booth(s) during exposition hours. Failure to do so may jeopardize any Exhibitors acceptance in future show.
- 5. Enjoyment of Reasonable Business Environment. Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which it reasonably deems objectionable. Any behavior or equipment which Management reasonably finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Neon lights, gas, signs, helium balloons, taping items on the facility walls or columns are expressly prohibited. Exhibitors are encouraged to seek approval in advance of the show from Management for questionable items so as to eliminate additional removal costs on the behalf of the Exhibitor at the show. If the Exhibitor fails to comply with respect to show rules and this Agreement, Management may retake possession of Exhibitor's assigned space after Management notifies Exhibitor and allows a reasonable time to correct, notwithstanding Exhibitor's continued responsibility for all
- 6. Fees and Deposits. Exhibitor is responsible for timely payment of fees as noted on the front side of this agreement. All payments and deposits are non-refundable. Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so, and after Exhibitor's failure to cure such payment default following its receipt of five (5) days' prior written notice of its default. In the event of default by the Exhibitor beyond the five (5) day cure period mentioned above, Exhibitor shall be liable for the payments due, and shall be liable for all costs and expenses incurred by Management in the collection of such unpaid fees including, without limitation, reasonable attorney's fees and court costs.
- 7. Security. Management provides perimeter guard services during show hours as noted in the Exhibitor Service Manual. Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual Exhibitor. Exhibitors shall retain adequate coverage for theft, damage or any loss. Exhibitors are encouraged to have guards and insurance at their own expense.
- 8. Exposition Hours and Exhibitor Activities. Management shall have the authority to set event hours, which may reasonably change upon notice to the Exhibitors. Exhibitors agree not to schedule or conduct any activities which conflict with exposition hours, including but not limited to: seminars, luncheons, receptions and hospitality suites. Exhibitor furniture, equipment and distribution of Exhibitor literature and materials shall be limited to the confines of the Exhibitor booth space. Exhibitors are required to wear officially issued name badges provided by show management.
- 9. Music Licensing. Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Exhibitor. Exhibitor may be prohibited from certain activities without proof of required licenses.
- 10. Liability and Insurance. THE EXHIBITOR VOLUNTARILY ASSUMES ANY AND ALL RISKS AND HAZARDS, INCLUDING WITHOUT LIMITATION, PUBLIC HEALTH RISKS, PERSONAL INJURY, ILLNESS, OR OTHERWISE, AND HEREBY RELEASE, INDEMNIFIES AND HOLD HARMLESS UNICOMM TRAVEL & ADVENTURE SHOW MANAGEMENT, ITS CONTRACTED VENDORS AND VENUE OWNERS AND OPERATORS FROM AND AGNINTS ANY AND ALL LOSSES, DAMAGES AND EXPENSES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COURT COSTS, WHETHER RELATED TO CONTRACTING OR SPREADING THE COVID-19 VIRUS OR ANY COMMUNICABLE DISEASE OR OTHERWISE, ARISING FROM PARTICIPATING AT THE TRAVEL & ADVENTURE SHOW. Further, except to the extent of their (or either of their) negligent or wrongful conduct, Management and/or the Exposition Facility, their agents and employees, shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, his employees or representatives. Furthermore, except to the extent of their for either of their) negligent or wrongful conduct, Management and/or the Exposition Facility, their agents and employees shall not be responsible for any damage. Illness or injury to Exhibitor presence, agents or attendees. Exhibitor shall indemnify and hold harmless Management and the Exposition Facility from all liability which might ensue from any cause whatsoever, excepting only their/or any of their negligent or wrongful conduct, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Management, its co-sponsors, contractors and Exposition Facility from any and all claims which may arise in connection with the installation, operation and dismantling of the Exhibitor's display. This includes claims under Workers Compensation Act. Exhibitor will be required to pay for any damage caused by its employees or agents. Exhibitor must carry insurance and might promorm, LC and the Exposition Facility from any one occurrence. A copy of the Certificate must be on file with Management not less than thirty (30) days prior to installation.
- 11. Compliance. Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the Americans with

- Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have been met, including issues related to facility services. Exhibitor is solely responsible to obtain all necessary permits and tax forms, including submitting any taxes or fees required by local, state or federal authorities.
- 12. Postponement of Exposition. If for any reason Management determines that the location or dates of an Exposition should be changed, no refund will be due to Exhibitor, and Management will assign to Exhibitor, in lieu of the original space, such other space as Management deems appropriate, and Exhibitor agrees to use such space under the terms of this Agreement. Management shall not be financially liable or otherwise obligated in the event that the Exposition is relocated or postponed.
- 13. Cancellation or Termination of the Exposition. In the event that the Exposition is unable to operate, in the sole determination of Management, whether due to Acts of God, terrorism, war, Illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the Exposition. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the exposition.
- 14. Exhibitor Cancellation or Nonpayment. Exhibitor Cancellation or Nonpayment, Exhibitor agrees that a reservation is made at the time of execution of this agreement, whether or not accompanied by pending deposit, and it shall be regarded as valid and binding. Should Exhibitor decide to cancel after executing this Agreement, Exhibitor acknowledges that it is difficult to assess the full lost opportunity of Management to have provided space to others and the attendant expenses in doing so. As such, if a cancellation notice is received by Management the Exhibitor is liable for 100% of payment and no refunds of any payments, fees or deposits will be made. Should Exhibitor fail to make timely payments as noted in this Agreement, Management reserves the right to reassign the space to another Exhibitor.
- 15. Show Transfers. The Exhibitors may request in writing to transfer to another Travel & Adventure Show in the same year as the contract period for the same booth size and price. If such a written request is received by Management 90 days or more prior to the event, Exhibitor may transfer any payments made or due to any other Travel & Adventure Show in the same year as the contract period for the same booth size and price. If written transfer notice is received by Management between 90–30 days of the Show date Exhibitor may transfer 50% of any payments made or due to any other Travel & Adventure Show in the same year as the contract period for the same booth size and price. Any transfer requests received by Management within 30 days of the show date will be considered an Exhibitor Cancellation and Exhibitor is liable for 100% of the contracted amount and any payments will be forfeited.
- 16. Prohibited Conduct. The following practices are not permitted: 1) Use of disruptive audio equipment; 2) Use of noisy electrical or mechanical equipment; 3) Wearing of unofficial badges or company name plates, except in addition to official Event badge; 4) Entry into another Exhibitor's booth without permission of that Exhibitor; 5) Protographing or examining another Exhibitor's booth without permission from that Exhibitor; 6) Demonstrations or activities which create a fire, safety or health hazard; 7) Any action, practice or activity which violates any of the Management's Exhibitor/Sponsor display rules and regulations. Any display or conduct by Exhibitor that unnecessarily obstructs neighboring booths or interferes with free passage in the alsles will not be permitted. Management reserves the right to force re-arrangement or removal of any exhibit which, in Management's opinion and sole but reasonable discretion, does not comply with this requirement or to remove any personnel or exhibit for conduct which violates this requirement. Unothical conduct or infraction of rules by the Exhibitor will subject the Exhibitor to removal from the Center. The enforcement of these practices and the Terms and Conditions, including without limitation the removal of Exhibitor and Exhibitor's exhibit from the Center and the Event, is within Management's sole but reasonable discretion, This determination shall be at the sole but reasonable discretion of Management. Exhibitor understands and agrees that no refund is due or shall be made and further that no demand for redress will be made by the Exhibitor under any circumstance. The above list of prohibited conduct is provided to highlight certain prohibited activities, and is neither inclusive nor intended to limit the scope or extent of prohibited activities.
- 17. Safety, Fire, Health and Facility. The Exhibitor assumes all responsibility for compliance with local, city and state safety, fire and health ordinances covering installation and operation of equipment, preparing, cooking and serving of food and beverage products. Exhibitor shall not use or permit flammable materials such as bunting, tissue paper, crape paper, or other flammable litems for decorations. All other materials used for decorative purposes must be flame-proofed and approved by the Authority's Fire Department. In addition, Exhibitor shall not, without the prior written consent of Management, put up or operate any engine or motor or use oils, burning fluids, camphene, kerosene, naphtha, gasoline, or any other flammable chemical, for mechanical or any other purposes, or any agent other than electricity for illuminating any part of the Center. Subject to the foregoing, Exhibitor shall tele or any agent other than electricity for illuminating any part of the Center. Subject to the foregoing, Exhibitor shall tele that would be normally expected in conducting the activities. Such Hazardous Materials shall only be used in a safe and prudent manner, in full compliance with applicable local, city and state laws, rules, and ordinances, and Exhibitor shall take all necessary precautions to prevent releases of Hazardous Materials. Under no circumstances shall Exhibitor store, dispose, or permit storage or disposal of any Hazardous Materials at the Center. The Exhibitor assumes all responsibility for any facility and or contractor property damages that occur as a result of the Exhibitor. Exhibitor sand take in the Exhibitor's booth, or by any employee or third-party vendor employed by the Exhibitor. Exhibitor shall tell lable for the payments resulting from such damages and shall be liable for all costs and expenses incurred by Management or it's designees in the collection of such unpaid fees including, without limitation, reasonable attorney's fees and court costs.
- 18. Miscellaneous. Management makes no representations or warranties as to the condition of the Exposition Facility, Contractors or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement shall be governed as a whole in accordance with the laws of the State of Connecticut. Any actions arising out of enforcement of this Agreement must be initiated in the State of Connecticut. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between Management and the Exhibitor, and it supersedes all prior agreements and discussions. Show management does not offer exclusivity for any product or service, nor does it guarantee that exhibitors will not be placed in proximity to competitors. Corner space requests are not guaranteed. "Corner" means at least one side of a linear booth will have an empty booth next to it. No person at Management is authorized to make changes to this Agreement except in writing with the signature of an officer of the company. The provision set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity of enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or service interruptions that may occur.

The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority to do so and may bind the entity for whom they sign. By signing this Agreement, Exhibitor authorizes Management to use its company name and any photographs taken at the Exposition for promotional purposes.

## STEP 8: PLEASE SIGN BELOW

TRAVELM Unicomm
ADVENTURE
SHOW.

Payment Terms: 100% payment of contracted application is due upon signing. Make checks payable to Unicomm, LLC in U.S. Dollars or use credit card form or link below. By signing below, exhibitor acknowledges they have read the Terms or Conditions on page four of this contract. Exhibitor understands that this contract shall be legally binding between the exhibitor and Unicomm. Exhibitor also agrees that activation of booth assignment and commensurate marketing begins upon Unicomm's receipt of this contract, and as such all payments are non-refundable.

| SIGNATURE   |   |                           | PRINT NAME                 |            |  | DATE      |  |
|---|---|---------------------------|----------------------------|------------|--|-----------|--|
| STEP 9: PAYMENT                                   | OPTIONS Click   | PAY ON-LINE or Fill Out B | elow For us To Process     | FAX TO: 2  | 03.878.215   | 4         |  |
| AUTHORIZE PAYMENT PER<br>TERMS & CONDITIONS ABOVE | :□: AMEX :□: VISA                                     | ☐ MC ☐ BANK TRANSFER      | CHECK (payable to Unicomm, | LLC] Check | # ,  |           |  |
| AMOUNT: \$  | CARD NUMBER   |                           |                            | CID#       | (last 3 digits printed after card # in signature area on back of card) | EXP. DATE |  |
| PAY NOW   | CARD HOLDER NAME                                      |                           | SIGNATU                    | JRE        |  |           |  |
| 1   | Billing Address (If different<br>than address on pg1) | ·                         | СІТУ                       |            | STATE  | ZIP       |  |