



PressCamp ROAD, January 22nd – 26th, 2018
Westlake Village Inn, Westlake Village, CA

Participation Application & Contract

Today's Date_____

Manufacturer/Supplier Name_____

Address_____

City_____ State_____ Zip_____ Country_____

Phone_____ Website _____

Authorized Contact_____

Email _____

THIS EVENT WILL TAKE PLACE RAIN OR SHINE. We understand that this application becomes a binding contract when accepted by Efficient Collaborative Retail Marketing (hereinafter "ECRM") on behalf of ECRM and applicant shall abide by all of the terms and conditions published on page 4 of this application. In addition, by signing this form, applicant, its employees and affiliates agree to receive communications from ECRM and its partners.

Participating Manufacturer/Supplier's authorized signature _____



Exhibitor Pricing Packages

Option 1: Al Fresco - \$5,900

Participating brand receives ONE, 10' x20' outdoor exhibit space in a smooth and well-maintained parking lot. This display area will be the brand's home for one-on-one scheduled meetings with editors and the price includes all meals, drinks and fun for TWO brand representatives throughout the full schedule. **No lodging is provided.**

Option 2: Master Suites - \$7,900

Participating brand receives TWO connected suites, totaling 800 square feet of space, including some smaller patios or balconies. The master suites will be the brand's home for meetings with editors, will be its product show room and lodging for 4 nights. All meals, drinks and fun are included for TWO brand representatives.

Option 3: Luxury Suites - \$8,900

Participating brand receives ONE, 2nd floor luxury suite totaling 750 square feet. The luxury suite will be the brand's home for meetings with editors and its product show room and lodging for 4 nights. All meals, drinks and fun are included for TWO brand representatives.

Option 4: Deluxe Suites - \$9,900

Participating brand receives ONE ground floor deluxe suite totaling 750 square feet, plus a sizable working patio. The deluxe suite will be the brand's home for meetings with editors and will be its product show room and lodging for 4 nights. All meals, drinks and fun are included for TWO brand representatives.

Please fill in the amount of the participation option you are choosing from the PressCamp ROAD 2018 menu:

PressCamp ROAD 2018 Program Price:

Please select and check the appropriate payment box:

Full payment of \$ _____ is enclosed.

Minimum 50% payment of \$ _____ is enclosed.

The remaining balance is due on or before November 15th, 2017. The applicant shall not be entitled to participate in the event unless the balance is received on or before this date. The applicant may obtain a refund of the deposit or full payment made, less a 15% processing fee, if it delivers written notice of cancellation to ECRM on or before November 15th, 2017. ECRM shall be entitled to retain any and all payments made after November 15th, 2017.

Please make checks payable to **ECRM** and send to: ECRM, 27070 Miles Road, Suite A, Solon, OH 44139

Credit Card: (Visa, MasterCard, Amex and Discover)

Name as it appears on card _____

Card Number _____

Expiration Date _____ Security Code _____

Credit Card Holder's Billing Address _____

City _____ State _____ Zip _____ Country _____

Email address of cardholder: _____

Amount authorizing: \$ _____. By checking this box we authorize ECRM to automatically run the card for the second installment due on November 15, 2017.

Participating Manufacturer/Supplier's authorized signature _____

Please complete and mail OR email this entire contract, to include pages 1 - 4. Details will not be confirmed until completed

contract is received in office and payment is processed. Upon accepting this contract and submitting payment, you will be sent a confirmation letter along with any additional instructions that may be necessary. Please note that the receipt of this signed and completed Contract by ECRM / PressCamp ROAD is required in order to participate.

Contract Acceptance: This contract shall become binding and effective only when it has been signed by the Manufacturer/Supplier, the Manufacturer/Supplier has paid the full amount of the required deposit in good funds and the agreement has been counter-signed by a duly authorized representative of ECRM.

Cancellation by ECRM: If Manufacturer/Supplier fails to make the final payment required by this contract as outlined, ECRM may terminate this contract (and Manufacturer/Supplier's participation in PressCamp ROAD) without further notice and without obligation to refund any monies previously paid. ECRM reserves the right to require the Manufacturer/Supplier to leave the event or refuse Manufacturer/Supplier's permission to move in and set up if Manufacturer/Supplier is in arrears of any payment due to ECRM. ECRM is expressly authorized (but under no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Manufacturer/Supplier from any liability hereunder.

Cancellation of PressCamp ROAD: In the unlikely event ECRM cancels PressCamp ROAD due to circumstances beyond the reasonable control of ECRM (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Westlake Village Inn), ECRM shall refund to Manufacturer/Supplier participation payment previously paid, minus a share of costs and expenses incurred by ECRM in connection with the event, in full satisfaction of all liabilities of ECRM to Manufacturer/Supplier. ECRM reserves the right to cancel, rename or relocate or change dates. If ECRM changes the name of PressCamp ROAD, relocates to another location, or changes dates to dates that are not more than 14 days earlier or 14 days later, no refund will be due to Manufacturer/Supplier, but ECRM shall assign to Manufacturer/Supplier, in lieu of the original space, other space as ECRM deems appropriate and Manufacturer/Supplier agrees to use that space under the terms of this contract.

No Show Policy: If Manufacturer/Supplier, through circumstances beyond its control, is delayed in arrival or set-up, Manufacturer/Supplier must promptly notify the Director at the ECRM office. In the event of non-notification ECRM reserves the right to resell the space allotted to the Manufacturer/Supplier. Manufacturer/Supplier acknowledges and agrees that no payment refunds will be made in such event.

Assignment: This agreement is personal to the Manufacturer/Supplier and may not be assigned by it. ECRM may assign this agreement and its rights and obligations hereunder without the prior consent of Manufacturer/Supplier.

Limitation of Liability: Under no circumstances shall ECRM or the Westlake Village Inn be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall ECRM's maximum liability under any circumstances exceed the amount actually paid to ECRM by Manufacturer/Supplier for participation pursuant to this contract. ECRM' total liability to Manufacturer/Supplier and owners, officers, directors, employees, agents and representatives shall be limited to amounts paid by the Manufacturer/Supplier to ECRM in connection with PressCamp ROAD. Neither ECRM, nor the owners of the Westlake Village Inn, shall assume any responsibility for Manufacturer/Supplier's personal or other property. As a condition of exhibiting at PressCamp ROAD, Manufacturer/Supplier shall insure its property against damage, loss and theft and shall provide ECRM with evidence of such coverage promptly on request.

Indemnification: Manufacturer/Supplier shall indemnify, defend (with legal counsel satisfactory to ECRM), and hold ECRM and the Westlake Village Inn harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) the present or participation of Manufacturer/Supplier (which term shall include the owners, officers, directors, managers, employees, agents and representatives of Manufacturer/Supplier for purposes of this indemnification provision) at PressCamp ROAD; (b) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other propriety right raised in connection with Manufacturer/Supplier's participation in or otherwise; (c) any libel, slander, defamation or similar claims resulting from the actions of Manufacturer/Supplier; (d) harm or injury (including death) to Manufacturer/Supplier; (e) Loss of or damage to property or the business or profits of Manufacturer/Supplier, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise; and/or (f) lack of media coverage from attending editors' post-PressCamp ROAD.

ECRM may refuse to permit Manufacturer/Supplier to display any items that ECRM reasonably believes infringe on the rights of other parties or are otherwise inappropriate or not in keeping with the high standards of the event. If Manufacturer/Supplier refuses to remove any of those items from display, in addition to any other remedies available, ECRM may terminate this Agreement immediately and expel Manufacturer/Supplier from without any liability to Manufacturer/Supplier or any other party.

Authorized Signature: _____ **Date:** _____

Accepted by ECRM: _____ **Date:** _____