

## PERFECT MUSLIM WEDDING BRIDAL SHOW VENDOR TERMS AND CONDITIONS

This Perfect Muslim Wedding Bridal Show Vendor Terms and Conditions ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ ("Effective Date"), by and between K2 Vista LLC doing business as Perfect Muslim Wedding with an office at 832 Russell Lane Milpitas, CA 95035 ("PMW") and \_\_\_\_\_ ("Vendor"), with an office at\_\_\_\_\_.

Whereas PMW has agreed to put on an event titled Perfect Muslim Wedding Bridal Expo (the "Event") which is to be held on September 20, 2015 at the DoubleTree by Hilton Hotel Newark-Fremont (the "Venue" or "Hotel").

Whereas Vendor has agreed to provide goods or services (the "Services") at the Event in accordance with the terms of the Agreement.

Therefore in consideration of the promises and mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. **Exhibit:** PMW will provide Vendor a contracted exhibition space (the "Exhibit") subject to the following limitations:
  - a. **Eligible Exhibits.** PMW reserves the right to determine the eligibility of any Vendor for inclusion in the Event and reserves the right to reject, eject or prohibit any Exhibit in whole or in part, or any Vendor or his representatives, with or without giving cause. The Exhibit set up is subject to change without notice. Furthermore PMW reserves the right to refuse a Vendor a stall for any reason.
  - b. **Exhibit Installation.** Vendor must check in at check-in desk before initiating Exhibit construction. Set up hours prior to Event are Sunday September 20, 2015 between the hours of 8 AM-10:30 AM.
  - c. **Exhibit Removal.** Vendor will not be allowed to remove the Exhibit before the end of the Event. Vendor will remove the Exhibit Sunday September 20, 2015 between the hours of 3 PM and 5:00 PM. Any Exhibit not completely dismantled and removed by Sunday September 20 at 5 PM will be removed and all fees will be charged directly to the Vendor by PMW. Vendor will be charged for any damages caused to the Venue.
  - d. **No Children during Set Up and Tear-down.** No children under the age of 16 will be allowed on the loading dock, hand carried freight or in the Exhibit hall during the set up and tear-down of the Exhibit.
  - e. **Labor/Shipping.** Vendor is responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling, and re-crating, of Exhibits.
  - f. **Exhibit Staffing.** All Exhibits must be staffed during Event hours by at least one person.
  - g. **Sound Devices.** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside the confines of the Exhibit.

- h. Sub-Leasing.** Vendor may not sub-let the Exhibit or invite other firms or individuals into their booth space without written prior approval of PMW.
- i. Exhibit Operation.** PMW is not responsible for any theft or breakage that could occur in the Exhibit. The Vendor shall hold harmless PMW from any and all damages or theft of merchandise or materials from Exhibit. No Exhibits shall extend beyond allotted space unless authorization in writing by PMW.
- j. Compliance.** Vendor will comply with all relevant Federal, State, County, and City laws, rules, and regulations relating to its participation in the Event including , but not limited to, the following:
  - i. Fire and Safety Laws
  - ii. Immigration, Labor, and Employment Laws
  - iii. Food Safety Laws
  - iv. Licensing and Tax Laws
  - v. Insurance Laws
- k. Unoccupied Space.** In the event Vendor fails to occupy the Exhibit contracted for by 10:00 AM on the day of the Event, PMW shall have the right to utilize such space in any manner it chooses.
- l. Food Related Illness.** For the sake of clarification a Vendor who's Exhibit distributes or sells food is liable for any food poisoning or sickness that may occur to the public as a result of consumption of the aforementioned food.
- m. DoubleTree Liability Form.** Vendor agrees to the terms and conditions of the DoubleTree Liability Form attached hereto as Exhibit A.

## 2. Confidentiality

**2.1 General.** It is anticipated that PMW and Vendor will exchange certain proprietary information necessary to carry out obligations set forth hereunder. In order for each party to access, use and track the other party's proprietary information, the parties agree as follows:

**2.2 Definition.** "Confidential Information" as used in this Agreement means any and all information disclosed by a party (each a "Discloser") to the other party (each a "Recipient"), provided: (i) if such information is disclosed in tangible form, it is conspicuously marked to identify its confidential or proprietary nature; or (ii) if such information is disclosed orally or by other intangible means, it is identified as confidential at the time of disclosure or is reasonably understood to be confidential given its nature or the circumstances surrounding its disclosure. Notwithstanding the above, Confidential Information shall not include information that:

- (a) was generally known or available at the time it was disclosed or has subsequently become generally known or available through no fault of Recipient;
- (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser;
- (c) is independently developed by Recipient without use of Discloser's Confidential Information as documented by competent records; or
- (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence.

Recipient may disclose Confidential Information as and to the extent required by a valid order of a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

**2.3 Use Limitations; Nondisclosure Obligation; Duty of Care.** Each party agrees as a Recipient: (i) not to use Confidential Information for any purpose except in furtherance of its obligations hereunder; (ii) that it shall disclose Confidential Information only to its employees or contractors, or those of its affiliates, who need to know such information in order to carry out obligations hereunder, and certifies that such individuals have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those of this section; and (iii) to treat all Confidential Information with the same degree of care as it accords its own confidential information of a similar nature, but in no case less than with a reasonable degree of care. A breach of these obligations may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law, and, in the event thereof, Discloser shall be entitled to seek injunctive or other equitable relief as may be appropriate. The foregoing obligations shall continue for a period of three (3) years following disclosure of the subject Confidential Information.

### **3. Liability Limits**

Except for bodily injury or death, Vendor's indemnification obligations and Vendor's breach of the confidentiality provisions set forth herein (for which there is no limit), in no event shall either party be liable for consequential, special, indirect, incidental or punitive losses, damages or expenses of the other party arising under or in connection with this Agreement, regardless of how such losses, damages or expenses arise and irrespective of whether or not it has been advised of the possibility of such losses, damages or expenses. Neither party is liable for any claim that arose more than two (2) years prior to the institution of suit thereon. Except for bodily injury or death, Vendor's indemnification obligations and Vendor's breach of the confidentiality provisions set forth herein (for which there is no limit), Vendor's and PMW's respective maximum liability to each other in any manner related to this Agreement, for any and all claims, shall not in the aggregate exceed USD \$1,000.00.

### **4. Indemnification**

Vendor will indemnify, defend and hold PMW and its respective partners, employees and agents, harmless from and against (with Vendor paying all damages, losses, settlements, costs and expenses including without limitation court costs and lawyer fees) any and all PMW and/or third-party assertions, claims, suits, proceedings, and demands arising out of, in connection with, or relating to: (a) bodily injury or death of any person or damage or destruction to real and/or tangible personal property resulting from this Agreement, to the extent proximately caused by the negligent or willful acts or omissions of Vendor, its employees, agents and contractors; (b) any claim that Vendor or any Vendor employee is in any relationship with PMW other than that of an independent contractor; (c) any claim that any apparent Vendor employee is not an

employee of Vendor; (d) claims by any employees, agents or contractors of Vendor for injuries or damages under workers' compensation or similar acts; (e) claims by any agents or contractors of Vendor for payment; (f) in which it is alleged that Vendor's services, related Vendor actions or omissions, or Vendor's employees, agents or contractors in any way connected therewith (i) have violated any law or regulation, and/or (ii) have violated any privacy, publicity or other personal right of any individual.

## **5. Insurance**

For the duration of the term of the Agreement Vendor shall have in force and shall maintain at its own cost insurance in accordance with industry standards and in amounts to cover its obligations hereunder. Furthermore Vendor must provide PMW a certificate of insurance along with the signed Agreement prior to the Event.

## **6. General**

**6.1 Notice.** Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested), or upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth above. Either party may designate a different address by notice to the other given in accordance with this Agreement.

**6.2 Independent Contractor Status.** Vendor is an independent contractor. Vendor employees shall not be deemed to be employees of PMW, nor shall PMW be deemed to be a joint employer with Vendor. Nothing herein shall be deemed or construed to create an agency, joint venture, partnership, or employer-employee relationship between the parties for any purpose, including but not limited to taxes or employee benefits. Vendor will be solely responsible for: (a) paying all wages and other compensation to Vendor employees; (b) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Vendor's employees; (c) providing all insurance and other employment related benefits to Vendor's employees; and, (d) making any overtime payments to Vendor's employees if required by law or regulations.

**6.3 Force Majeure.** Neither party shall be liable to the other for non-performance or delay in performance caused by any events or matters beyond its reasonable control, including without limitation, acts of God, acts or omissions of the other, acts of government, riots, war, strikes, lockouts or embargoes.

**6.4 No Power to Act on Behalf of PMW.** Vendor and its employees, agents and contractors have no right, power or authority to create any obligation or contract, express or implied, or make any representation on behalf of PMW, or to hold themselves out to the public as having such right power, or authority, or to make such representations except as Vendor may be expressly authorized in advance in writing from time to time by PMW, if ever, and then only to the extent of such authorization.

**6.5 Assignment.** Vendor may not assign or transfer this Agreement including any transfer by operation of law, change of control or merger without PMW's prior written consent.

**6.6 Waiver.** No waiver or modification of any right or remedy under this Agreement or of any provision hereof shall be effective unless it is stated in writing and signed by the parties. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed or deemed to be a waiver or release and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No effective waiver of any right, remedy or provision of this Agreement shall be deemed a waiver of any other.

**6.7 Severability.** If any term, condition, or provision in this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or otherwise unenforceable to any extent, said finding and such term, condition, or provision shall not affect the other terms, conditions or provisions hereof or the whole of this Agreement, and the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, and such remaining terms, conditions and provisions will continue to be valid and enforceable to the full extent permitted by applicable law.

**6.8 Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to the principles of conflict of laws. The parties agree that any disputes, claims, or liabilities that may arise in connection with this Agreement will be determined by binding arbitration. All binding arbitration will be conducted by an independent retired judge or other independent person under the then existing rules of Judicial Arbitration & Mediation Services ("JAMS") and judgment may be entered in any appropriate court to enforce the arbitration award.

**6.9 Construction and Interpretation.** This Agreement may be executed in any number of counterparts and executed electronically using electronic signature or by other electronic communication as agreed to or used by the parties, such execution to be considered an original for all purposes, and all of which together shall constitute one and the same instrument, notwithstanding that the parties may not both be signatories to the original or the same counterpart. The section and paragraph headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party. This Agreement is not an offer or a basis for reliance that pre-signing costs or expenses will be paid. Notwithstanding the statements or actions of the parties, no provisions of this Agreement shall be binding upon either party until this Agreement is signed by both parties.

**6.10 Complete Agreement, Modifications.** This Agreement sets forth the entire intent and understanding between the parties hereto and supersedes all (i) prior negotiations, proposals, agreements, understandings, arrangements or communications, whether oral or written, and (ii) any subsequent additional or conflicting terms regarding the subject matter hereof that is not signed by both parties, with respect to the subject matter hereof. This Agreement may only be amended or modified in a writing signed by each of the parties.

**6.11 Term.** This Agreement shall commence on the Effective Date and remain in full force and effect until December 1, 2015.

**6.12 Publicity.** PMW reserves the right to use any photography, video, statement, testimonial or feedback taken or provided at the Event in future advertising and marketing campaigns of PMW.

**6.13 Invoices.** All invoices due hereunder are to be paid within 15 days of receipt of the invoice. All fees paid hereunder are non-refundable. Failure to pay any outstanding amounts due hereunder in accordance with the aforementioned time frame constitutes a material breach of the Agreement and will result in Vendor forfeiting their right to the Exhibit. In the event of a material breach PMW reserves the right to resell the Exhibit without recourse.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date.

**Perfect Muslim Wedding**

**[Insert Vendor Name]**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**



***DoubleTree by Hilton Newark-Fremont***

**DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Vendor, Vendor assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Vendor for all such charges. Vendor shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively “Claims”) arising out of or cause by Vendor’s negligence or intentional misconduct. Vendor does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

**VENDOR’S PROPERTY:** Vendor agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel’s liability for items stolen in guestrooms or items kept in Hotel’s safe. Vendor is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Vendor may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Exhibit A.

**INSURANCE:** Property of Vendor is the sole responsibility of the Vendor. Vendor agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel’s insurance policy for the loss of Vendor’s property or the property of any of its attendees or invitees. Additionally, Vendors must provide to the hotel, proof of Liability and Worker’s Compensation insurance no less than three (3) days prior to the event.

By: \_\_\_\_\_ Date:  
(Vendor signee accepting responsibility)

By: \_\_\_\_\_ Date:  
(DoubleTree by Hilton Newark-Fremont Catering Manager)

**EXHIBIT B**

**INVOICE # (The "Invoice")**

**INVOICE EFFECTIVE DATE:**

**PRODUCT OR SERVICE:**

**INVOICE AMOUNT: USD**

**VENDOR NAME:**

**VENDOR ADDRESS:**

Dear \_\_\_\_\_

Please make a payment in the amount of \_\_\_\_\_ payable to Perfect Muslim Wedding for the \_\_\_\_\_ Sponsorship package(s) for the 2015 Perfect Muslim Wedding Bridal Expo which will take place on September 20, 2015 at the DoubleTree by Hilton Hotel Newark – Fremont, CA.

All payments are to be made within 15 days of receipt of the Invoice. All checks should be made out to "Perfect Muslim Wedding" and mailed with this completed and signed application to:

Perfect Muslim Wedding  
1931 Junewood Ave  
San Jose, CA 95132

Phone: 408-509-7965

Email: sales.perfectmuslimwedding@gmail.com

**If you will need Power/Electricity in your booth please check**

This Invoice is issued under and incorporates the Agreement between the parties. Agreement means the Perfect Muslim Wedding Bridal Expo Vendor Terms and Conditions with an effective date of \_\_\_\_\_ ("Agreement"). The parties agree that where the terms of the Agreement conflict with those of this Invoice, the terms of the Agreement, shall control. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

Please email us a high quality logo of your company in JPG or EPS format for our marketing materials.

Thank you for your continued support!



## EXHIBIT C

### **A). Perfect Muslim Wedding Bridal Expo 2015 Northern California Sponsorship Packages**

The following inclusion by name in print, verbally or by display of the logo applies to either the PMW Bridal Expo or the PMW Fashion Show. Open to all categories of vendors except venues.

#### **Grand Sponsor (Package Investment) : \$5,000**

1. Complimentary Booth (Table & 2 Chairs)
2. Premium location Inside Hall in a prime location of your choice
3. Name, Logo, & slogan printed in the Program Brochure
4. Logo displayed on Bridal Expo Main webpage
5. Logo displayed on Facebook Events Page
6. Promotion on the "PMW-BE 2015" 5x7 Glossy Color Postcards (Logo + Text).
7. Promotion on the "PMW-BE 2015" 11 x 17 Posters (Logo + Text).
8. Name & Logo displayed on the PMW-BE 2015 YouTube video (posted online for 1 years)
9. Name, Logo, Website & Phone displayed on PMW-BE Stage Banner on Slide Presentation on Stage
10. Mention on Stage every major announcement.
11. Flyer/Postcard included in the PMW-BE Tote Bag given to attendees.
12. Lead List of attendees provided in Excel within 30 days after show.

#### **Platinum Sponsor (Package Investment) : \$2,500**

1. Complimentary Booth (Table & 2 Chairs)
2. Premium location Inside Hall
3. Name, Logo, & slogan printed in the Program Brochure
4. Logo displayed on Bridal Expo Main webpage
5. Logo displayed on Facebook Events Page
6. Promotion on the "PMW-BE 2015" 5x7 Glossy Color Postcards (Logo + Text).
7. Promotion on the "PMW-BE 2015" 11 x 17 Posters (Logo + Text).
8. Name & Logo displayed on the PMW-BE 2015 YouTube video (posted online for 1 years)

#### **Gold Sponsor (Package Investment): \$1,250**

1. Complimentary Booth (Table & 2 Chairs)
2. Name, Logo, & slogan printed in the Program Brochure
3. Logo displayed on Bridal Expo Main webpage
4. Logo displayed on Facebook Events Page
5. Promotion on the "PMW-BE 2015" 5x7 Glossy Color Postcards (Logo + Text).

**Booth (Package Investment): See below**

1. Complimentary Booth (Table & 2 Chairs)
2. Name, Logo, & slogan printed in the Program Brochure

<b>Vendor Category</b>	<b>Early Bird</b>	<b>Full-Price</b>
Mehndi, Henna, Make-up, Hair stylist	\$450	\$550
Bridal Accessories, Clothing/wedding suits	\$550	\$750
Djs, Dhol	\$550	\$650
Florist, Cakes, Balloons, Chocolate Fountain, Party Favors	\$550	\$650
Jewelry	\$600	\$750
Photographers, Videographers, Wedding Planners	\$650	\$850
Invitations, Horse/Carriage,	\$650	\$700
Limo Services, Travel	\$650	\$950
Décor, Party Rentals	\$650	\$950
Audio/Visual Rentals	\$840	\$1,150
Catering Services	\$950	\$1,050

**B). Perfect Muslim Wedding Planning Guide Packages**

Viewed and/or downloaded over 17,000 times. Revised edition both online and in Print to be handed out at Bridal Expo

- Full Page: \$995/year
- Half Page: \$695/year
- 1/4 Page: \$395/year
- Custom: Quote

**C). Perfect Muslim Wedding Website Vendor Directory**

- Basic Entry \$99/yr
- Premium Entry (5 pics and detailed listing) \$250/yr