

Letter of Intent



Summer Market • July 30 – August 3, 2023

Page 1

World Market Center, Building C1565

February 2023

455 South Grand Central Pkwy, Las Vegas, NV 89103

Dear Manufacturer

This will serve as your intention to exhibit your product at the 2023 Summer Market, in the above space. The rates for the 2023 Summer Market are between \$24 - \$28 per square foot, depending on size/location of space (spaces along the showroom walls start at \$28psf, center spaces start at \$24psf). Prices are subject to change.

A \$1000 deposit is due with this Letter, followed by a 50% payment within 10 days from the time your space assignment has been confirmed by the SSA office. This deposit becomes non-refundable once this is form is confirmed by *SSA Office, and **the Letter of Intent becomes a Rental Agreement for the confirmed space.**

Your final balance payment will be due on or before July 1, 2023.

Email Form to: ssadirector2013@gmail.com

I, the exhibitor, have read this Letter of Intent and agree to enter into this rental agreement upon the terms and conditions and rules and regulations on Page 2 hereof and on all attachments hereto. (Please read Page 2.) The undersigned warrants that they are duly authorized to sign this letter and enter into this rental agreement on behalf of the business entity named in the Exhibitor Information section below.

Exhibiting Company

Contact Person (Exhibitor)

Requested size _____ sq. ft.

___ Payment by check

___ Payment by credit card

Card number

Exp. Date

Signature

Telephone

Contact Person

email

Billing address

Address for publication

Web Site

***SSA Office Confirmation:** _____

Date: _____

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Page 2

Terms and Conditions

This rental agreement for use of exhibit space, by and between the Exhibitor as listed on the front of this form (Exhibitor), and the Specialty Sleep Association (SSA), is for the Las Vegas World Market to be held in **Showroom C1565, World Market Center (WMC)**, Las Vegas, NV, July 30 – August 3, 2023. Exhibitor understands that acceptance of a deposit by SSA is not confirmation of space rental, and that none of the provisions set forth in this Letter of Intent and the basic terms shall be binding upon SSA until confirmed in writing by SSA and thereby transformed to an official Rental Agreement.

SPACE FEE INCLUDES: WMC Directory listing (online for sure, printed if confirmed by materials due date, electrical power (shared), overhead track lighting.

PAYMENT: All fees for confirmed exhibit space are due and final no later than July 1, 2023. If all fees are not paid in full prior to move-in, Exhibitor will not be allowed to set up until remaining balance is paid by cashier's check or credit card.

CANCELLATION: All monies received are NON-REFUNDABLE unless otherwise arranged by SSA and Exhibitor.

SUBLEASING/SHARING & REASSIGNMENT: Exhibitor shall exhibit only merchandise manufactured or regularly handled by Exhibitor, unless express prior written permission is given by SSA to sublicense exhibit space (which permission may be granted or withheld in SSA's sole and absolute discretion). Exhibitor hereby assumes full responsibility for the conduct and charges of any sub licensee and all its representatives to the same extent as though said individuals were employees of Exhibitor.

EXHIBITOR MOVE-IN AND SET-UP DOCUMENT: The SSA and the World Market Center will provide Exhibitor detailed information regarding freight, booth set-up, signage, publicity etc. Exhibitor agrees to comply with all rules, regulations and requirements contained in the Exhibitor Manual.

CHARACTER OF EXHIBITS: The SSA reserves the right to determine the eligibility of any company or products to participate in the Show. Exhibitor understands and agrees that SSA reserves the right to refuse participation by Exhibitor if Exhibitor's display of goods or services is not, in SSA's opinion, compatible with the general quality of the Show. Exhibitor shall not allow any display materials (including racks or tables) to extend into any aisles or into any other areas outside the designated exhibit space or booth area. Exhibitor agrees immediately upon request by SSA to cease use of any promotional methods which SSA in its sole and absolute discretion considers being objectionable. Booth displays must be as outlined in the Move-in and Set-up documents.

ASSUMPTION OF RISK; INDEMNIFICATION: The World Market Center will provide general overall security for the show, but Exhibitor assumes all risks in connection therewith. Exhibitor waives all loss of property by fire, water, theft or otherwise occurring as a result of any cause whatsoever, including, without limitation, any negligence of SSA, active or otherwise. **Exhibitor agrees to the greatest extent permitted by applicable law to protect, indemnify, defend and hold SSA and World Market Center harmless from and against all claims, injuries, death, losses and damages to person or property**, including fines and attorney fees, arising out of or in connection with any act or omission of Exhibitor or Exhibitor's employees, agents or contractors, or any aspect of Exhibitor's display, excluding any such liability caused solely by the active negligence of SSA or World Market Center. In addition, Exhibitor acknowledges that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance to cover any damage, theft or other loss of or with respect to Exhibitor's property.

Exhibitor will provide the SSA with their Certificate of Insurance prior to July 1, 2023.

FREIGHT, DRAYAGE & STORAGE: All freight and other property must be moved into and out of the building under supervision of SSA or World Market Center. Drayage (freight delivery to booth) costs for **on-site freight arrivals are billed by – and payable to - the WMC.** (See Move-in and Set-up Document for details.)

MOVE-IN AND MOVE-OUT: Times, dates and instructions for move-in and out are specified in the Move-in and Set-up Document.

DAMAGE CHARGES: No unsightly holes or gouges are permitted to be left on the C1565 showroom walls or floor upon exhibitor vacating their space. Exhibitor agrees to pay for floor or wall damage as billed by SSA or hired contractor on an actual cost basis.

SAFETY: All exhibits must be constructed and operated in a manner so as not to pose any safety hazards. No part of any display shall be hung from any lighting fixtures, pipes or sprinklers or in any manner impede the fire sprinkler system. Flammable fluids, substances or materials of any nature are prohibited, either for use in the booth or storage within or behind a booth. All decorative materials must be flameproofed before being taken into the exhibit hall, and must comply with all applicable fire regulations. Exhibitor agrees immediately upon request my SSA or World Market Center to make necessary adjustments to remove any hazards.

RELOCATION OF EXHIBIT SPACE: SSA reserves the right to relocate Exhibitor to enhance the overall look of the Show, as determined by SSA in its sole and absolute discretion.

VIOLATIONS: Any violation by Exhibitor of any terms and conditions herein or in the Exhibitor Manual, as interpreted and applied by SSA or World Market Center, shall subject Exhibitor to immediate cancellation of Exhibitor's right to continue to use or occupy booth space, without any refund of any monies paid on account. Immediately upon notice of such cancellation, SSA or World Market Center shall have the right to exclude Exhibitor from the Show and to remove Exhibitor's property and hold Exhibitor accountable for all risks and expenses incurred in such removal.