

SWIM COLLECTIVE

June 14 + 15, 2022 | Huntington Beach, CA

1. COMPANY AND CONTACT INFORMATION

(ALL FIELDS ARE REQUIRED)

LEGAL COMPANY NAME (FOR INTERNAL USE ONLY. WILL NOT BE DISPLAYED)

EXHIBITING COMPANY NAME (USED IN DIRECTORY & SIGNAGE)

COMPANY WEBSITE

ADDRESS

CITY STATE/PROV ZIP/POSTAL CODE COUNTRY

COMPANY PHONE NUMBER FAX NUMBER

CONTRACT CONTACT'S NAME

CONTRACT CONTACT'S EMAIL

CONTRACT CONTACT'S TITLE

CONTRACT CONTACT'S PHONE NUMBER

ACCOUNTING/BILLING CONTACT'S NAME

ACCOUNTING/BILLING CONTACT'S PHONE NUMBER

ACCOUNTING/BILLING CONTACT'S EMAIL

MARKETING CONTACT NAME AND EMAIL

2. EXPERIENCE LEVEL SELECTION

(A SELECTION IS REQUIRED)

All display packages come inclusive with the furnishings and marketing listed below. Progressive food and beverage is provided throughout both show days to all exhibiting brands. Additional unique marketing is available to each level.

BOUTIQUE

The **Boutique Level** offers the bare necessities. This package is perfect for the newer brand who is small but mighty! Along with your display, the Boutique Level includes an all-encompassing online profile.

Package includes 6' x 8' display, one (1) table, three (3) chairs, two (2) garment racks, and an ID sign.

ELEVATED

The **Elevated Level** offers the best of both worlds, but this is by no means, average. This package is perfect for the brand who wants to take it up a notch (or two). Along with your display, the Elevated Level comes inclusive with a VIP Buyer Gifting opportunity in our "Try It" component, a textile sample inclusion in our "Feel It" component, a homepage web banner, an ad in one of our retailer eblasts, and an all-encompassing online profile.

Package includes 6' x 16' display, two (2) tables, six (6) chairs, four (4) garment racks, and an ID sign.

LUXE

The **Luxe Level** is our most exclusive, full-service package. This package is perfect for the brand that wants to make a splash and create a memorable experience. Along with your display, the Luxe Level comes inclusive with a product display in our "See It" component, a VIP Buyer Gifting opportunity in our "Try It" component, a textile sample inclusion in our "Feel It" component, a full-page ad in our Show Directory, an ad in three retailer eblasts, a homepage web banner, and an all-encompassing online profile.

Package includes 6' x 32' or 12' x 16' display, four (4) tables, twelve (12) chairs, eight (8) garment racks, and an ID sign.

SELECT YOUR EXPERIENCE LEVEL:

BOUTIQUE.....\$5,395

ELEVATED.....\$11,480

LUXE.....\$23,943

Check this box to swap garment racks for display shelves

Check this box to upgrade to a corner location (additional charge of \$289)

Check this box to add a model changing curtain to your space (additional charge of \$300)

CONTRACT TOTAL: \$ _____

25% due with signed contracts received through March 11.

50% due with signed contracts received March 12 through May 5.

100% due with signed contracts received May 6 and after.

2.5% fee applied to payments made with credit card (other than initial on-site booth deposit). See section Three: Exhibit Space Agreement for additional terms. (For NY exhibitors, please complete section Five: Payment Schedule Addendum to Exhibit Space Agreement)

3. EXHIBIT SPACE AGREEMENT

(ALL FIELDS ARE REQUIRED)

The undersigned ("Exhibitor"), as a duly authorized representative, enters into an agreement with Emerald X, LLC to rent exhibit space at the above designated event. Exhibitor agrees to abide by official Exhibitor Rules & Regulations and has received and agrees to the Exhibit Space Agreement Terms and Conditions. Exhibitor understands and agrees that this application for Exhibit Space becomes a binding contract when accepted by Emerald X, LLC, the show organizer, and Exhibitor hereby agrees that the Terms and Conditions available at [Terms and Conditions](#) enforceable and are incorporated into and control this Exhibit Space Agreement, once it is accepted by Emerald X, LLC. Exhibitor further agrees that any terms and conditions associated with any purchase order Exhibitor may submit in order to process payment for this Exhibit Space Contract are of no force or effect, regardless of the express language of any purchase order Exhibitor may submit.

SIGNATURE REQUIRED AGREE TO BY

DATE

PRINT NAME

TITLE

SWIM COLLECTIVE

Submission and Payment

4. CONTRACT SUBMISSION

Please send completed contract to Rachel Nobles, Senior Manager, Swim Sales x Buyer Relations.

Fax/Scan- 805-715-3401

Email: Rachel.Nobles@CollectiveShows.com

Once a contract is confirmed an invoice will be sent to the Accounting/Billing contact provided on page one.

5. PAYMENT SCHEDULE ADDENDUM TO EXHIBIT SPACE AGREEMENT (THIS SECTION IS REQUIRED FOR NY CUSTOMERS)

New York customers are required by law to complete the chart below and return with contract.

CONTRACT TOTAL: \$ _____

SCHEDULE OF PAYMENTS	Due Date	Amount Due	Amount Due - if paying by credit card 2.5% fee applied to payments made with credit card
25% of Total Invoice Payment is non-refundable. Exhibitor is liable for 25% of total contract for cancellations or reductions.	Due With Signed Contract	\$ _____	\$ _____ +2.5%
50% of Total Invoice Payment is non-refundable. Exhibitor is liable for 50% of total contract for cancellations or reductions.	March 12, 2021	\$ _____	\$ _____ +2.5%
100% of Total Invoice Payment is non-refundable. Exhibitor is liable for 100% of total contract for cancellations or reductions.	May 6, 2021	\$ _____	\$ _____ +2.5%

* Installments paid by credit card include a 2.5% fee. If Exhibitor makes any payment in addition to the above installments, the 2.5% fee will apply to that payment. Except where prohibited by law, Exhibitor agrees to pay the fee with any credit card payment and Emerald X, LLC reserves the right to collect the fee either with such installment or other payment, by automatically charging your card on file if not collected with the installment or other payment made by card, or by separate invoice.

6. PAYMENT METHOD (A SELECTION IS REQUIRED)

<input type="checkbox"/> PAY BY CREDIT CARD	<input type="checkbox"/> PAY BY CHECK	<input type="checkbox"/> PAY BY ACH	<input type="checkbox"/> PAY BY WIRE TRANSFER
If you wish to pay by credit card, a link will be sent to your accounting contact, to pay online. Note: Installments paid by credit card include a 2.5% fee. If Exhibitor makes any payment by credit card in addition to the above installments, the 2.5% fee will apply to that payment. Except where prohibited by law, Exhibitor agrees to pay the fee with any credit card payment and Emerald X, LLC reserves the right to collect the fee either with such installment or other payment, by automatically charging your card on file if not collected with the installment or other payment made by credit card, or by separate invoice. See Exhibit Space Agreement for additional terms.	Make check payable to "Emerald X, LLC". Please note "Swim Collective" in the memo field so we can identify your payment and credit it properly. Mailing Address: Emerald X, LLC / Swim Collective 32753 Collection Center Drive Chicago, IL 60693-0327 Note: Company checks will not be accepted after May 6, 2022. Cashier's check or USPS money order will be accepted.	Emerald X, LLC. Attn: Swim Collective Bank of America 2701 Harbor Blvd Costa Mesa, CA 92626 ACH Routing #122000661 Acct #1453616843 Note: Please email the receipt you receive from the bank to Zalton. Brooks@emeraldX.com so we can identify your payment and credit it properly.	Emerald X, LLC. Attn: Swim Collective Bank of America 2701 Harbor Blvd Costa Mesa, CA 92626 Routing #026009593 Acct #1453616843 SWIFT Code: BOFAUS3N Note: Please email the receipt you receive from the bank to Zalton. Brooks@emeraldX.com so we can identify your payment and credit it properly.

SWIM COLLECTIVE

Rules and Regulations

8. RULES AND REGULATIONS

AGE RESTRICTION — Absolutely no one under the age of 18 will be allowed on the show floor during move-in and move-out of Swim Collective. Pre-registered children/junior models and team riders under the age of 16 that have a valid minor badge will be allowed on the floor during official show hours. Please advise all employees, including reps, that there will be no exceptions. No badges for anyone under age 16 will be authorized onsite.

BANDS — Bands are prohibited on the show floor.

BOOTH SPACE MODIFICATION — After assignment, space location may not be changed, transferred or canceled except on written request and with the subsequent written approval of Show Management.

CHANGE OF VENUE AND DATE: Show management has the right to change the dates and venue location of the trade show after exhibitor has signed the contract.

CLEANING — Exhibitors who damage or soil trade show areas outside their booths, including but not limited to aisle carpet, convention center walls and restrooms, which results in additional cleaning shall be charged for the cost to clean area and shall be subject to a \$500 fine per occurrence, payable to Swim Collective.

CORNER BOOTHS — Fees for upgrading a booth with corner location(s) are as follows: 1-6 contiguous booths charged per corner; 7 or more contiguous booths are charged for two corners. Corner fees are not waived for exhibitors who contract for noncontiguous booth spaces, including those for subsidiary companies.

DEMOS/FASHION SHOWS — Please notify Swim Collective of any special demonstrations or fashion shows. No demonstrations or solicitations will be permitted outside of the Exhibitor's assigned space.

DIRECTORY — Swim Collective will endeavor to list Exhibitor's name and space assignment in its official directory. Additional information pertaining to Exhibitor's merchandise may be included at the sole discretion of Swim Collective. However, Swim Collective will not be responsible for errors or omissions occurring in the printed directory, or for failure to include an exhibitor in the printed directory.

EXHIBITOR APPOINTED CONTRACTOR (EAC) RESPONSIBILITIES — All EACs must deliver to Swim Collective and Service Contractor prior to move in, an original valid Certificate of Insurance (see "Insurance" section of Terms and Conditions page). The EAC must have all licenses, permits and bonding required by federal, state and county and promptly upon request, shall provide Swim Collective evidence of compliance. The show floor, aisles, loading docks, service and storage areas will be under the control of the show's official service contractor. Work badges will be issued to the EAC's on-site supervisor for access into the show floor during installation and dismantle. All workers must have a work badge for entry. If contractors require access to the show on show dates, exhibitors must register them as exhibitor personnel. The EAC shall refrain from placing any undue burden on the official contractors, especially by not interfering in any way with the official contractors' work. The EAC shall not solicit business on the show floor at anytime. The EAC shall cooperate fully with the official

contractors and Swim Collective. The EAC must confine operation to the exhibit area of the client(s).

EXHIBIT REQUIREMENTS — All booth arrangements shall conform in all respects to the dimensional and height requirements as specified by Swim Collective. Exhibitor shall care for and keep in good order the space occupied by Exhibitor and surrender such space at the close of the show in the same condition it was when taken over. Exhibitor, its employees, agents, and invitees shall not injure or deface the walls or floors of the building, any booth, the equipment or furnishings in the booths or building within which the show takes place. Exhibitor's booth(s) must be open for business during all show hours and during the duration of the show. If damage should occur, Exhibitor will assume full liability for any such damage caused by Exhibitor or Exhibitor's employees, agents or invitees. Exhibitor takes full responsibility for assigned booth space and for exhibit complying with local, city and state rules and regulations concerning safety, health, or fire. If the space occupied by Exhibitor or the merchandise or articles therein shall be damaged or destroyed by show participants, Exhibitor, Exhibitor's employees, agents, or otherwise, Exhibitor shall and does hereby assume all legal and financial responsibility for any claims and for the restoration of the space to its original condition. Exhibitor must completely vacate the show building promptly following the close of the show, and in accordance with Swim Collective's move out policy. Swim Collective is not able to thoroughly police removal of exhibits. Swim Collective will be unable to determine who is authorized to remove articles, merchandise, equipment and displays, so Exhibitor should make certain only Exhibitor's staff performs removal. Swim Collective will provide limited security personnel during the move-in, show, and move-out period. Additionally, Swim Collective may impose and collect from Exhibitor a fine of \$500 per occurrence for violation of this section.

MODELS AND BOOTH STAFF — Models are not allowed to display merchandise or hand out merchandise outside the exhibitor's assigned booth. Cover-ups (over Activewear and under garments) must be worn when outside the booth or away from the booth. All dressing rooms must be fully covered. Booth Staff must not promote their product or otherwise solicit outside of or away from the contracted exhibit space. An exhibitor found to have violated this rule is subject to a \$250 fine per-occurrence, payable to Emerald Expositions.

SOUND/MUSIC — Exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of the neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than the aisle or any adjacent booth. Swim Collective reserves the right to restrict sounds from any source that interferes with activities in neighboring booths. A maximum of 85dB will be maintained on the show floor at all times. Exhibitors may not exceed a maximum sound level of 85dB measured at a distance of ten feet from the source. If an exhibitor exceeds an acceptable sound level and Swim Collective's request to lower said sound level goes unheeded, exhibitor is subject to a \$500 fine per occurrence, payable to Swim Collective. Swim Collective has the option to disconnect the electrical power to the booth. All fees to be incurred by reinstating the electrical power will be the responsibility of the exhibitor in violation.