



"I Can Sing" Album Promo / Meet & Greet  
November 7, 2015  
Hilton Anatole Hotel, (Imperial Ballroom ), Dallas, Texas

## **VENDOR INVITATION LETTER**

Dear Vendor,

On behalf of KCrush America Magazine, we would like to extend an invitation to you and your business to join us at our event on November 7<sup>th</sup> at the Hilton Anatole.

We are presenting Lee Michelle in her American debut in honor of her debut album, "I Can Sing".

The fun filled evening will include concert, meet & greet, Q & A, games and more.

### **EVENT INFORMATION:**

Event: "I Can Sing" Album Promo/ Meet & Greet with Lee Michelle  
Location: Hilton Anatole Imperial Ballroom  
Date & Time: November 7, 2015 (5:30pm – 11:00pm)

### **VENDOR FEES:**

Merchant Vendor: \$175 per booth

### **VENDOR PACKAGE INCLUDES:**

- 10 x 10 foot booth
- 1 6' draped table
- 2 Chairs
- Wastebasket

### **ENCLOSED:**

- Vendor Agreement
- Terms & Conditions
- Venue Map
- Electricity Order Form

To ensure participation, your application and payment must be received by October 1, 2015.

**EARLY BIRD Discount:** Applications received by August 24, 2015 will receive a \$50 discount.



"I Can Sing" Album Promo / Lee Michelle Meet & Greet  
Hilton Anatole Imperial Ballroom, Dallas, Texas  
November 7, 2015  
5:30pm – 11:00pm

## 1. VENDOR INFORMATION

Contact Person Name	MI	Last Name	TITLE
Company Name			
Street Address			
City	State	Zip Code	
Phone	Fax		
Email			
Company Website			
Product to be Sold			

## 2. BOOTH FEE PAYMENT: Booth fees are due in full upon reservation of space. KCrush America accepts payments via Business check or Paypal.

Early Bird reduced price of \$125 is available until August 24, 2015. If payment is not received by 8/24/15, pricing will automatically reverse to regular booth fee of \$175.

Booth fees are due in full upon reservation of space. All payments are NON REFUNDABLE and cannot be used toward future credits. Show Management has the right to revoke this contract if any balance is past due.

Booth space is for ONE company and is not to be shared. Only ONE company is allowed per booth. However, ONE company may occupy TWO attached spaces.

Booth(s) requested: \_\_\_\_\_ Amount Due per Booth: \$ \_\_\_\_\_  
Total Amount Due: \$ \_\_\_\_\_

Please indicate here if you are sending Payment via PayPal

PayPal Payment: YES // NO

All payments made are non-refundable and can't be used for future credit. The organizer has the right to revoke this contract if any balance is past due.



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- 3. AUTHORIZED SIGNATURE:** In making this application, I hereby acknowledge that I have read, understand, and signed off on the attached Terms and Conditions for Vendors at and hereby agree to be bound by and comply with the rules & regulations. I further acknowledge that failure to abide by the Terms and Conditions for Vendors at "I Can Sing" Album Promo event may result in the loss of my Vendor Privileges without recourse or refund.

Filling out this application is not a guarantee of space or placement. No verbal agreements will be honored. Contracted Vendor spaces that are not fully set up one hour before the event may be released with no further obligations by Show Management to the Vendor. Until expressly accepted by Show Management, no contractual rights to display products are granted to Vendor hereunder, notwithstanding negotiation of checks representing deposits of payments for Vendor Space.

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Vendor Signature / Date

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Vendor Name / Title (PLEASE PRINT)

- 4. SUBMISSION OPTIONS for Vendor Application:** Completed Vendor Applications and booth fees may be MAILED to:

KCrush America Magazine  
512 N. Hampton Rd. #306  
DeSoto, Texas 75115  
Attn: November Event Coordinator

If you prefer to pay via PayPal, please send funds to [wakeupand@aol.com](mailto:wakeupand@aol.com)

# SPECIAL OFFER



KCrush America would like to extend an invitation to select vendors to gain early access to our very special event next summer. **Hallyu Festival & Conference** will feature performances by amazing Asian stars, art, delicious food, pop culture, and much more. **Hallyu Festival & Conference** aims to raise awareness for Asian culture while offering a fun experience for people of all backgrounds.

Vendors who complete applications for BOTH the "I Can Sing" Album Promo event AND **Hallyu Festival & Conference** will

receive Preferred Booth location and a discount in booth fees.

Please complete the following form in addition to the "I Can Sing" Vendor Application to reserve your spot at **Hallyu Festival & Conference** next July.

## **Hallyu Festival & Conference** Vendor Booth

Reduced price for BOTH events is \$300. Registration must be received by August 31, 2015.

Booth fees are due in full upon reservation of space. \$100 of payment is NON REFUNDABLE and cannot be used toward future credit. Show Management has the right to revoke this contract if any balance is past due.

Booth space is for ONE company and is not to be shared. Only ONE company is allowed per booth. However, ONE company may occupy TWO attached spaces.

Booth(s) requested: \_\_\_\_\_ Amount Due per Booth: \$ \_\_\_\_\_  
Total Amount Due: \$ \_\_\_\_\_

BOTH this form for Hallyu Festival & Conference, AND the "I Can Sing" Album Promo Event must be received with full payment of \$300 to qualify for discounted pricing and Preferred Booth location.



**Terms and Conditions for Vendors at "I CAN SING" Album Promo Event**

**1. Defined Terms**

The term "Event" means "I CAN SING" Album Promo presented by KCrush America Magazine, currently scheduled to be held on November 7, 2015 ("Event Date") at the Hilton Anatole Hotel ("Exhibit Facility"). The Event is owned, produced and managed by KCrush America Magazine. As used hereinafter, the term "Show Management" means, collectively, KCrush America Magazine and its officers, directors, agents, affiliates, representatives, employees and assigns, unless context requires otherwise. The term "Vendor" means, collectively (i) the undersigned company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Show Management in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

**2. Contract Acceptance**

This contract shall become binding and effective when all of the following has been fulfilled: (1) it has been signed by Vendor, (2) Vendor's application has been approved by Show Management, and (3) Vendor's payment has been received by Show Management.

**3. Assumption of Risks; Releases**

Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, harm, damage or injury to the person (including death), property, business or profits of Vendor, whether caused by negligence, intentional act, accident, act of God or otherwise. Vendor has responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Show Management nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Show Management nor the Exhibit Facility shall be liable and Vendor hereby fully and forever release and discharge the Show Management and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross claims, counterclaims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Vendor's participation and/or presence in the Event. Vendor acknowledges that there possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Vendor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

**4. Indemnification**

Vendor shall on a current basis, indemnify, defend (with legal counsel satisfactory to Show Management in sole discretion) and hold Show Management and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, result from or arise out of or in connection with (a) Vendors' participation or presence at the Event; (b) any breach by Vendor of any agreements, covenants, promises or other obligations under contract; (c) any matter for which Vendor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; any libel, slander, defamation or similar claims resulting from the actions of Vendor; (f) harm injury (including death) to Vendor; and (g) loss or damage to property or the business or profits Vendor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Vendor shall not settle or compromise any claims against Show Management without Show Management's prior written consent.

**5. Limitation of Liability**

Under no circumstances shall Show Management or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Show Managements maximum liability under any circumstance exceed the amount actually paid to Show Management by Vendor for exhibit space rental pursuant to this contract. Show Management makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.



**6. Qualifications of Vendor**

Show Management, in its sole discretion, shall have the right to determine whether a prospective Vendor is eligible to participate in the Event. Show Management reserves the right to restrict or remove any exhibit which Show Management, in its sole discretion, believes is objectionable, inappropriate, or illegal.

**7. Assignment of Space**

Exhibit space shall be assigned by Show Management in its sole discretion for the Event and for the Event only. Any such assignment does not imply that similar space will be assigned for future events by Show Management. Show Management reserves the right to change the floor plan or to move a Vendor to another booth location prior to or during the Event if Show Management in its sole discretion determines that to do so is in the best interest of the Event.

**8. Payments**

Unless otherwise specified in this Agreement, all payments for booth reservations are non-refundable.

**9. Cancellation by Show Management**

If Vendor fails to make a payment required by this contract in a timely manner, Show Management may terminate this contract immediately (and Vendor's participation in the Event) without further notice and without obligation to refund monies previously paid. Show Management reserves the right at its discretion to refuse Vendor permission to move in and set up an exhibit if Vendor is in arrears of any payment due to Show Management. Show Management is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor from any liability hereunder. Show Management may also terminate this contract effective upon written notice of termination if Vendor breaches any of its obligations under the contract without any obligations, expressed or implied, on Show Management's part to refund any payments previously made and without releasing Vendor from any liability arising as a result of or in connection with such breach. If Show Management removes or restricts an exhibit which Show Management considers to be objectionable or inappropriate, no refund will be due Vendor.

**10. Cancellation of the Event**

If Show Management cancels the Event due to circumstances beyond the reasonable control of Show Management (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) Show Management shall refund to each Vendor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Show Management's liabilities to Vendor. Show Management reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Show Management changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Vendor; provided however, Show Management shall assign use of such space to Vendor pursuant to the terms of this contract. If Show Management elects to cancel the Event other than for reasons previously described in this paragraph, Show Management shall refund to each Vendor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Show Management to Vendor.

**11. Exhibit Space Occupancy**

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by Show Management. Vendors will receive complete instructions for installation and dismantle when application is approved.

**12. Included With Booth**

(1) 6' draped table, two (2) chairs and wastebasket will be provided with each booth rental.

**13. Listings and Promotional Materials**

By Vendor's participation in the Event, Vendor expressly grants to Show Management a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names and product names of Vendor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Show Management promotional materials. Show Management shall not be liable for any errors in any listing or descriptions or for omitting any Vendor from the directory or other lists or materials. Vendor agrees that Show Management may also take photographs of Vendor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any Show Management promotional purpose.



**14. Care of Exhibit Facility**

Vendor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Vendor. Vendor agrees that no food or drink may be sold by Vendor in the Exhibit Facility or otherwise. Show Management reserves the right to cause Vendor to immediately cease all distribution of food and drink, even free samples, at Show Management's sole discretion.

**15. Taxes and Licenses**

Vendor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Texas law requires an 8.25% sales tax be charged on purchases made inside the state, and inside the city of Dallas. We require a copy of your tax license on file. Tax may be collected by the State Comptroller at the show. If you engage in business in Texas and you sell or lease tangible personal property or provide taxable services in Texas to customers in Texas, and/or you acquire tangible personal property or taxable services from out-of-state suppliers that do not hold a Texas Sales or Use Tax permit, you must complete Form AP-201. Additional information is available online at: [www.window.state.tx.us/taxinfo/sales/](http://www.window.state.tx.us/taxinfo/sales/) or by calling 1-800-252-5555.

**16. Copyrighted Materials**

Vendors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**17. Observance of Laws**

Vendor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Vendor shall construct its exhibits to comply with the Americans with Disabilities Act.

**18. Additional Terms and Conditions**

Show Management has sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by Vendor shall be deemed fully earned and non-refundable at the time of payment. Vendor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Show Management in its sole judgment may refuse to consider for participation in future events held by Show Management a Vendor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of Show Management. Vendor may not assign this contract or any right hereunder nor may Vendor sublet or license all or any portion of its exhibit space without the prior written consent of Show Management, which consent shall be in Show Management sole discretion.

**19. Incorporation of Rules and Regulations**

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Show Management in its sole discretion. Show Management may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Vendor. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Vendor shall observe and abide by additional regulations made by Show Management as soon as these additional rules or regulations are communicated to Vendor.

**20. Character of Displays**

All exhibits shall display products or services in a tasteful manner as determined in Show Management's sole discretion. Vendors may not conduct business activities in a manner that interferes with easy navigation in front of the Vendor's booth(s). Demonstrations and sales activities are to be conducted primarily within the Vendor's designated booth space. No signs or decorative materials may protrude into the space or encroach upon neighboring booths. No obstruction may be placed in any passageways, lobbies, or exits that lead to a fire extinguishing device.

**21. Booth Personnel**

Vendor booth personnel shall be restricted to employees of the Vendor or other authorized representatives of Vendor, as approved by Show Management, who are actually staffing the booth during move-in, show opening, and/or move-out hours. All personnel shall wear proper badge identification, as provided by Show Management, which shall be prominently displayed. Personnel shall also have proper corporate identification available for viewing by request from Show Management. Any clothing with logos worn by personnel, must relate to Vendor's company. Show Management shall have the right to limit the



number of Vendor personnel in any booth. Any firm or organization not officially assigned booth space will not be permitted to engage in any activities within the Exhibit Facility unless authorized by Show Management.

## **22. Sound Advertisements and Excessive Noise**

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. The noise level must not disrupt the activities of neighboring Vendors. Vendors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Show Management reserves the right to determine sound interference with others and Vendor shall comply with any request by Show Management to discontinue any such sound or music.

## **23. Right to Select Vendors**

Show Management has sole discretion over selection of Vendor vendors, and may deny any booth applications for any or no reason whatsoever.

## **24. Artist Related Merchandise**

Sales of any artist related merchandise by Vendor without a proper license is strictly prohibited, and Show Management has the right to suspend such sales and/or close Vendor's booth with no recourse to Vendor in the event that such unlicensed sales are discovered. Vendor must at all times have documentation evidencing such licensing rights, and shall provide such documentation to Show Management upon request. Furthermore, Show Management reserves the exclusive right to sell official merchandise related to artists performing at Event.

## **25. Prohibited Items**

Show Management reserves the right to deny sale of items that have not been listed on the application. All materials including bumper stickers, greeting cards, phone cards, t-shirts, posters, etc., which contain profane language, nudity or adult content, obscene images, firearms, explosives or illegal drug related images will not be permitted.

## **26. Prohibited Vendor Actions**

Vendors may not photograph or videotape any product, material, or booth other than Vendor's own. Any photography in the exhibit area must be pre-authorized by Show Management. Vendors may not examine, tamper with, or remove materials from any booth other than Vendor's own. Vendors agree not to participate in activities that are disruptive to other Vendors and/or attendees during the Event.

## **27. Rights of Offset; Enforcement**

In the event Vendor is indebted to Show Management, whether or not such indebtedness arises from this or any other agreement, Show Management shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Vendor to such other indebtedness in the event legal action is filed by Show Management to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

## **28. Insurance**

Vendors are advised to carry appropriate insurance to cover any materials against damage and/or loss, and public liability insurance against any injury to persons and/or property of others. Show Management does not accept responsibility or liability for any loss or damage to person or property by Vendor in the Exhibit Facility.

## **29. Additional Terms and Conditions**

Show Management will be providing to Vendor from time to time additional materials that will specify additional terms and conditions for Vendor's participation and/or presence at the Event. Such additional terms and conditions are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. Vendor hereby agrees that all information containing terms and conditions provided to Vendor by Show Management shall be deemed fully read and understood by Vendor and that Vendor shall be bound by all the terms and conditions contained herein and therein.

## **35. Vendor Parking**

There is NO complimentary parking at the Hilton Anatole. No discount or parking passes will be issued. Self-Parking rates are listed below (all rates are plus tax): 0-4 hours \$13 // 4-8 hours \$18 // 8-24 hours and overnight \$21





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I have read and fully understand the foregoing terms and conditions, and agree to abide by them.

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Company Name

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Signature

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Print Name

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Date