

# Exhibitor/Sponsor Contract



June 28<sup>th</sup>-30<sup>th</sup>

2019

Gaming & Entertainment  
Experience Convention

Dulles Expo Center  
4320 Chantilly Shopping Center · Chantilly, VA 20151

(540) 369-3144  
Marketing@FIADEntertainment.com  
www.GEXConvention.com

Brought to you by:  
**FIAD**  
Entertainment Group, LLC.

# Exhibitor/Sponsor Contract

## Space Assignment Process

Booth Assignments will be available on a first-come, first-served basis. FIAD Entertainment Group, LLC (FEG) makes every effort to accommodate your preferred location but does not guarantee or promise a specific space.

## Cancellation Policy

a) The Exhibitor/Sponsor (“Client”) shall have the right to cancel this license agreement by notice in writing to be delivered to FEG no later than sixty (60) days preceding the opening date of the Event. All deposits received by FEG up to the date of notice of cancellation are non-refundable and nontransferable. In the event that the Client (i) notifies FEG less than sixty (60) days preceding the opening date of the Event that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Event; FEG reserves the right to (iv) cancel this license agreement without notice and all rights of the Client hereunder shall cease and terminate; (v) retain any payment made by the Client as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Client for payment of the full cost of the sponsorship originally licensed from FEG.

b) If the Client violates or breaches any other terms or conditions of this license agreement, all payments made by the Client and all amounts due to FEG shall be deemed earned by FEG and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this license agreement, FEG shall have the right to immediately occupy the space of the violating and/or breaching Client and utilize it in any manner as FEG deems appropriate, including, but not limited to, re-licensing its use to another client. The Client shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another client in the Event.

## Floor Plan

A preliminary floor plan is available in the prospectus. FEG reserves the right to rearrange the floor plan at any time and to relocate clients if it becomes necessary for causes beyond the control of FEG or is advisable in the best judgment of FEG. FEG will notify clients prior to relocation of exhibit space. Please note the included floor plan does not reflect currently reserved booth space.

## Staffing of Exhibits

FEG grants complimentary Exhibit Hall badges as stated in the package selected. Additional badges are available at additional cost. Exhibits must be staffed and operational during all scheduled exhibit hours.

## Exhibit Hall Badges

Clients must check in and obtain their badges from the Exhibitor Registration Desk on-site at the Dulles Expo Center. Without badges, clients cannot enter the Exhibit Hall. Exhibitor badges allow access to the Exhibit Hall during installation, dismantling and all exhibit hours.

## Non-Profit Exhibit Space Fees

A non-profit exhibit fee is available to qualified organizations and is limited to non-profit organizations, IRS tax code 501(c)(3) or 501(c)(5) and/or as approved by FEG.

## Terms and Conditions

As a condition for exhibiting/sponsorship, each client shall agree to observe all stated policies in this contract and those imposed by the Vendor Liason. FEG reserves the right to refuse exhibit space to any applicant at its sole discretion. Clients or their representatives who conduct themselves in an unprofessional manner may be dismissed from the Exhibit Hall without refund or appeal. FEG reserves the right to amend any and all rules and regulations at any time.

# Additional Rules and Regulations

## Combination of Exhibit Space

Two or more firms may not exhibit in a single space without prior approval from the FEG Vendor Liaison.

## Booth Operations

Clients should not operate in a way that violates the rights of another client. Clients may not obstruct the view or interfere with the traffic of other clients. General promotion, demonstration and distribution of literature/samples must take place inside your assigned booth. Exhibit areas should be kept clean and in good order. No part of any exhibit, or related signs, shall be posted, nailed or otherwise attached to columns, walls, floors or other parts of the building or its furniture, in any way to deface them. The client is liable for damage from failure to observe these rules.

## Selling of Products or Services

Clients may display products that they have manufactured. Clients electing to take orders must do so in a manner consistent with the professional nature of the exhibit and all applicable laws.

## Sound Restrictions

No equipment or voice-reproducing machines can be operated in such a manner as to cause a disturbance to other clients. Earphones should be provided, or such devices should be enclosed in a special soundproof booth. FEG reserves the right to determine when sound is interfering with another exhibit and must be discontinued.

## Photography and Videotaping

The taking of photographs, other than by the official photographer, is expressly prohibited without the approval of the vendor liaison.

## Third-Party Representatives

Any agency representing a technical or professional client must submit their client's name, contact information, address, telephone and fax numbers, signature and title with application.

## Liability, Security and Insurance

Clients must make provisions for safeguarding their display and property at all times. General guard service will be provided by FEG for the exhibition period, but FEG, the guard service and the Dulles Expo Center will not be responsible for the loss of any material by any cause. The client assumes entire responsibility and hereby agrees to protect, indemnify, defend and save FIAD Entertainment Group, LLC and the Dulles Expo Center and its employees and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by the client installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the gross negligence of FIAD Entertainment Group, LLC and the Dulles Expo Center and its employees and agents, or by acts of God, or by other events beyond the control of FIAD Entertainment Group, LLC.

In addition, the client acknowledges that FIAD Entertainment Group, LLC and the Dulles Expo Center do not maintain insurance covering the client's property and that it is the sole responsibility of the client to obtain business interruption and property damage insurance covering such losses by the client. A copy of the client certificate of insurance confirming a minimum coverage of \$1,000,000 aggregate and naming FIAD Entertainment Group, LLC as an additional insured on the insurance certificate may be required.

FIAD Entertainment Group, LLC and the Dulles Expo Center shall obtain and keep in force during the term of the installation and use of the exhibit premises policies of Comprehensive General Liability Insurance and Contractual Liability Insurance insuring and specifically referring to contractual liability set forth in the foregoing paragraph hereof, in amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

# Additional Rules and Regulations (Continued)

## Indemnification

The Client agrees to indemnify and hold harmless FEG and the Dulles Expo Center, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (a) its occupancy of the exhibit space and/or its environs, (b) the use of equipment or devices furnished to or used by the Client or other persons in connection with the Event, and (c) personal injuries, death, property damages or any other damage sustained by the Client, FEG, the Dulles Expo Center, Event sponsors or a visitor to the Event and their respective directors, officers, agents, representatives and employees or those for whom the Client is responsible in law.

## Force Majeure

In the event that (a) the facility in which the Event is to be held or is held is destroyed or becomes unavailable for occupancy or (b) FEG is unable to permit the Client to occupy the facility or the space, or (c) if the Event is cancelled or curtailed, for any reasons beyond the control of FEG, Including but not limited to: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott; monies paid are non-refundable with no exchanges or transfers, FEG will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Client may suffer.

## Miscellaneous

a) Waiver by FEG of any breach of any term or provision of this license agreement by the Client shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof. b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto. c) All fire, safety, and building regulations must be strictly followed. d) Clients are responsible for the removal of all materials at the conclusion of the show. e) This license agreement shall be governed by and construed in accordance with the laws of Virginia.

## Cancellation of Event

Upon execution of the Exhibitor/Sponsor Application & Contract Acceptance, it is mutually agreed that in the event of cancellation of the event due to fire, strikes, governmental regulations or causes that would prevent its scheduled opening or continuance, then and thereupon this agreement will be terminated and FEG management shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and previous commitments.

## Contact Us

FIAD Entertainment Group, LLC  
1120 International Parkway  
Suite 109  
Fredericksburg, VA 22406  
(540) 369-3144  
[Marketing@FIADEntertainment.com](mailto:Marketing@FIADEntertainment.com)