



PINBALL EXPO 2019 VENDOR BOOTH GUIDELINES

1. Defined Terms

The following are the terms and conditions for becoming a vendor at the 2019 Pinball Expo. The term "Event" means Pinball Expo, currently scheduled for October 16-19 ("Event Dates") at the Westin 601 N. Milwaukee Avenue, Wheeling, IL 60090 ("Exhibit Facility"). The Event is owned, produced and managed by Pinball Expo LLC. As used hereinafter, the term "Organizer" means, collectively, Rob Berk, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Vendor" means, collectively the company, any other business entity, or person that applied for vendor space rental and agreed to enter into this contract upon acceptance by Pinball Expo in the manner stated below and 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 only when it has been signed by vendor.

3. Assumption of Risks; Releases

Exhibitor 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, loss, 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 sole responsibility for their property or any theft, damage or other loss to such property. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Organizer nor the Exhibit Facility shall be liable for, and the Vendor hereby fully and forever release and discharge the Organizer 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, counter-claims, 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 is a 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 it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

4. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ORGANIZER 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 OR OMISSIONS WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZERS MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO PINBALL EXPO BY THE VENDOR'S FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT.

Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

5. Indemnification

Vendor shall on a current basis, indemnify, defend and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with the Vendors' participation or presence at the Event; any breach by the Vendor of any agreements, promises or other obligations under this contract; any matter for which the Vendor is otherwise responsible under the terms of this contract; any violation or infringement of any law or ordinance or the 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 the Vendor; harm or injury (including death) to the Vendor; and loss or damage to property or the business or profits of the Vendor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. The Vendor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

6. Assignment of Space

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

7. Qualifications to be a Vendor

Pinball Expo, in its sole discretion, shall have the right to determine whether a prospective Vendor or person is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. Pinball Expo reserves the right to restrict or remove any Vendor or person which Pinball Expo, in its sole discretion, believes is objectionable or inappropriate. Only Vendors with products and/or services relating to Coin-Operated Arcade Gaming or other related popular culture items are eligible to vend. No adult or objectionable materials may be displayed or sold, as this is a family event.

8. Cancellation by Vendor

Cancellation: Generally, partial cancellation of booth space is not permitted, any partial cancellation must have the prior written consent of Pinball Expo, which consent shall be in Pinball Expo's absolute discretion. Vendors who cancel space more than 61 days prior to the show will receive a full refund, less \$50. Cancellations between 31 – 60 days prior to the show will receive a 50% refund. **NO REFUNDS WILL BE GIVEN FOR CANCELLATIONS MADE 30 DAYS OR LESS BEFORE THE EVENT.**

9. Cancellation by Pinball Expo

If a Vendor fails to make the payment required by this contract before the event date, Pinball Expo may terminate this contract immediately (and Vendor's participation in the Event) without further notice and without obligation. Pinball Expo reserves the right at its discretion to refuse a Vendor permission to move in and set up an exhibit if the Vendor has not paid, Pinball Expo 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 the Vendor from any liability hereunder. If Pinball Expo removes or restricts an exhibit which Pinball Expo considers to be objectionable or inappropriate, no refund will be due Exhibitor. Pinball Expo may also terminate this contract effective upon written notice of termination if the Vendor breaches any of its obligations under the contract without any obligations, expressed or implied, on Pinball Expo's part to refund any payments previously made and without releasing the Vendor from any liability arising as a result of or in connection with such breach.

10. Cancellation of the Event

If Pinball Expo cancels the Event due to circumstances beyond the reasonable control of Pinball Expo (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) Pinball Expo shall refund to each Vendors its exhibit space rental payment previously paid, minus a share of costs and expenses

incurred, in full satisfaction of Organizer's liabilities to the Vendor. Pinball Expo reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Pinball Expo changes the name of the Event, relocates the Event to another event facility 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 the Vendor; provided however, Pinball Expo shall assign use of such space to the Vendor pursuant to the terms of this contract.

11. Vendor Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by Pinball Expo. If a Vendor fails to install its display in its assigned space by one hour before show opens or leaves its space unattended during the Exhibit hours, Pinball Expo shall have the right to take possession of the space and no refund will be due to Vendor. All exhibits must be open for business during the Event hours. Vendors may not dismantle the display until the Event is officially closed by Pinball Expo. Vendors may not assign their display space to third parties without prior written approval from Pinball Expo.

12. 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.

13. Taxes and Licenses

Vendors shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Vendors shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

14. Observance of Laws

Vendors 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, the Vendors shall construct its exhibits to comply with the Americans with Disabilities Act.

15. Additional Terms and Conditions

Pinball Expo 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. The 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, Pinball Expo in its sole judgment may refuse to consider for participation in future events held by Organizer 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 Pinball Expo. 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 Pinball Expo, which consent shall be in Pinball Expo's sole discretion.

16. 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 Pinball Expo in its sole discretion. Pinball Expo 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 the Vendor. Vendors shall observe and abide by additional regulations made by Pinball Expo as soon as these additional rules or regulations are communicated to the Vendor.

17. Copyrighted Materials

Exhibitors 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.

18. Listings and Promotional Materials

By Vendor's participation in the Event, Vendor expressly grants to Pinball Expo a fully paid, perpetual non-exclusive 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 Pinball Expo promotional materials. Pinball Expo 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 Pinball Expo 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 Pinball Expo promotional purpose.

19. Character of Displays: Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind, and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in Pinball Expo's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of Pinball Expo. No signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of Pinball Expo.

20. Fire and Safety Laws

Federal, state, and city laws and Exhibit Facility rules and regulations must be strictly observed