

## EXHIBITOR APPLICATION September 11 - 13, 2020

Oregon Convention Center | Portland, OR

Company Name	C	ontact	Name	
Address	City		State	Zip
Phone Alternate Phone	<u> </u>	mail		
	On Site		CT Name O	IN Site Contact Cell
Describe Company / Merchandise:			Placement notes:	e in or close to the requested location, Jaranteed.
<b>10x10 Exhibitor Booth</b>	ated pricing, full payment o equests for cancellations m all print advertising, reserv	f the total o oust be in w ations will	cost is due at the time of application riting. In the event of conflicting re	95 Qty Total 95 \$ 95 \$ 95 \$ 10 \$
Exhibit placement requests by Exhibitor are not final. Final placement of Booth + Package/Add-Ons Total	lf payin Checks	g by credi payable t -	o: LeftField Media are also ac	card number and info below: cepted. expiration security code
Signature Iffice Use Only	Printed Na	ne		Date
Booths are not reserved without payment in full. Placement requests will be handled in the order in which they are received. Please email your completed application to your rep or mail it to:	LeftField Media 35 Nutmeg Drive Suite 125 Frumbull, CT 0661			' j <u>avino@leftfieldmedia.com</u> 8-8619 <u>nalani@leftfieldmedia</u>

 CONTRACT: This Application, Properly Executed by applicant (Exhibitor), shall, upon written acceptance by LeftField Media, LLC (herein after called Show Management), constitutes a valid and binding contract.

2. ASSIGNMENT OF SPACE: It is understood by Exhibitor that space will be assigned to Exhibitor by Show Management at Show Management's sole discretion. Show Management assumes no responsibility whatsoever for exhibitor's goods, products or fixtures before, during or after the show.

Exhibit space is made up of either 100 sq ft. (10'x10') booths, which can be added together to create a larger exhibit space or a skirted artist table. Show Management agrees to provide with first booth space: one 8' skirted table, exhibitor badges, chairs, company sign, and wastebasket (additional booth(s) will receive an additional table and badges). Please see Page 1 of this application for details for the specific LeftField Media event for which you are applying. Electricity, Internet, and other services/utilities are not included with exhibit space, and must be ordered from the official contractor of the venue. Exhibit booth placement is not guaranteed, but Show Management will act in good faith when possible to accommodate requests and make as few changes as possible after the event diagram has been released. Exhibitor agrees not to use any area outside of their designated exhibit space for sales, storage, display, or advertisement, and to be respectful of their neighboring Exhibitors. Exhibitor agrees to keep exhibit space clean and presentable during the Event. Exhibits must remain whole until the event has ended

Items to be advertised or sold should be appropriate for the theme of the Event. Show Management reserves the right to refuse exhibit space at its discretion to Exhibitors or items that do not fit the theme of the Event.

\*Exhibitor badges will be allotted based on the number of booths. 4 badges for the first booth. 2 badges thereafter with a max of 16. Total based on number of booths.Badges are for exhibitors and their employees, and may not be sold, traded, or given away for any other purpose. Exhibitor badges do not guarantee entrance to all Event activities. Exhibitors may have the opportunity to purchase tickets to separately-ticketed functions.

3. PAYMENT OF FEES: Full payment for the booth is required by Show Management with the application, which, upon acceptance, shall be non-refundable except under conditions stated in section (4) below. Acceptance of deposited fees does not guarantee exhibit space at the show. There will be a Thirty (\$30) dollar service charge for all checks returned by the bank.

4. CANCELATION POLICY: Policy for written cancellations will be governed as follows (effective date of cancellation is upon receipt by Show Management): A cancellation fee of 50% of total exhibition space will be applied for cancellations 90 days or more prior to the show. A cancellation fee of 100% of total exhibition space will be applied for cancellations and or fetund shall be due nor can it be rolled over to future events. Show Management will implement an additional \$250 Administrative Fee for every contracted booth that is cancelled less than 90 days prior to the show. Exhibitor space is not confirmed or guaranteed until payment is made in full. Payments cannot be applied to other LeftField Media Events nor can it be rolled over to a future year.

5. DEFAULT: A. Failure on the part of Exhibitor to meet payment deadlines as required herein shall entitle Show Management, at its election, to terminate this contract and retain all fees previously paid to Show Management, B. It is further understood that in the event of cancellation by Exhibitor, Show Management shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation of refund to Exhibitor, except as provided in (4) above. C. Show Management reserves the right to prohibit, close, correct, remove or eliminate any exhibit or display or any part thereof including signs, printed matter, souvenirs, visuals and catalogs or any conduct, action, noise or activity which, in Show Management's corrective response is specifically covered in this contract or in the Rules & Regulations for Exhibitors and incorporated herein (the "Rules"). Show Management's rights as set forth in 5(C) include, without limitation, the cancellation of this lease, the closing of Exhibitor's exhibit or display of the Exhibitor's merchandise. In exercising its rights under this paragraph, Exhibitor agrees that Show Management shall have no liability whatsoever to Exhibitor.

D. Failure on the part of Exhibitor to set up booth space or fail to notify Show Management that Exhibitor cannot set up booth space by 60 minutes prior to the start of the event shall result in the forfeiture of exhibitor space and Show Management has the authority to occupy or relocate the space without releasing Exhibitor from any other terms of this agreement, or entitling Exhibitor to any refunds of payment. Show Management at its sole discretion shall attempt to contact Exhibitor prior to forfeiture of space but is not obligated to so do. In the event that Exhibitor arrives after booth space has been forfeited, Show management shall make every reasonable attempt to reassign Exhibitor booth space within the show.

6. RULES & REGULATIONS FOR EXHIBITORS: The exhibitor shall abide by the Rules, together with any amendments thereto adopted by Show Management from time to time of which Exhibitor shall receive notice. Under unusual circumstances, and at its own discretion, Show Management may also make specific exceptions to or changes in, the Rules without necessarily establishing a precedent or applying the modification beyond the specific case involved. Show Management shall have final authority as to the interpretation of the Rules, and their application, and shall have the authority to establish penalties in the event of Violations.

Booth Representatives. Booth representatives shall always wear badge identification furnished by LeftField Media, LLC. LeftField Media may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open, as well as during setup and take-down.

Performance of Music and Sound Regulations. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to LeftField Media, LLC that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless LeftField Media, LLC from any damages or expenses incurred by LeftField Media, LLC due to Exhibitor's use or authorization of use of such music. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. LeftField Media, LLC reserves the right to determine the placement and acceptable sound level of all such devices, and may determine at what point sound constitutes interference with others and must be Discontinued.

**Personnel and Attire.** LeftField Media, LLC reserves the right to determine whether the character and/or attire of booth personnel are acceptable for attendees

7. SUBLETTING PROHIBITED: Subletting, licensing or sharing of space by Exhibitor, or use of space assigned to Exhibitor by anyone other than Exhibitor, is expressly prohibited. Exhibitor shall not display signs, issue literature, exhibit or permit to be exhibited in the space allotted to it any merchandise other than specified in the exhibit contract. Violation of the terms of this paragraph will result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.

8. SELLING POLICIES: Exhibitor agrees not to sell bootleg or counterfeit merchandise of any kind. Exhibitors possessing or selling bootleg/counterfeit materials do so at their own risk, and may be asked to leave or to cease sale of said materials. Exhibitors are responsible for collection and payment of Sales Tax related to merchandise sold at their exhibit space, and shall obtain any licenses, permits, identification numbers, or approvals under federal or local law applicable to its activities during the Event at its sole expense. Weapon sales of any kind are not allowed, including all metal weapons, including but not limited to swords. knives or other bladed weapons. Foam weapons are allowed. Please contact LeftField Media before the show to verify the allowance of specific items. Any product mature, adult, or otherwise 18+ in nature must be displayed separately or covered when in public view. All booths must remain fully intact until the official close of show for the benefit of the buyers. Violations of the terms of this paragraph may result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.

LeftField Events are safe places. LeftField Media, LLC does not allow the sale of real weapons. This includes steel replica swords, knives, throwing stars or blades of any kind. Furthermore, items such as pepper spray, Tasers, and projectile weapons such as real arrows, cross bows, and blow guns are not allowed. If you are unsure if an item you intend to sell is banned from our event, please email info@"the event you are applying for".com with a description and/or picture of the item in question for determination.

9. RELEASE & INDEMNIFICATION: If the show or any part thereof is prevented from being held, is canceled by Show Management. or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause. Show Management shall determine and refund to Exhibitor its proportionate share of the balance or the aggregate exhibit fee received which remains after deducting expenses incurred by Show Management and reasonable compensation to Show Management, but in no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid. Neither Show Management nor any of its owners, officers, agents, employees and other representatives or advisors shall be held accountable or liable for, and the same are hereby released from, accountability or liability for any damage, loss, harm or injury to the person or any property of Exhibitor or any of its officers. agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect and hold Show Management and its owners, officers, agents, employees and other representatives or advisors harmless against any and all claims, demands suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature that might result from or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees, invitees, or other representatives.

10. COMPLIANCE: The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and or owners of the property wherein the show is held. It is further agreed that the Exhibitor will abide by and comply with the rules and regulations concerning local unions having jurisdiction in the property wherein the show is held or with authorized contractors employed by Show Management.

Care and Removal of Exhibits. LeftField Media, LLC will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by LeftField Media, LLC to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitor's Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, LeftField Media, LLC reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of LeftField Media's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to LeftField Media, LLC.

11. MISCELLANEOUS: You have provided your phone number and email to LeftField Media, LLC as part of the exhibitor application process. LeftField Media, LLC does not use customer lists for any activities not associated with our shows. Periodically, messages, containing information, updates and special offers about this or other LeftField Media, LLC Shows will be sent to you at this email. You will have the opportunity to be removed from these lists when/if you receive messages.

12. EXHIBITOR INSURANCE: Exhibitors are urged to obtain exhibition insurance through their own insurance company to cover their personnel, exhibit material and equipment for the duration of move-in, show days, and move-out including public liability, property damage, fire and theft, etc.

13. These Terms & Conditions supersede any and all previous negotiations, understandings, brochures, procedures, rules and practices that may have governed the conduct of the show. In signing this contract, Exhibitor acknowledges that there are no representations between Show Management and the Exhibitor other than those contained in this contract.