

# **Vendor Room Agreement - INFINITUS 2010**

## **July 15 - 18, 2010**

### **DEFINITION OF TERMS**

"Infinitus", "Infinitus 2010" or "**Conference**" refers to entire Infinitus 2010 event, set to take place from July 15 - 18, 2010.

"**Hotel Property**", "Royal Pacific Hotel" and/or "**Show Floor**" refers to the Loews Royal Pacific Resort at Universal Orlando.

"**HPEF**" refers to HP Education Fanon, Inc. ("**HPEF**"), the 501(c)(3) nonprofit that is putting on Infinitus 2010.

"**Union**" refers to any and all groups that may be employed by HPEF and/or the Hotel Property, either directly or indirectly.

"Vendor" is the entity named as designee for the Booth(s).

"**Show Space**" and/or "**Show Floor**" or "**Booth**" refers to the area where one or more dealers display their product or wares to the public

"TSE" or "Trade Show Electrical" refers to the Hotel's in-house electrical provider, Trade Show Electrical.

"**Dealer**" is anyone representing a company, individual or organization (as an employee, volunteers or agent) that obtains a space in Infinitus's Dealers Room.

"**Fees**" are charges from Infinitus, to the Dealer. These include the table booth fee.

"**Costs**" are charges from the Hotel Property, TSE and/or associated entities.

"**Bootleg**" merchandise is any item that is not welcome at Infinitus for sale, distribution, and giveaway, which may include, but is not limited to items that are not either licensed for sale by the original copyright holder, or otherwise permitted by copyright and trademark law.

"**Hotels**" refers to the Royal Pacific Hotel and any additional hotels contracted by Infinitus.

"**Liaison**" refers to Chair of Vendors for Infinitus.

"**Open to Attendees**" refers to those hours an attendee may visit the show floor.

"**Accessible to Dealers**" refer to those hours that the Dealers have access to the show floor

"**Drayage**" refers to the movement of show materials from shipping dock to booth for show set up and back to dock for return shipment at end of show.

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### **BOOTH SPACE**

Dealers who contract for a Booth ("Booth Vendor") will be provided with the following:

- i. One (1) 8' x 8' booth with following configuration:
  - Six to eight foot high back wall (Pipe and Drape)
  - Three to eight foot high side walls (Pipe and Drape)
  - One (1) twenty-four inch by six foot (24"x 6') table
  - Two (2) chairs

Dealers who contract for a Table ("Table Vendor") will be provided with the following:

1. One (1) twenty-four inch by six foot (24"x 6') table
2. Two (2) chairs

Specific location of booths inside the show space is not guaranteed.

All additional equipment, furnishings, and other requests are to be made directly to the Hotel.

If Dealer contracts with Hotel or its designees for or regarding any equipment, power lines, internet services, furnishings or other items not covered by Paragraph 2 of this Agreement, Dealer will likely incur additional Costs

The fee schedule for the booth are indicated on Attachment "A"

Booth requests will be processed only when the original signed Dealers' contract with the complete fee payment has been received by Infinitus and the payment method has cleared our financial institution.

Dealers may contact the Liaison by email ([vendors@Infinitus2010.org](mailto:vendors@Infinitus2010.org)) for confirmation of receipt of the contract and clearance of the payment.

Payment for show space must be received at the same time as the request form is received.

Booth Fees include two (2) Booth Staff Badges.

Each Dealer may purchase up to either (a) two (2) additional Booth Staff Badges per booth or (b) five additional Booth Staff Badges, whichever is smaller, at a rate of \$40 per Staff Badge.

An unlimited number of full registration memberships can also be purchased by each Dealer at the then-current registration price.

Dealer will keep their space clean and is responsible for any damage to the booth area.

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Infinitus reserves the right to make modifications to the show space assignments as necessary.

Dealer is allowed to configure their booth provided it does not extend beyond their assigned space or violate any other applicable provision of this contract.

Dealers' room hours are indicated in Attachment "A".

Infinitus reserves the right to change the Dealers' Room hours, but agrees not to change the Mandatory Hours after June 15, 2010.

A Booth Space may be requested.

Booth Space will not be guaranteed until July 14, 2010.

Requests for Booth Space are determined by the date the signed contract is received by Infinitus.

Payment for a Booth can only be handled by Cvent, the sole registration and credit card processing service used by Infinitus.

Registration can be accessed via <http://www.infinitus2010.org> - click the link to REGISTRATION

American Express, Visa and MasterCard are the only acceptable forms of payment.

### **DISPLAY REGULATIONS**

- i. All merchandise on display at the Booth Space will be rated no higher than the equivalent of PG-13; Dealers can sell DVDs, CDs and other media that are rated R or the equivalent thereof if the visibly displayed portions of said media are rated no higher than the equivalent of PG-13
- ii. Dealers must make sure that the decibels levels from sound producing systems are kept at the level of a normal conversation from a distance of ten (**10**) feet away from their show space.
- iii. The Liaison will be the final arbitrator for any disputes.
- iv. Dealer agrees to remain open at least 80% "**Open To Attendees**" hours of the show.
- v. No early breakdown is allowed without the prior consent of Infinitus; early breakdowns that are unauthorized may incur additional Costs.
- vi. Dealers may not nail, tack, staple, or otherwise fasten anything to ceilings, walls, pipe and drape, or other surfaces of the show space, except that Dealers can use wire, ties, tape and other non-permanent attachment methods on fabric.
- vii. Dealer must consult with the Hotel Property prior to hanging anything or posting anything outside of their Booth.
- viii. Dealers will be responsible for any incurred costs and/or damage.

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### **LABOR**

In order to conform to the rules and regulations of the Hotel property, Dealers may be required to use qualified personnel for all services including, but not limited to the following:

Electrical Service  
Plumbing Service  
Telephone Services  
The installation and dismantling of Booth Space  
Material and Freight Handling when shipped to the Hotel Property

The Hotel will be responsible for all Hotel Property related services within the confines of the Dealer Room and will provide the dealer with the necessary service, if requested, 30 days prior to the start of Infnitus.

The handling, placing or setting up of display merchandise does not require qualified personnel and may be done by the Dealer.

The stated booth fees do ***not*** include Hotel employees moving in the freight from the loading dock via a pallet to the assigned booth nor does it cover the movement of freight out of the booth.

The Dealer will be allowed to move their products into or out of the Hotel Property.

Any shipments delivered to and from maybe subject to Drayage fees from the Hotel Property.

The fees incurred for drayage are solely the responsibility of the Dealer and must be settled between Hotel and the Dealer.

Any outbound shipments at show close are subject to Drayage fees.

Outbound shipments to carriers (**e.g. UPS, FedEx, United, Yellow, etc**) must be handled by Dealer and the Hotel for insurance purposes.

### **REFUNDS**

No requests for refunds except in conjunction with cancellation of the Conference will be accepted after May 1, 2010; any request for a refund made before April 30, 2010 will result in a refund to Dealer of 50% of the Table Fee and/or Booth Fee. All refund requests must be submitted in writing.

In the event that the Conference is cancelled in whole and not rescheduled to take place within 120 days of July 18, 2010. HPEF will refund 50% of Vendor's Booth Fees on or before January 1, 2011.

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### SUBLETTING

Sharing or subletting is not allowed without prior written consent from Ininitus.

All requests for sharing or subletting must be made from the contracted Dealer, and must be received at least fifteen (15) days prior to the first day of the Conference.

Any person or persons found sharing or subletting without the prior written consent of Ininitus are subject to immediate expulsion from Ininitus.

### MERCHANDISE FOR SALE

Dealer agrees that all digital, printed or analog media sold is licensed for sale by the original copyright holder or licensee or otherwise authorized for sale and/or distribution.

There must be a tag or label with copyright information on to or attached to any digital, printed, audio or video media.

Suspect items will be reviewed on a case-by-case basis.

Failure to comply with this procedure may result in immediate expulsion from Ininitus.

All Dealers must provide receipts for customers who so request.

Dealers with a “**no refund**” policy must clearly display a sign large enough to be read from three feet from the outside of the booth; the “**no refund**” display sign should be prominently displayed, with the statement declaring the policy in English.

Dealers will not be allowed to verbally ‘**hawk**’ their merchandise.

Within the Dealers' Room, Dealers will not be allowed to advertise outside of their assigned Booth Space.

Dealers may approach the Liaison about making public announcements in the Dealers Room.

Within the Dealers Room, Dealers will not be allowed to advertise outside of their assigned booth space.

All Dealers interested in selling any weapons must receive prior clearance from Ininitus. Such clearance will be confirmed in writing and will be granted at Ininitus’ sole discretion; Dealers selling weapons must conform to all local, state and federal regulations, and all weapons are to be sold only to attendees eighteen (18) years or older, where the Dealer will conduct an identification check of a government issued identification card, showing the purchaser is eighteen (18) years or older. Blunt wands are not considered a weapon.

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### **SECURITY**

The doors to the show space will be locked for all hours that are outside of the listed “**Accessible to Dealers**” hours in Attachment “**A**”.

Dealers are wholly responsible for any theft or loss, regardless of fault or cause or negligence by any party of this contract during the “**Accessible to Dealers**” hours.

Infinitus agrees to provide one bonded security guard from at least 5:00 PM until at least 11:00 PM on July 15, 16 and 17.

### **PENALTIES**

Any violation of this contract by the Dealer will first result in a formal warning from Infinitus, unless otherwise specified.

Upon the third infraction the Dealer will be immediately expelled from Infinitus.

Being expelled may incur substantial Fees for the immediate removal of the Dealer's property from the Hotel Property.

The Dealer will be responsible for all fees or applicable Hotel Property Costs in the event of Dealer expulsion. There are no exceptions.

Any applicable Costs not paid at the time of being expelled will be billed to the Dealer within thirty (**30**) days of the end of the Conference.

### **MISCELLANEOUS**

This Agreement can be signed and scanned and emailed to vendors@infinitus2010.org, or sent to the mailing address provided below, please email vendors@infinitus2010.org to confirm receipt.

Dealers agrees to assume all risk, and to indemnify and hold harmless Infinitus, HPEF, the Hotel Property, its owners, their respective officials, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (**hereafter “the Indemnified Parties”**) from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with the use of leased premises by Infinitus or arising out of any act or omission of Infinitus, or any of its agents, contracts, representatives, patrons, guests or invitees.

The Indemnified Parties are not liable for any loss, injury, damage, or other expense that arises out of any act of omission by the Dealer.

Any damages or charges imposed for violations of any applicable laws or regulations by the Dealer are the sole responsibility of the Dealer.

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Anyone visiting, viewing or otherwise participating at the Dealer's booth is considered to be the invitee or licensee of the Dealer rather than the invitee or licensee of Infnitus.

Each Dealer is wholly responsible for any theft or loss that he or she suffers, regardless of fault or cause or negligence by any party of this contract.

The Indemnified Parties shall not be liable for any injury whatsoever to the person conducting or otherwise participating in the conduct of the booth or to invitees, licensees or guests of the Dealer.

Dealer assumes full liability for the actions or omissions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority.

In the event that the Hotel Property or any part of the show space therein is unavailable, whether for the entire Conference or a portion of the Conference, Infnitus, HPEF, and the Hotel Property will not be held liable for any losses.

Any loss may be due to, including, but not limited to, fire, natural disaster, acts of war or terrorism, acts of God, construction, labor dispute, riot, or circumstances outside of Infnitus's control.

Should Infnitus or the Hotel Property decide that because of any of the above events it becomes necessary to cancel, postpone, or re-site the show, reduce installation time, exhibit time, or move out time, Infnitus, HPEF, and the Hotel Property will not be held liable to the Dealer for any damage or loss, direct or indirect, arising as a result thereof.

Dealers acknowledge that neither Infnitus nor the Hotel Property maintains insurance covering the Dealers' property.

It is the sole responsibility of the Dealer to obtain insurance for their property. It is highly recommended, but not required.

There are no other agreements or warranties between the Dealer and Infnitus except as set forth in this contract.

The rights of Infnitus and HPEF under this contract shall not be deemed waived unless specifically stated in writing and signed by an authorized officer of HPEF.

This agreement is not to be construed as a joint venture, or to give power to either party to obligate the other in any other manner whatsoever other than what has been specifically stated in this contract.

Any civil action that Infnitus or the Dealer may bring against each other shall be adjudicated in the applicable Federal or State of Florida civil court located in the either Orange County (Orlando) or Miami-Dade County (Miami); either party can elect, instead, for arbitration, with

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respect to any controversy, claim or dispute arising out of or relating to this Agreement. The parties hereby agree that such dispute shall be referred to a binding arbitration, to be conducted in Miami-Dade or Broward Counties before a panel of three arbitrators. Each party shall choose one arbitrator, and the two arbitrators shall select the third arbitrator. Each of the arbitrators shall be an attorney (who need not be licensed to practice law in Florida). The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall bear her own expenses in connection with any such arbitration. The parties hereby agree that the decision of the arbitrators shall be binding and shall be fully enforceable as a judgment in any court of competent jurisdiction. Any judgment or award rendered by arbitration, as referenced above, may be entered in any court in Miami-Dade or Broward County, Florida.

Infinitus and the Dealer hereby waive all questions of jurisdiction and venue in order to give effect to this provision.

If any part of this contract is found to be invalid, it shall NOT invalidate the entire contract.

### **AMENDMENTS**

Infinitus shall reserve the right to make amendments to the provisions set forth in this contract.

In the event of such changes Infinitus will make every reasonable effort to notify Dealers within five (5) business days in writing.

Upon notification, if a Dealer does not agree to the amended terms they may file a request for refund of the Dealer registration fees within five (5) business days.



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**Infinitus 2010 Dealers Contract**

**Attachment "A"**

Authorized Signature:

By signing this contract, I hereby acknowledge that I have read and understood the above terms for Dealers at Infinitus 2010 and hereby agree to be bound by and comply with the terms of this Dealer's Contract.

I further acknowledge that failure to abide by these terms for Dealers at Infinitus 2010 may result in the loss of my Dealer's privileges without recourse or refund.

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Signature Date

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Print Name

Please send all documents to:

**HP Education Fanon**

**c/o Infinitus**

Kathryn Amitrano

5975 Shepherds Pond

Alpharetta, GA 30004

OR

vendors@infinitus2010.org

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**Schedule of Fees:**

*Contract Dates Fee and Contract Due Date*

DATES	PRICE PER BOOTH
August 1, 2009 to February 28, 2010	\$500.00
March 1, 2010 to June 30, 2010	\$700.00
At The Conference (if space is available)	\$1000.00
	PRICE PER TABLE
August 1, 2009 to February 28, 2010	\$200
March 1, 2010 to June 30, 2010	\$350
At The Conference (if space is available)	\$500

*Dealer Room Hours (as of July 1, 2008) will be considered STANDARD HOURS*

DATE	LOAD-IN/LOAD-OUT HOURS	PUBLIC HOURS

*Note: Dealers will have one (1) hour prior to and following the public hours to restock.*

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## Attachment "B"

### Infinitus 2008 Dealer's Response Form

<b>Name of Company:</b>	
<b>Business Phone #:</b>	
<b>Business Fax #:</b>	
<b>Business Address:</b>	
<b>Web Address:</b>	
<b>E-mail address:</b>	
<b>Seller's Permit #:</b>	

Names to be printed on the two badges provided per booth:

1.	
2	

How many extra badges do you require? (Badges are \$40 each)

Number of Extra Badges: \_\_\_\_ @ \$40.00 = \_\_\_\_\_

Note: All additional Dealer badges will state the name of the Dealer/Company Name only

<b>CVENT Confirmation #:</b>			
<b># of Booths:</b>		<b>Booth Assignment(s):</b>	
<b>Dealers Authorization:</b>			
<b>Finance Authorization:</b>			
<b><i>For Use by Infinitus Dealers Liaison Staff</i></b>			