

World Game Protection Conference and Expo
February 21-23, 2011
M Resort • Las Vegas, Nevada

CONDITIONS OF THE EXHIBITOR'S AGREEMENT

- 1. APPLICATION AND ELIGIBILITY** - Application for booth space must be made on the printed form provided by World Game Protection, Inc. (WGP), contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). Any such exhibitor, producer or supplier of equipment and other products or services whose proposed exhibit will enhance the WGPC and the purpose of the meeting or conference, and facilitate those purposes, may apply for booth space. WGP reserves the absolute right to reject any such application
- 2. AGREEMENT TO CONDITIONS** - Each exhibitor, for himself and his employees and agents, agree to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with WGP.
- 3. ASSIGNMENT OF SPACE** - Classification of exhibits and assignment of space will be determined by WGP based on the character of the proposed exhibits and individual requirements and preferences as to the location for each exhibitor. Once space has been approved by WGP, no exhibit will be moved except by the mutual consent of the parties.
- 4. PAYMENT** - Payment must accompany application to secure space.
- 5. INSURANCE** - Exhibitor and their agents shall obtain and keep in force during the term of the installation and use of the exhibit premises all appropriate insurance coverage including policies of general liability insurance, workers compensation, broad form property damage, independent contractor's coverage, and personal injury liability.
- 6. BOOTHS** - Standard booth equipment (back and side wall draping, and identification sign) will be provided by WGP without cost to the exhibitor if ordered in advance. If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths. No part of any display may be over eight feet in height unless prior approved. The back three feet of rented space may be occupied from the floor up to eight feet in height: the front of the rented space may be occupied from the floor up to 48 inches only.
- 7. CARE OF EXHIBIT SPACE** - The exhibitor must, at his expense, maintain and keep in good order his exhibit space for which he has contracted.
- 8. PROTECTION OF THE EXHIBIT FACILITY** - Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floor, or other parts of the hotel or convention hall exhibit area without permission of WGP and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of the hotel or convention hall manager or their assistants.
- 9. INSTALLATION AND DISMANTLING** - The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor for the conference. Such requirements shall be binding upon the exhibitor as though fully set forth herein. All displays must be in place and set up one hour prior to the official opening of the show. Space not occupied or set up by that time may be re-assigned or set up by the decorator at exhibitor's expense by WGP.
- 10. DEFAULT OCCUPANCY** - Any Exhibitor failing to occupy space contracted for is not relieved of the obligation to pay such space at the full rental price, and WGP, Inc. shall have the right to use such space as it seems fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by one hour before the official show opening.
- 11. ACCESS TO DISPLAYS** - WGP may from time to time promulgate such regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgment to be most practicable.
- 12. PERSONNEL** - Booth personnel are required to confine their activities within the exhibitor's booth space. All exhibitors participating in the WGPC are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibition and the conference.
- 13. USE OF SPACE** - Exhibits shall be shown only in the official exhibit area as established by WGP. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment, or information concerning services, or movies of such articles, equipment or services in private suites or rooms during the conference or convention, except in accordance with prior agreements between WGP. No exhibitor shall permit any other corporation or firm or its representatives to use the space allotted to him, nor shall he display articles not manufactured or sold normally by him. If an article of a non-exhibiting firm or business is required for the operation or display of an exhibitor's wares, identification of such articles shall be limited to the usual and regular name-plates, imprinting, or trademarks under which the article is sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be by written permission of WGP only, and shall be subject to an additional charge of 25% of the total cost per booth per day for each additional participant for the run of the conference.
- 14. DISTRIBUTION OF PRINTED MATTER, ETC.** - Neither exhibitor's nor non-exhibitor's shall distribute to the conference delegates printed matter, samples, souvenirs and the like, except from within rented space. Special distribution of such material elsewhere must be approved by WGP.
- 15. RESTRICTION ON SELLING** - No sales of any kind, whether for cash or on credit, whether for immediate or future delivery, and whether completed within or outside the exhibits area, shall be made during the exhibition by an exhibitor, or anyone on his behalf, nor shall any form of order taking be permissible without prior approval by WGP.
- 16. CONFLICTING MEETING & SOCIAL EVENTS** - In the interest of the success of the entire conference and exposition, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of exhibitors or attendees from the conference or exhibit hall during the official hours of the conference and exposition.
- 17. CANCELLATION OR RELOCATION OF CONFERENCE** - In the event of cancellation or relocation of the WGPC, due to circumstances within WGP direct control, the liability of WGP shall be limited to a refund of fees paid to WGP by the exhibitor. In the event WGP has no control over the cancellation or relocation of the conference, WGP shall have no liability of any kind but may in its discretion refund any deposit fees paid by the exhibitor.
- 18. CANCELLATION BY EXHIBITOR** - Should the exhibitor be unable to occupy and use the exhibit space contracted for and should he notify WGP in writing at least 60 days prior to the opening of the conference, all fees paid by the exhibitor, less the booth deposit fee will be refunded. No refund of any fees will be made if notice of cancellation is received less than 60 days prior to the opening of the conference. Sponsorship fees are non-refundable.
- 19. RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY** - WGP reserves the right to remove from the hotel or conference hall premises any or all of the property of the exhibitor should the conference be canceled or relocated or should the exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.
- 20. VIOLATIONS OF THE CONDITIONS** - Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement:
 - a. Use of a display of equipment, products or services which varies in any significant way from that which is normally used.
 - b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.
 - c. Failure to follow the procedures prescribed in Sections 1 through 19.
 - d. Failure to remove their property from the hotel or convention hall upon cancellation or relocation of the conference.

21. LIABILITY -

a. World Game Protection undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his officials, agents or employees, or for the protection of the property of the exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor. Any protection exercised by WGP shall be deemed purely gratuitous on its part and shall in no way be constructed to make it liable for any loss or inconvenience suffered by the exhibitor.

b. The exhibitor agrees to indemnify and hold WGP, M Resort and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.

c. WGP shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control.

22. REMEDIES -

a. General. In the event that the exhibitor violates any of the conditions of the Exhibitor's Agreement, WGP reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law.

(1). World Game Protection may order the exhibitor to remove his exhibit and personnel, or have them removed under the provisions of section 19. In these circumstances, no part of the exhibitor's fee will be returned.

(2). World Game Protection may refuse hereafter to enter into any agreement with the same or related signatory/exhibitor for any conference presented by WGP.

b. WGP in addition to all other remedies it is entitled to invoke under the terms of this Agreement, may require the exhibitor to pay to WGP as liquidated damages, and not as penalty, an amount equal to 100% of the exhibitor's fee where the signatory/exhibitor violates the restriction on selling set forth in section 15.

23. GENERAL PROVISIONS -

a. All modifications to this Agreement shall be in writing and signed by both parties

b. This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or memoranda between the parties.

c. This Agreement is intended to bind only the parties hereto and their corporate successors and may not be assigned by either party without the express written consent of the other.

d. Both parties to this Agreement are independent contractors and neither party is an agent, employee, joint venture, or partner of the other.

e. The laws of the state of Nevada shall govern this Agreement.