



## Artist's Application and Contract

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Name/ Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Description of product(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Website

\_\_\_\_\_  
Nevada Tax ID (if applicable)

\_\_\_\_\_  
Badge #1 First and Last Name

\_\_\_\_\_  
Badge #2 First and Last Name

The undersigned hereby authorizes LVL UP EXPO to reserve exhibit space for use by the above company or organization. The undersigned hereby acknowledges receipt of and agrees to abide by the General Terms and Conditions attached to this contract, and to all other conditions under which exhibit space is leased to LVL UP EXPO.

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Lvl Up Expo Rep Signature Date

### BOOTH DETAILS

- Includes two artist badges.
- 10ft x 10ft booth space.
- One 8ft x 3ft table with 2 chairs and full pipe and drape.  
Note: Artists are allowed to purchase up to one additional Artist badge for \$25

### PRICING

#### Early Bird Pricing by December 31<sup>st</sup>, 2016:

Booth: \$150 x	_____ = _____
Badges: \$25	_____ = _____
Electrical: \$100	_____ = _____
Add. 8ft x 3ft Table: \$35 x	_____ = _____

#### Regular Pricing (Starting January 1<sup>st</sup>, 2017):

Booth: \$200 x	_____ = _____
Badges: \$25	_____ = _____
Electrical: \$100	_____ = _____
Add. 8ft x 3ft Table: \$35 x	_____ = _____

Need additional items, have requests and/or questions? Please contact [artists@lvlupexpo.com](mailto:artists@lvlupexpo.com)

### PAYMENT

Applications will be reviewed and accepted- first come, first serve. Allow 5 business days for a confirmation email from [artists@lvlupexpo.com](mailto:artists@lvlupexpo.com). This email will provide you with **payment options**. If you do not receive an email within that time period contact email above right away!

Please indicate payment type:

- Check     
  CC Form     
  Eventbrite  
 Other \_\_\_\_\_

<b>TOTAL DUE:</b>	\$ _____
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### Please complete, sign, and send to:

Attn: RE: Lvl Up Expo Artist  
1650 E. Sahara Ave, Suite 2

Attn: RE: Lvl Up Expo Artist  
Fax: 1(702) 383-5109

Subject: Lvl Up Expo Artist  
Email: [artists@lvlupexpo.com](mailto:artists@lvlupexpo.com)

# LVL UP EXPO General Terms and Conditions

## 1. Licensed Space

The company and/or persons signing this contract shall be considered the 'Artist' and hereby licenses to the Artist, and the Artist hereby accepts the following license from LVL UP EXPO, subject to the terms and conditions of this Contract. LVL UP EXPO's will be held on May 12-14, 2017 and will be located at Cashman Center, 850 Las Vegas Blvd N, Las Vegas, NV 89101. The date and/or time may be changed at its sole discretion. Artists will be notified 2 weeks prior to any official amendments.

## 2. Binding Contract

This contract is considered binding when pages 1 and 4 are signed by both the Artist and a LVL UP EXPO Representative.

## 3. Payment

In order to be applicable for Early Bird Pricing, one hundred percent (100%) of the amount due must be submitted by dates listed for Early Bird Pricing on the first page along with signed contract. Regular pricing must be paid in full; one hundred percent (100%) must be submitted by dates listed for Regular Pricing on the first page along with signed contract. Any exception to this policy shall be at the sole discretion of LVL UP EXPO. The Artist must be paid in full before it is allowed to move into the Show.

## 4. Artist Cancellation

An Artist who elects to cancel their contracted space for any reason, 90 days prior to the scheduled event for LVL UP EXPO will receive a full (100%) refund of the amount charged; 90 to 30 days prior to the scheduled event for LVL UP EXPO will receive half (50%) refund; and 30 days or less the Artist will not be applicable to receive any refund.

## 5. Event Cancellation

If LVL UP EXPO cancels the event due to acts of God, terrorism, government emergencies, or unavailability of the center, refunds shall be paid after normal expenses of the event are paid.

## 6. Liability

LVL UP EXPO, its officers, directors, contractors, and employees, shall not be responsible for any injury or property damage suffered by Artist, their/its employees, invitees, guests or visitors unless caused by the intentional act of LVL UP EXPO. Artist does hereby indemnify, save and hold harmless LVL UP EXPO, its officers, directors, contractors and employees, from every claim for damages including, but not by way of limitation, every claim for bodily injury, personal injury (Including death), property damage, theft, or for loss of use of property, by whomever sustained, in any way arising from this Contract. Said indemnification shall include LVL UP EXPO attorney's fees and other costs.

Artist agrees that it will use and occupy the display space and use such other portions of the premises for the Show as it is herein given the right to use at its own risk and that

LVL UP EXPO shall have no responsibility or liability for any loss of or damage to fixtures or other property of the Artist, unless caused by LVL UP EXPO's intentional act. LVL UP EXPO shall not be responsible or liable to the Artist, or to those claiming by, through or under the Artist, for any loss or damage caused by acts or omissions of persons occupying adjoining space or any part of the Show. IN NO EVENT SHALL LVL UP EXPO BE LIABLE TO

ARTIST FOR INDIRECT OR CONSEQUENTIAL DAMAGES AND LVL UP EXPO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, EXCEPT FOR THOSE SET FORTH HEREIN.

## 7. Installation and Character of Exhibits

All exhibits are to be installed according to the instructions of LVL UP EXPO who will provide times and requirements for setting up and dismantling exhibits. Exhibits must be designed, constructed and operated in good taste and in a safe manner, and LVL UP EXPO shall have the right to require the removal, relocation or the modification of any display, exhibit or part thereof. All business and display materials must take place and be kept within the Space. No explosives,

fuels or other combustible matter may be brought into the Space. Exhibit space is to remain clean and free of restrictions and/or hazardous materials or odors. Sound of any kind must not be projected outside of the exhibit booth and noise levels are to be kept at a reasonable level. Notwithstanding the above provisions, LVL UP EXPO Representative reserves the right to ask Artist to comply with this common courtesy rule or to remove Artist from the Exhibit Hall for non-compliance. No animals are allowed on show grounds (Except pre-qualified BYD contestants).

#### **8. Late Set-up Forfeiture**

Artists who do not set up on schedule may, at the discretion of LVL UP EXPO, have their designated space changed or transferred to another Artist. The removed Artist shall not be entitled to a refund or any resulting damages.

#### **9. Inappropriate Product**

Artists shall not be allowed to sell/distribute material deemed to be offensive or inappropriate. LVL UP EXPO has the sole right to determine what is considered to be offensive or inappropriate material. An Artist who continues to sell such materials may be removed from the convention hall without warning and refund.

#### **10. Waiver**

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

#### **11. Governing Law**

This Agreement will be governed by the laws of the State of Nevada without regard to conflicts of laws principles.

#### **12. Jurisdiction; Service of Process**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Nevada, County of Clark, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Nevada and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

#### **13. Counterparts and Contract on Hand**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. All Artists shall have executed copy of the Exhibit Hall Contract on file with the Artists Liaison. No Artists shall permit to sell merchandise without this signed copy of the contract on file with the Exhibit Hall Liaison.

#### **14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between LVL UP EXPO and Artist with respect to the subject matter of this Agreement. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

**15. Independent Legal Review**

Each Artist agrees to seek and consult with independent counsel to answer any and all questions regarding the overall contract.

**16. Exhibit Hall Set Up and Hours**

<b>Set Up</b> May 11 <sup>th</sup> , 2017 8:00 AM to 8:00 PM	May 12 <sup>th</sup> , 2017 8:00 AM to 3:00 PM
<b>Friday Exhibit Hall Hours</b> May 12 <sup>th</sup> , 2017 3:00 PM to 7:00 PM	
<b>Saturday Exhibit Hall Hours</b> May 13 <sup>th</sup> , 2017 11:00 AM to 7:00 PM	
<b>Sunday Exhibit Hall Hours</b> May 14 <sup>th</sup> , 2017 11:00 AM to 5:00 PM	
<b>Break Down</b> May 14 <sup>th</sup> , 2017 5:00 PM to 11:00PM	May 15 <sup>th</sup> , 2017 8:00 AM to 3:00 PM

**17. Signatures**

I have read, understand and accept all of the terms and conditions of the Application and Contract. Furthermore, I confirm that I am the Artist signing or have the authority to sign on behalf of the Artist’s Company.

Dated:

Dated:

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
LVL UP EXPO Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name