



## 2023 INDEPENDENT GAME DEVELOPER BOOTH AGREEMENT

Offer Availability: The terms offered in this Agreement will be available for review and signature ten (10) calendar days after being received. After the ten (10) days, the offer may be revisited. In the final two (2) months prior to LVL Up Expo, this will be shortened to five (5) days for review and signature.

This 2023 Exhibitor Agreement (“Agreement”) is entered into by and between LVL Up Expo Management LLC (“Management”) organized under the laws of the state of Nevada and \_\_\_\_\_ (“Developer”, herein after referred to as “Exhibitor”). Management and Exhibitor are referred to individually as “Party” and collectively as “Parties”. The effective date of this Agreement is the date signed by Management.

1. **Definitions.** The term “Management” refers to LVL Up Expo Management LLC and its respective agents, employees, affiliates, and assigns. The term “Exhibitor” refers to the applicant identified on the front hereof, and includes its respective agents, employees, affiliates, assigns, and invitees. “Licensed Space” refers to the rented exhibit booth space from Management to Exhibitor and may also be referred to as “Exhibit”. “Event” refers to the 2023 LVL Up Expo show, where Licensed Space is to be had.
2. **Licensed Space.** Management hereby grants Exhibitor a revocable, non-exclusive license to the Licensed Space. By contracting to rent the Licensed Space, Exhibitor hereby agrees to abide by the terms and conditions of this Agreement.
3. **Event Details.**
  - a. **Location.** The Event will be located at the Las Vegas Convention Center, South Hall, 3150 Paradise Road, Las Vegas, Nevada 89109.
  - b. **Schedule.** The Event will be held February 17-19, 2023. Exhibit Hall, Install (“Set Up”) and Dismantle (“Strike”) Hours detailed hereafter. Times of Event may be changed at Management’s sole discretion and Exhibitors will be notified no later than two (2) weeks prior to Event. **Please carefully review our new times for our 2023 Event.**
    - i. **Install Hours**
      - Thursday, February 16, 2023  
8:00 AM to 12:00 AM
      - Friday, February 17, 2023\*  
8:00 AM to 11:00 AM

\*No set up will be permitted, only finishing touches during this time.  
Freight (“Bay”) Door will not be opened for drive-ins.
    - ii. **Friday Exhibit Hall Hours**
      - February 17, 2023  
11:00 AM to 12:00 PM (VIP Only)
      - February 17, 2023  
12:00 PM to 8:00 PM
    - iii. **Saturday Exhibit Hall Hours**
      - February 18, 2023

10:00 AM to 11:00 AM (VIP Only)

February 18, 2023

11:00 AM to 8:00 PM

**iv. Sunday Exhibit Hall Hours**

February 19, 2023

10:00 AM to 11:00 AM (VIP Only)

February 19, 2023

11:00 AM to 6:00 PM

**v. Dismantle Hours**

Sunday, February 19, 2023

6:00 PM to 11:00PM

Monday, February 20, 2023

8:00 AM to 11:00 AM

Exhibitor's Initials acknowledging new above listed dates and times: \_\_\_\_\_.

**4. Licensed Space Details.** Each 10'x10' space includes the following:

- Two (2) Developer Badges
- One (1) 8'x3' table with tablecloth
- Pipe and drape
- Two (2) chairs
- Electrical
- Company name listed in LVL UP EXPO digital pamphlet
- Company name listed on LVL UP EXPO website

**5. Exhibitor Check-In and Check-Out.** Exhibitors must be checked in on Thursday, February 16, 2023 between the hours of 8:00 AM – 10:00 PM. No Check-Ins will be available on Friday, February 17, 2023. If the Exhibitor is not checked in between these times they may risk forfeiture of their booth and shall not be entitled to a refund or any resulting damages. Check-Outs will be only on Sunday, February 19, 2023 from 6:00 PM – 11:00 PM. Check-In and Check-Out location will be located at Freight (“Bay”) Door and will be labeled on map, to be provided at a later time to Exhibitors.

**6. Installation of Exhibits and Late Install Forfeiture. Minors (17 years of age or under) are not allowed on the Exhibit Hall Floor during Install.** Install Hours are Thursday, February 16, 2023 between the hours of 8:00 AM – 12:00 AM. Exhibitors who do not install during these times, may at the discretion of Management, have their licensed space terminated, and changed or transferred to another Exhibitor. The removed Exhibitor shall not be entitled to a refund or any resulting damages.

**7. Dismantle and Clean Up of Exhibits.** Dismantle Hours are Sunday, February 19, 2023 between the hours of 6:00 PM – 11:00 PM and Monday, February 20, 2023 between the hours of 8:00 AM – 11:00 AM. Any exhibits not completely dismantled and removed by these times, may result in removal by Management and associated fees will incur at prevailing rates. If an Exhibitor dismantles and/or removes their Exhibit before these times, Exhibitor will be flagged by Management and may not be allowed to exhibit at future events.

- a. Clean Up Assessment.** All clean up after the event must be completed no later than 11:00 AM on Monday, February 20, 2023. Clean up is not allowed the next day or at a later time. If large trash, debris, boxes, shipments, etc. is left behind

by the Exhibitor, the Exhibitor may incur a cleaning assessment up to \$500 in addition to cleaning fees incurred at prevailing rates. Dumpsters will be easily accessible during break down times. Please properly break down all boxes before disposing.

- 8. Character of Licensed Space.** Exhibits must be designed, constructed, and operated in good taste and in a safe manner that will withstand normal contact or vibration by neighboring exhibitors, attendees, and hall laborers. Exhibitors shall ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials displayed. All products, business and display materials must take place and be kept within the Licensed Space. No explosives, fuels or other combustible matter may be brought into the Licensed Space. Licensed Space is to remain clean and free of restrictions and/or hazardous materials or odors. Boxes, debris, and other blemishes must be thrown away or kept out of sight. All tables must have properly fitted polyester tablecloths that reach to the floor. Sound of any kind must not be projected outside of the Licensed space and noise levels are to be kept at a reasonable level. Notwithstanding the above provisions and Height and Line of Sight Variance, may result in termination of licensed space and shall not be entitled to a refund or any resulting damages. In its sole discretion, Management may require the removal, relocation or the modification of any Licensed Space, display, exhibit, or part thereof in Management's sole discretion at Exhibitor's sole cost.

- a. Height and Line of Sight Variance.** Booths with 200 square feet or less have a maximum height allowance of 8'. All exhibit fixtures, lighting, components, and identification signs must not exceed this height allowance.

- 9. Sales of Tangible Personal Property; Inappropriate Product and Counterfeit/Bootleg Material.** If Exhibitor is subject to Nevada sales taxes, Exhibitor shall accurately complete the "one time sales tax return" and return it to Management by 11:00 PM, February 19, 2023. In addition to any other indemnity in this Agreement, Exhibitor shall indemnify, defend, and hold harmless Management from any liability associated with any taxes related to Exhibitor. Exhibitor shall not sell or distribute offensive or inappropriate material. Exhibitor shall not sell counterfeit material. Management has the sole discretion to determine what is offensive or inappropriate or counterfeit material. An Exhibitor who continues to sell such materials may result in termination of their Licensed Space and shall not be entitled to a refund or any resulting damages.

- 10. Booth Assignment.** While initial booth reservation may be mutually agreed to by the Exhibitor and Management, final assignment is the proprietary right of Management. Furthermore, The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials other than their own in the Licensed Space without written consent from Management.

- 11. Payment.** Payment must be received in full (100%) with execution of this Agreement or immediately after to secure Licensed Space.

- a. Early Bird Pricing.** In order to be applicable for Early Bird Pricing, payment must be received in full (100%) with execution of this Agreement or immediately after.

- 12. Exhibitor Cancellation.** An Exhibitor who elects to cancel their Licensed Space for any reason, on or before 90 days of the first day of the Event will receive a full (100%) refund of the amount charged; within 90 days of the first day of the Event will receive half (50%)

refund; within 45 days of the first day of the Event, the Exhibitor will not be applicable to receive any refund.

- 13. Event Cancellation.** In the event that Event is unable to operate, in the sole determination of Management, whether due to Acts of God, force majeure, pandemic, epidemic, terrorism, war, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate Event, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, a refund of the Exhibitor's booth registration fee.
- 14. Liability.** Management, its directors, contractors, volunteers, and employees, shall not be responsible for any loss, theft or property damage suffered by Exhibitor, their employees, or representatives. Furthermore, Management, its directors, contractors, volunteers and employees, shall not be responsible for any damage, illness, or injury to Exhibitor personnel, agents or attendees. Exhibitor does hereby indemnify, save, and hold harmless Management, its directors, contractors, volunteers, and employees from any and all claims and liabilities that may ensue from any cause whatsoever, including attorney fees.
- 15. 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. 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.
- 16. Assumption of Risk of COVID-19.** Exhibitor acknowledges and understands the following: Management will follow any current Nevada State Mandate and Nevada Government suggestions, to help reduce the risk of spreading COVID-19. However, Management cannot guarantee that its exhibitors, artists, and attendees will not become infected with COVID-19. Individuals who are experiencing any of the following, should notify Management immediately and will not be able to exhibit at LVL UP EXPO:

  - a. Exhibitors who currently or within the past fourteen (14) days prior to LVL UP EXPO have experienced any symptoms associated with COVID-19, which include fever, cough, shortness of breath among others;
  - b. Exhibitors who have traveled at any point in the past fourteen (14) days internationally or to a community in the U.S that has experienced or is experiencing sustained community spread of COVID-19; or
  - c. Exhibitors who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are

not yet cleared as non-contagious by state or local public health authorities.

Furthermore, Exhibitor acknowledges and understands the following:

- d. Attending Event includes possible exposure to an illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- e. Exhibitor knowingly and freely assumes all such risks related to illness and infectious diseases, such as COVID-19; and
- f. Exhibitor hereby knowingly assumes the risk of injury, harm and loss associated with attending Event.

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

**18. 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.

**19. Independent Legal Review.** Each Exhibitor agrees to seek and consult with independent counsel to answer all questions regarding the overall contract.

**20. Counterparts and Agreement 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 Exhibitors shall have an executed copy of this Exhibitor Agreement on file while at the Event. No Exhibitors shall permit to sell merchandise without this signed Agreement at the Event.

**21. 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 Management and Exhibitor with respect to the subject matter of this Agreement.

**22. Binding Agreement.** This Agreement is considered binding when electronically signed by the applying Exhibitor and countersigned by Management.

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**23. Signature.** I have read, understand, and accept all the terms and conditions of this Agreement. Furthermore, I confirm that I am the Exhibitor, or I have the authority to sign on behalf of the Exhibitor.

This Agreement is executed on \_\_\_\_\_.

LVL Up Expo authorized representative:

\_\_\_\_\_

Exhibitor or representative authorized to sign on behalf:

\_\_\_\_\_  
Exhibitor's Signature

\_\_\_\_\_  
Full Name