

2023 Geneva Convention, September 26-28, 2023
Grand Geneva Resort, Lake Geneva, Wisconsin
Terms and Conditions

TRADE SHOW SPACE RENTAL AGREEMENT

- 1) Contract for Space. This application for space in the Exhibit area of the Geneva Convention ("Exhibit Area"), subsequent formal notice of assignment by the Geneva Convention Management (hereinafter referred to as Management) and the full payment of rental charge constitute a contract for the right to use exhibit space ("Space"). In the event of fire, strike, or other uncontrollable circumstances which render the Exhibit Area unfit or unavailable for use or cause the Geneva Convention to be canceled 10 days or more prior to the opening of the Geneva Convention this contract will be binding and any payments on account of Space rental will be refunded. If such event should occur less than 10 days prior to the opening of the Geneva Convention, 50% of the money paid for Space rental will be refunded. Management reserves the right in its discretion to make such modification to the size or configuration of each Space as may be necessary, but any such adjustment shall be made equitably to each Applicant affected thereby.
- 2) Payment for Space. Payment for booth space must be paid in full at the time of registration.
- 3) Cancellation Policy. Exhibitor has a right to cancel and receive a refund of amounts paid less a 15% cancellation fee for each booth/vendor registration as long as Exhibitor provides written notice of cancellation to Entertainment Marketing, Inc. on or prior to August 26, 2023. If cancellation is received after August 26, 2023, no payment or part of payment will be refunded. This amount is considered to be liquidated and agreed upon damages, for the damages Entertainment Marketing, Inc. will suffer as a result of Exhibitor's cancellation. Any space not claimed and occupied at 2:00 p.m. Wednesday September 27, 2023 may be reassigned without further notice and without refund of any rental fee(s) paid.
- 4) Rental Space Usage. All exhibits shall conform to all fire and building codes for the City of Lake Geneva and the State of Wisconsin. Exhibits and exhibitors shall not do anything of a nature or operation that will annoy or disturb fellow exhibitor's right to exhibit.
- 5) Agreed upon space (attached numbered spaces). All booths and combination of booths available on a first come basis. Single booths are 8' x 10' and will consist of back and side drapes, (1) 8' table and two folding chairs and one standard company identification sign. **Electrical is not included but can be obtained/provided by sending an email to: Mike.johnson2@encoreglobal.com or Phone: 847-971-6885 for an additional cost.** Plumbing requirements must be self-supplying and contained. Displays shall be placed not to interfere with other exhibitors. Simple identification signage will be provided at no charge. Custom signage can be erected at the exhibitor's expense but cannot interfere with another exhibitor's space.
- 6) Exhibitors shall not assign or sublet its space without prior written permission of management. All activities, sales or demonstrations shall be done in the agreed rental space. Exhibitor(s) cannot show merchandise other than those manufactured and handled by said exhibitor in course of regular business.
- 7) Management reserves the right, at its discretion, to prohibit anything which it determines objectionable that will deter the overall trade show. This right extends to persons, things, conduct and printed matter, displays, etc.
- 8) Restrictions in Operations of Exhibits. Management reserves the right, in its sole discretion, to restrict any exhibit which may, because of noise, method of operation, materials, or any reason become objectionable, and to prohibit any exhibits which, in the opinion of Management, may distract from the general character of the Geneva Convention as a whole. This right of restriction extends to persons, patrons, things, conduct, printed matter, or anything of a character which Management determines in its discretion to be objectionable.

- 9) Care of Building and Equipment. Applicant and its agents shall not injure, deface, or damage hotel or the Exhibit Area building or equipment, walls, ceilings, carpet, floors of the building, the Exhibit Area, the Space, the booths, or booth equipment. If such damage appears, Applicant is liable to the owner of the property so damaged.
- 10) Trade Show Booth set-up services are provided by Valley Expo and Displays Phone: 815.873.1500 press (1) for Exhibitor Services Department Email: events@valleyexpodisplays.com the Geneva Convention will allow erection of displays by exhibitor if all laws and codes are followed.
- 11) Liability. Neither Management nor any of its officers or agents, nor any of its staff members, nor Grand Geneva Resort, nor Wisconsin Expo, Inc. shall be responsible for the safety of the property of the Applicant from theft, damage by fire, accident, or any other cause whatsoever. Each exhibitor shall hold Management, including their officers, directors, employees and agents, the Geneva Convention corporate organizers, Grand Geneva Resort and Wisconsin Expo, Inc. (the "Indemnified Parties") harmless from any indemnity the Indemnified Parties against all losses, liabilities, damages, deficiencies, taxes, costs or expenses of any kind including interest, penalties and reasonable attorneys' fees and disbursements incurred in investigation or defense, whether based in contract, tort, or otherwise, arising at any time and in any manner whatsoever out of or in connection with an alleged or actual act, acts, omission, or omissions by Applicant in connection with any of the business, affairs or activities that are directly or indirectly related to the subject matter of this Agreement, including the rental of Space herein. Applicant is required to provide a Certificate of Insurance, with a minimum of \$1,000,000 liability coverage, including property damage, to Management no later than September 26, 2023 – Entertainment Marketing, Inc., Grand Geneva Resort and NATO of Wisconsin and Upper Michigan must be named as additional insureds.
- 12) Circulation and Solicitation. Distribution of circulars or promotional materials may be made only in the Space assigned to the Applicant presenting such material. No firm organization not assigned Space in the Exhibit Area will be permitted to solicit business within the Exhibit Area. Geneva Convention exhibitors are requested to inform Management of their knowledge of any such occurrence.
- 13) Amendments and Waivers. This Agreement (consisting of these terms and conditions and the Application on the reverse side of this page), formal notice of assignment of Space, and the full payment of the rental charge constitutes the entire Agreement between Management and Applicant relating to the subject matter hereof. No term or condition may be modified except as specifically made in writing signed by the party against whom enforcement is sought. No express or implied waiver by Management of any default hereunder shall in any way be, or be considered to be, a waiver or any future or subsequent default whether similar in kind or otherwise. If any provision of this Agreement is declared invalid by any tribunal, then such provisions shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement, as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be adjusted; the provision shall be deemed deleted from this Agreement as though such a provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.
- 14) Governing Law/Arbitration. This Agreement shall be governed by the laws of the State of Wisconsin applicable to agreements made and to be wholly performed therein. In the event, any controversy arises between the parties to this Agreement pertaining to the subject matter hereof, the parties agree that the controversy shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in Milwaukee, Wisconsin. Any award made by the arbitrator(s) shall be final and binding upon the parties hereto, and judgments thereon may be entered in any court of competent jurisdiction. The prevailing party in any such arbitration, as determined by the arbitrator(s) shall be entitled to its reasonable attorneys' fees and costs.