

# Interactive Entertainment Institute LLC - G.A.M.E.S. Synergy Summit 2006

## Terms and Conditions

### 1. Contract

This application to be an Exhibitor or Sponsor of the G.A.M.E.S. Synergy Summit (the "Summit") to be held at the Wyndham Orlando Resort (the Venue") on January 17 -18, 2006, when properly executed by the Exhibitor or Sponsor (the "Applicant") and upon written acceptance by the Interactive Entertainment Institute LLC (IEI), constitutes a valid and binding contract. IEI reserves the right to accept or refuse any application for participation in the Summit in its sole discretion. IEI reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Summit, including and additional conditions, rules and regulations stated in the Exhibitor Service Manual, Sponsorship Materials and in the Renaissance Group Sales Agreement between the Venue and the Venue which the Applicant agrees to be bound by.

### 2. Use of Space

IEI reserves the right to decline limit, prohibit or expel any exhibit, or item or feature thereof which, in its judgement, is inappropriate or out of keeping with the character of the Summit. Applicants are prohibited from subletting any portion of their exhibit space without the prior written consent of the IEI. No exhibit will construct or maintain its exhibit in a manner that obscures or prejudices adjacent exhibitors, as determined by IEI. Demonstrations should, to the extent practicable be located so that any assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring exhibits. Any exhibit space not set up by 10 A.M. on January 17, 2006, will be forfeit and may be reallocated or reassigned by IEI at its sole discretion. Any Applicant with an Exhibit agrees to keep the Exhibit up and fully manned until 5:00 P.M. on January 18, 2006, and no breakdown crews will be allowed in the Exhibit hall prior to that time.

### 3. Exhibit Construction

Technology Expo - The Exhibits in the Technology Expo area will be the sole responsibility of the Applicant including preparation, drayage, display placement, set up and breakdown services are the sole financial responsibility of the Applicant. Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning etc., will be provided to all exhibitors. Such requirements shall be binding upon the Applicant as though fully set forth herein. Booths will be no more than and contracted for square footage. The Palms Ballroom is fully carpeted and has a 25' ceiling. Applicants exhibits are bound by all pertinent laws, codes and regulations of municipality or other authorities, having jurisdiction over the Venue or the conducting of said exhibit, together with the rules and regulations adopted by the IEI and the Venue.

### 4. Change of Space

IEI has the right, in its sole discretion, to change Applicant's space assignment at any time if deemed to be in the best interest of the Summit. In the event IEI elects to exercise its right to change exhibit space, Applicant will be notified of its newly assigned space. IEI will make all reasonable efforts to ensure that any such reassignment will be to an exhibit space which is of the same general style and size as the original space. If there is a reduction in exhibit space the Applicant will be reimbursed on a pro-rata basis.

### 5. Payment Requirements

A 50% deposit is required with the submission of the application. This amount will be refunded if the applicant is rejected by IEI. The remaining payment in full is due on or before December 23, 2005. All applications submitted after December 15, 2005 must be accompanied by full payment. Interest at the rate of 18% per annum will be charged against any balance 30 days or more past due, or fraction thereof. Exhibit and Sponsorships must be paid as agreed to be listed in the pre event announcements and on the Summit web site. All amounts must be paid in full for the Exhibitor or Sponsor to be listed in the Official Program and on site event signage and banners. Space is not confirmed until 100% payment has been received.

### 6. Cancellation Charges

Cancellations or requests for a reduction in space (downgrade) must be communicated immediately in writing to IEI. In the event of a cancellation or downgrade by an Applicant, a cancellation fee will be assessed to cover services performed, promotional efforts and other damages relating to the cancellation will apply (see below for cancellation periods). Verbal instructions, telephone calls or voicemail messages are not acceptable.

#### CANCELLATION PERIODS:

The following Cancellation periods will apply:

- If written notice of cancellation/downgrade is received between October 15, 2005 and December 15, 2005 then the cancellation fee shall be 50% of total exhibit or sponsorship price.
- If written notice of cancellation/downgrade is received after December 15, 2005, then the cancellation fee shall be 100% of total exhibit or sponsorship price.

In the event of a cancellation, IEI reserves the right, at their option, to reassign a cancelled exhibit space regardless of the cancellation rate assessed. Subsequent reassignment of cancelled exhibit space does not relieve the canceling Applicant of its obligation to pay the agreed amount.

### 7. Force Majeure

In the event that the Venue becomes unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of IEI, this agreement may be terminated by IEI. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; governmental restraints or orders of civil defense, or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor or other personnel; lack of adequate facilities or services; inability to obtain necessary supplies or equipment; local, state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God. Should IEI terminate this agreement pursuant to the provision of this paragraph, the Applicant waives any and all claims for damages and agrees that IEI may, after computing the total amount of its costs and expenses in connection with their preparation for and conducting of the Summit, (including a

reasonable reserve for claims and other contingencies), refund to the Applicant, as and for complete settlement and discharge of all said Applicant's claims, a proportionate amount of as the proportionate amount of the total refundable amount for all Exhibitors and Sponsors.

#### 7. Loss or Damage

The Applicant agrees that IEI is not liable for any damage or liability of any kind or for any loss, damage or injury to persons or property during the term of this agreement, from any cause whatsoever in conjunction with the Summit. The Applicant specifically agrees to defend, indemnify and hold harmless, IEI from all liability whatsoever, for any such damage or injury whether or not caused by negligence of or breach of an obligation by Applicant or its employees or representatives. Further, the Applicant will maintain all necessary worker's compensation and liability insurance sufficient to protect it an IEI from any economic exposure. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither IEI or the Venue maintain insurance covering the Applicant's property and it is the sole responsibility of the Applicant to obtain such insurance. Applicant is responsible for any and all damages caused by Applicant or its agents, employees or guests. Exhibitors at the Summit must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name the Interactive Entertainment Institute, LLC and the G.A.M.E.S. Synergy Summit as additional insured and be provided to IEI at least 30 days before the proposed exhibit date.

#### 8. Venue Requirements

It is further agreed that the Applicant will abide by and comply with rules and regulations of the Venue concerning its required or preferred vendor and any local unions having agreements with the Venue or with authorized contractors engaged by IEI in conjunction with the Summit.

#### 9. Security

IEI will provide perimeter guard service during the Summit and while the Academic and Job Fair and Technology Expo are closed. Applicant agrees that IEI is not liable for anything the facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Applicant's exhibit or its representatives. Exhibitors will not be allowed into any of the exhibit areas after Summit Hours. Applicant may consider arranging security for its specific booth space for either during or after Summit hours. IEI and the Venue will make every effort to reasonably accommodate any such additional security requirement of Applicant.

#### 10. Errors and Omissions.

Applicant agrees that IEI will not be liable in the event of any errors or omissions in the Summit's directory listing or in any related materials. Exhibitor acknowledges and agrees that IEI makes no representation or warranties with respect to the

number of exhibition attendees or the demographic nature of such attendance.

#### 11. Assignment

This Agreement cannot be assigned by Applicant, in whole or in part, without the written approval of IEI. IEI may assign this Agreement without the prior written consent of Exhibitor.

#### 12. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will continue in full force and effect.

#### 13. Disputes

This Agreement shall be governed by Florida law without application of its conflict of laws principles. The parties to the Agreement hereby agree that venue for any action between them will be in state court in Miami Dade County, Florida and the parties submit to the jurisdiction of any such court. If either party commences any action or proceeding against the other party for any reason, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

#### 14. Payment Method

The fees set forth reflect payments made via cash, checks or bank wire transfers which are priced at a cash discount. Payments made using credit cards are subject to a 3% processing charge. Please contact your sales representative to make arrangements for credit card payments.

#### 15. American Disabilities Act

Applicant acknowledges and agrees that in connection with the Summit, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Applicant agrees that in connection with the Summit, it will: (I) provide, at its expense any auxiliary aids and services as may be necessary to ensure effective communication with all attendees of the Summit; (II) assure, at its own expense that displays posted at or on its booth(s) are accessible to individuals with disabilities; and (III) not discriminate or retaliate against any individual in violation of the ADA.

#### 16. Additions or Corrections

IEI may amend these terms from time to time in the best interest of the Summit. Applicant agrees to accept notice of additions or amendments and to consider them as part of this Agreement.