



2020 getgeeked New York Exhibitor Application & Contract

**Contact: Barry Myers
646.713.9939 | barry@getgeeked.tv**

COMPANY NAME	WEBSITE
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COMPANY ADDRESS (Street, City, State, Zip Code)

EVENT CONTACT(S)

Name:	Title:	Email:	Mobile:
1.			
2.			

PAYMENT CONTACT

Name:	Title:	Email:	Mobile:
1.			

EXHIBITOR PACKAGE: Use the drop down menus below to create your exhibitor package. Your selections will be reviewed and, if necessary, confirmed with you prior to invoicing.

<p>Exhibitor Package Selection</p>	<p>Additional Sponsorships The drop down menu includes both "Exclusive" and "Additional" opportunities from the website. If you would like to make multiple selections, please select "Multiple Selections" and we will contact you for details.</p>	<p>A la Carte Items If you would like to make multiple selections, please "Multiple Selections" and we will contact you for details.</p>	<p>Discounts If you would like to make multiple selections, select "Multiple Selections" and we will contact you for details. For Startup Discount eligibility, please visit the website.</p>
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PAYMENT METHOD (Use checkboxes to indicate how your method of payment)

Check
 Credit Card
 Wire Transfer (if selected, instructions will be sent to Payment Contact)

Upon receipt of your signed contract, you will receive an email with a description of your exhibitor package and your total fee. Please check to make sure it represents your selections above. Your invoice will be sent via Freshbooks with remittance instructions specific to your method of payment. If you require a PO # on the invoice, please enter it in this field.

On Behalf of _____ Name: _____ Title: _____ Signature: _____ Date: _____	On Behalf of <u>Slingshot Events LLC (dba getgeeked Media)</u> Name: <u>Barry Myers</u> Title: <u>Founder & President</u> Signature: <u>Barry Myers</u> Date: _____
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Note: This document, when signed by Exhibitor, constitutes a binding legal agreement. getgeeked Media agrees to review this Application and Contract ("Agreement") and assign exhibit space to your company, if available, consistent with getgeeked Media eligibility requirements and policies. Exhibitor agrees that upon acceptance of this Agreement by getgeeked Media, with or without appropriate payment, it shall become a legally binding contract; enforceable against Exhibitor in accordance with its terms. By the signature above, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor. By signing this contract, Exhibitor agrees that they have received, read and agree to the attached Terms and Conditions, incorporated in their entirety herein and expressly made a part of this Agreement. This Application and Contract and the included Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by getgeeked Media.

APPLICATION & CONTRACT TERMS & CONDITIONS

Payment terms:

_____ ("Exhibitor") agrees to pay the contracted amount prior to the commencement of the contracted Event(s). To reserve programs outlined in this Application and Contract ("Agreement"), a signed version must be submitted to getgeeked Media no later than two weeks prior to the Event(s). Payment is due immediately upon signing of this Agreement.

Sponsorships are non-cancelable. Please see section on **Cancellation or Termination of Event**, under *General Terms and Conditions of Agreement* following the sponsorship registration form for details on refunds for canceled events. getgeeked Media reserves the right to prohibit Exhibitor from participation in the Event(s) if payment is not received in accordance with the general terms and conditions of this Agreement. All materials and participants must be pre-approved by getgeeked Media.

Additional Payment Processing Instructions:

Upon receipt of this Agreement, getgeeked Media will send Exhibitor an official invoice for the contracted amount. Please specify if you need additional paperwork completed or will be providing a separate PO# for subsequent invoicing. (Attach documents with contract submission.)

General Terms and Conditions of Agreement

- General Event Information.** getgeeked Media will manage all components of the conferences, including, but not limited to, the agenda, speakers, presenting companies, venue format, exhibitor space, signage, attendee policy and ticket sales, photography and video rights, press support, and marketing materials. Getgeeked Media makes no representations or warranties about the number of persons who will attend the conference. Exhibitor agrees to abide by the terms and conditions set forth in this Agreement. Exhibitor grants to getgeeked Media limited use rights to use the Exhibitor's name, trademark and logo in connection with the promotion and production of the contracted Event(s).
- Exhibitor Presentation.** Corporate marketing materials and giveaways are welcome for distribution from the exhibitor table. Exhibitor is responsible for securing any third-party intellectual property rights for media and materials used in Exhibitor's exhibit space. Exhibitor may not assign, sublet or share Exhibitor Packages with other companies. All exhibits, signage and display materials will be subject to the restrictions and guidelines set forth by the Event venue. Exhibits will not block, obstruct the view of, or otherwise interfere with other exhibits. All displays will be set up in full prior to the opening of the conference. Exhibitor will maintain the exhibition space for the duration of the conference and will be responsible for promptly dismantling the exhibit immediately following the conclusion of the Event. Exhibitor is liable for any damage caused to building floors, walls or columns caused by materials it uses for its exhibition.
- Photography / Video / Recording.** Exhibitor agrees that getgeeked Media may record, video or photograph Exhibitor's booth space and/or other partner placements during the Event and authorizes such for promotional purposes.
- Cancellation or Termination of Event.** If, because of fire, strike, earthquake, war, construction or renovation projects affecting the venue, government regulation, disaster, disease, terrorism, interruption of transportation or communications, Acts of God, or the public enemy, the Event, or any part thereof, is prevented from being held or is canceled, getgeeked Media will reimburse Exhibitor its proportionate balance of the fee paid after deducting non-refundable expenses incurred and reasonable costs incurred to organize the Event. In no case shall the amount of the refund to Exhibitor exceed the amount of the Exhibitor fee paid.
- Indemnity and Limitation of Liability.** Neither getgeeked Media, nor the venue, nor its officers, agents, contractors, employees or other representatives shall be liable for any damage, loss, harm or injury (i) to Exhibitor's persons or property, (ii) to visitors or guests of the Event, (iii) to the exhibitor space, if they are result of earthquake, fire, theft, or water. Exhibitor shall indemnify, defend, and hold harmless getgeeked Media and the venue and their respective owners, directors, officers, employees, agents and representatives, from any and all third party claims, demands, suits, liability, damages, loss, costs, attorneys fees and expenses of any kind which might result or arise from gross negligence or willful misconduct related to this Agreement on the part of the Exhibitor or its officers, agents, employees or other representatives or breach of this Agreement. Neither getgeeked Media nor the venue will be responsible for the security of Exhibitor's Partners, proprietary information or exhibit materials. Under no circumstances will getgeeked Media, its agents, affiliates, employees or directors be liable for lost profits or other indirect, incidental, consequential or exemplary damages in connection with the conference. Excluding indemnification obligations, in no event will getgeeked' liability exceed the value of the fee paid by Exhibitor.
- Observance of Laws and Regulations.** Exhibitor will abide by and observe any laws, rules, regulations and ordinances, and all rules and regulations of getgeeked Media and the venue in connection with its participation in the Event(s) as may be set forth from time to time. In addition, Exhibitor must observe all union regulations and electrical codes to which the venue is subject.
- Warranty.** Except as expressly set forth in this Agreement, getgeeked Media disclaims any and all other warranties, express or implied. The rights of getgeeked Media under this Agreement will not be deemed waived except as specifically stated in writing and signed by an authorized representative of getgeeked Media.
- Entire Agreement.** This Agreement will be governed by the laws of the state of New York. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and this Agreement may not be modified or terminated except by mutual written agreement.

Initial Here

Please return completed Agreement to sponsors@getgeeked.tv