

## GeekFest 2024 Exhibitor Agreement

**This document is a summary of the official document.**

Courtyard Media Foundation (dba GeekFest West) (hereafter "Organization") and  
City of Everett (Library) (hereafter "Exhibitor") hereby agree to the following:

The Exhibitor will rent an exhibit space, booth, or table from the Organization for the duration of **GeekFest West** (hereafter "The Event") for a total cost of \$150.00 - with, **plus taxes and any additional badges ordered.**

The Exhibitor has been assigned exhibition space at Geektopia (Event Center). The Exhibitor may be moved to a different space for any reason, although the Organization will ensure that the space is of the same dimensions.

The Exhibitor may arrive no earlier than **9:00 am** on **July 18<sup>th</sup>, 2024**, before entering the exhibitor hall. The person with this signature on the contract must sign in at the information desk and receive an exhibitor badge. The Exhibitors must always wear badges, or they may be asked by security to leave.

**You already receive 4 Exhibitor Badges**, but you can purchase up to **4** additional badges for the Exhibitor's associates at a cost of **\$20.00** each for all three days. How many additional badges would you like to purchase? Put in the number of additional badges you want to purchase. \_\_\_\_\_

The Exhibitor must have all items and decorations removed and depart the premises no later than **7:00 pm** on **Sunday, July 21<sup>st</sup>, 2024**.

The Organization has provided **tables/chairs/etc.** for the Exhibitor space in the Event Center (Geektopia), The Exhibitor may return any items that you do not wish to use to the information desk before **6:00 pm on July 18<sup>th</sup>, 2024**. For the Street Fair (Gadgeteers Galería), each Exhibitor will be provided a marked 10x10 or 10x20 space, and you must bring all supplies.

The Exhibitor may decorate and fill the space as **he/she** sees fit, provided that all adornments stay within the limit of the space and do not encroach on walkways or other exhibitor displays. The Exhibitor may not use decorations that **feature nudity, use hate speech, etc.**

The Exhibitor may sell any wares that are free of debts and liens, the rightful property of the Exhibitors and/or **his/her** affiliates, and align with the Organization's rules. The Exhibitor may not distribute advertisements or promotions, conduct interviews or demonstrations, or sell wares outside of **his/her** exhibit space.

The sound level within the space must not exceed your neighbor's booth conversations.

The Organization takes no responsibility for lost, damaged, or stolen items. It is the Exhibitor's responsibility to properly staff **his/her** space. The Exhibitor agrees to indemnify and hold the Organization harmless for any loss, damage, theft, injury, or death.

After **7:30 pm** Friday and Saturday, the exhibitor space in the **Event Center** (Geektopia) will be closed, secured, and monitored by security. Exhibitors may leave up all tables, wares, and decorations. Exhibitors are encouraged to cover their exhibits with a cloth or sheet and to remove valuables from the premises overnight.

For the **Street Fair** (Gadgeteers Galería), this is outside, so you are responsible for your items. We have limited security, so all inventory should be packed up and secured off-site each day. We are not responsible for any items left at the Street Fair (Gadgeteers Galería).

The Organization agrees to comply with all local, state, and federal laws, concerning the set-up and execution of the Event. All health, safety, ingress/egress, and emergency exit protocols will be shared with the Exhibitor upon arrival.

The Exhibitor agrees to comply with all local, state, and federal laws, taxes, and permits; you must be able to operate your business legally in the state of Washington and the city of Everett.

**All official Terms and Conditions** are covered in the PDF listed below **GF Adv\_Exhibitor\_Vend\_Sponsor\_TermsandConditions.PDF** document that will be sent to you for signature.

**This document is a summary of the official document.**

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

NATHAN Mumm

Mar 31 2024

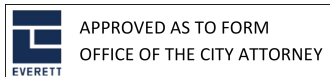
GeekFest Authorized Representative & date

City of Everett (Library)

Cassie Franklin

04/05/2024

Cassie Franklin, Mayor  
Exhibitor, signature & date



Attest:

M. Quinn

# GeekFest 2024 Exhibitor Advertising / Sponsor Terms & Conditions

**Entire Agreement.** The Agreement specifically incorporates the official Exhibit Contract Confirmation with reference to the digital invoice. (available from Courtyard Media Foundation), the Exhibitor Terms and Conditions and Addendums referenced herein

Exhibitor agrees to comply with all provisions incorporated in these Terms & Conditions. Please contact [Nathan.Mumm@geekfest.com](mailto:Nathan.Mumm@geekfest.com) with any questions regarding this agreement.

The term "Event" refers to the **2024 GeekFest West** to be held July 19 - 21<sup>st</sup> in Downtown Everett Arena Area, Everett, Washington. The Event is owned, produced, and managed by the Courtyard Media Foundation ("CYMF" or "Association"). The term "Exhibitor" refers to the organization and/or person that applied for and has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives.

If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization. These rules and regulations form part of the Exhibitor Agreement made between the Courtyard Media Foundation and the Exhibitor.

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**Force Majeure.** The Association, in its discretion, shall have the right to postpone or cancel the Event. The Association shall not be liable to the Exhibitor for losses resulting from such delay or cancellation. **In no event** shall the Association be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by direct or indirect forces beyond its control, directly or indirectly including, but not limited to any event beyond the reasonable control of the parties, such as an act of God, public enemy, lockouts, riots, terrorism, threats of terrorism, epidemics, pandemics, government regulations or advisory (including travel advisory warnings by the government or World Health Organization), hurricane, flood, unavailability of communication or utility lines, earthquakes, war or insurrections, strikes, the authority of the law, travel related problems, postponement or cancellation of the Event.

## Limitation of Liability

Under no circumstances, where applicable law permits, shall the Association be liable for any direct or indirect damages resulting from your use of the GeekFest website(s), whether or not we have been advised of the possibility of such damages. In no event shall the total liability to you for any damages and losses exceed the amount paid by you, if any, for accessing the Association site. The Association has no duty to update the Service or the contents thereof. If you are dissatisfied with the Service, your sole and exclusive remedy shall be to discontinue use of the Service.

**Acceptance.** The receipt by CYMF of your electronic application will constitute a binding contract (the "Agreement"). CYMF reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor.

**Arrangements of Exhibits.** Locations and arrangement of exhibit booths are shown on the digital Exhibit Floor Plan located online.

The arrangement is designed to ensure maximum visibility and high traffic access for each display. If Food and Beverage and Specialty Areas are located throughout the hall these will be used for food and beverage service, announcements, drawings, lounges, entertainment, etc. CYMF reserves the right to alter the Exhibit (Geektopia) and Street Fair (Gadgeteers Galleria) Floor Plan as it deems necessary, at any time. Such changes will not constitute a refund or partial refund of your space.

CYMF shall have the right to prohibit and/or remove any exhibit, in whole or in part, which in CYMF's sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. CYMF Show Management will notify the Exhibitor in writing and detail what modifications, if any, are necessary prior to the prohibition or removal of the exhibit. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, CYMF will remove the exhibit or part thereof, and the Exhibitor agrees to pay the reasonable costs of such removal. CYMF will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit that CYMF deems to be not suitable or in keeping with the character or purpose of the exhibition.

Your exhibit space does **not** include, unless specifically outlined in selected booth package, and therefore would need to be arranged for separately using one of the Official Contractors (a list is provided in your Exhibitor Kit) or your own contractor, with prior written consent from Show Management : Electrical, phone, internet or plumbing services, food/beverage, chairs, signage, furniture, or any booth fixtures, assembly, dismantle or rigging services, lead retrieval unit, cleaning of your booth during non-show hours.

**Height and Size.** CYMF Has restrictions to booth configuration criteria for its show.

- Hanging sign height limit is 16' to the bottom of the sign
- For Cubic Content the height limit is 16'
- Double Sized Booth may alter the preset configurations
- Booths may change up the layout as long as they are in the markets spaces and not protruding into common area spaces.

In any event, no display, advertising sign or material, etc., may block a reasonable view of any other exhibit, nor extend beyond the perimeter of assigned space. Specifically, peninsula (endcap) booths (10'x20' end) abutting linear booths: when a peninsula backs up to two linear booths, the back wall is restricted to four feet high within 5' of each aisle. The remaining back wall height restriction is 10' feet high. The backside of the wall must be finished and not contain signage or logos. This is to ensure that the sight line into an exhibitor's booth is not obstructed.

In all questions of booth design or layout, CYMF reserves the final approval authority. Should a question arise regarding this or other guidelines, the matter should be submitted to CYMF well before set-up for a final determination.

**Colors/Carpeting.** Draping color will be Black. Theme/Special CYMF area will be TBD. Sponsor Areas will be TBD. Aisles and Food/Beverage areas will be determined at a later time.

**Exhibit Agreement Specifications.** Each exhibiting company shall be eligible to receive four (4) booth personnel registrations per booth. Setup is the day before, with 10 hours dedicated exclusively to the setup of booths unless otherwise noted; upon the close of the event on the final day, we will provide security from installation to dismantle for three hours. A company listing on the event website and mobile app. Additionally, exhibitors will receive access to both a pre- and post-event newsletter. We will provide additional badges for booth personnel at a reduced cost for all event passes.

**Exhibit Space Assignments.** Priority exhibitors in good standing will be able to select space based on their priority points status beginning October 2024 for the 2025 event. After this date, all space is assigned on a first-come, first-served basis at prevailing rates. CYMF shall act in good faith to assign space in the location selected by the Exhibitor; however, does not guarantee separation of competing exhibitors or guarantee neighboring space(s) indicated available will be completely occupied at time of the Event.

**Priority Point Assignments/Calculations.** Exhibitors receive priority points based on two categories: Size of space, and sponsorship/advertising related to convention activities as well as qualified advertising dollars spent with **GeekFest** and/or banner advertising. Points are calculated on October 1st of each year, including all eligible advertising for 12 months prior and previous show exhibit space and sponsorships calculated for your official priority points status. *Priority exhibitors are notified of their current status in advance to opening sales for the immediate future year event.*

**Priority Point Calculation Details.** Exhibitors receive five (5) point per 100 sq. feet of space paid and occupied.

Sponsorships and advertising related to CYMF Events, qualified banner advertising, and advertising in **GeekFest** are calculated at one (1) point for every \$1,000 spent. Certain special sponsorships each year also have priority points built into that sponsorship and will also be included in the one point per \$1,000 calculations.

#### Priority Point Terms/Forfeit

1. Any exhibitor who does not reserve space at the CYMF for two consecutive years will forfeit all its accumulated points.
2. Any contracted exhibitor who is a “no show” at a given show will be assessed a penalty of **-25** points. **No show** is defined as contracting exhibit space without a formal cancellation and has not been set up prior to the opening day of the Event.
3. Any contracted exhibitor who breaks down early or early departure during an event, will forfeit **all** accumulated points,

regardless of reason. The event goes until 5:00pm on Sunday and as such teardown starts at 5:10pm on that day.

4. For mergers and acquisitions, points are **not** cumulative. Only the higher points of the two companies involved are applied. When a company splits or separates into two different (distinct) companies, existing points are assigned to only one of the companies.

**Space Selection Liability.** Exhibitor assumes all liability of space selection during reservation process including but not limited to acknowledgement of columns or other obstructions near selected space, neighboring exhibitors, and layout of space in relation to surrounding spaces. Exhibit sales are open until the Event dates; therefore, the floorplan and occupants are continually being modified. It is the Exhibitor’s responsibility to monitor any changes that may adversely affect the Exhibitor pre/post show or onsite. There will be no refunds issued for space based on Exhibitors’ selected location, misprints/typos/omissions in printed/digital material, columns or other obstructions, traffic flow, and/or neighboring Exhibitors.

**Booth Cost/Payment Policy.** Exhibit fees are shown on the exhibit booth price list and must be paid in full upon registration.

Booths located in prime areas (entrance, exit, corners, near Food and Beverage areas or special event areas in the hall) also reflect premium pricing. Booth space will be assigned in accordance with the space reservation procedures.

All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by CYMF. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as penalty) if the Exhibitor cancels its exhibit space. In the event of cancellation by an exhibitor prior to **June 19, 2024**, CYMF will retain or shall be owed a cancellation fee equal to 75% of the total exhibit fee (not just the deposit) plus a \$250 processing fee; if received after **June 19,**

**2024**, CYMF will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. **Cancellations after June 19, 2024, will affect an exhibitor’s priority points (See also “Priority Point Assignments/Calculations”).** Reductions or downsizing in booth space will be treated as booth cancellations; Furthermore, CYMF has full authority to relocate any Exhibitor after downsizing of space. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

All booth assignments remain the exclusive prerogative of CYMF. In all reassignment cases, preference will be given to the exhibitor whose reservation and payment was received the earliest.

**Occupation and Use of Space.** Exhibitor will not be permitted to move-in to their space until the day prior to the event and/or receive limited services from official show contractors including but not limited to: drayage, installation, cleaning, a/v, utility services, etc.

Exhibitor who fails to occupy its assigned space 30 minute before entry each day or to the published expo hours, and has not given

CYMF the required written notice of cancellation, will be considered a “no show.” CYMF has the right to use “no show” exhibit space in such a manner as it may deem in the Event’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement and will impact an Exhibitors priority points.

**Displays must remain fully intact and manned during all exhibit hours.**

No exhibits may be erected after official opening or dismantled before official closing times. Failure to adhere to this policy could result in one or more of the following: (a) penalty fines of up to 15% of your total booth costs, (b) the priority point status will revert to zero; (c) a 2-year ban from attending or exhibiting at the event, (d) preferred exhibitor status revoked for future events, (e) a surcharge of 15% added to your future exhibiting fees.

**Subletting Space.** No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions, subsidiary organizations or partner product distributors that share space with a parent company will not be recognized as Exhibitors. This applies to booth personnel representatives’ badges as well as any listings in digital/print. **There is no exception to this policy.**

**Care of Exhibit Space.** Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and equipment and material will be the Exhibitor’s responsibility and shall be performed at the exhibitor’s expense.

**Empty Crates/Box Storage.** Exhibitors may store crates and /or boxes in their booths that are for the items being sold. You may provide baggage as needed for your customers, but empty boxes is not allowed.

**Exhibitor Representation.** Exhibitors earn four (4) complimentary exhibitor registrations per registration. All company representatives must register upon arrival and wear CYMF-furnished identification badges/lanyards at all times. **Exhibit staff/personnel registrations are non-refundable. Exhibitor Badges will not be issued until all financial obligations have been met.** Exhibitors and distributors will be granted access to the exhibit hall during all expo hours and up to 30 minutes prior to and 30 minutes after published expo hall hours.

**Exhibitor Operation/Conduct/Right of Entry and Inspection.** (a) Exhibitors may not schedule private functions or events which conflict with officially scheduled CYMF events. CYMF reserves the right to request and enforce cessation of any non-approved activity as it sees fit; (b) Exhibitors may not use strolling entertainment, nor distribute samples, magazine, or advertising materials in any area outside their exhibit booth including but not limited to, paraphernalia that is associated with or representing a competing or similar entity as the Association or their publications. Any type of product distributed for purposes of display in other Exhibitor’s booths will be immediately removed and destroyed; (c) The use of objectionable amplifying or lighting equipment may not exceed reasonable limits. CYMF reserves the right to have exhibitors remove any strobe lighting that negatively affects other exhibitors or attendees; (d) All activities must be carried on in Exhibitor’s contracted exhibit space. Furthermore, product demonstrations, presentations, and entertainment located *within* an

exhibitor’s booth space may not cause significant obstruction of aisles or encroach on neighboring exhibits. Adequate space/seating for presentations and demonstrations must be provided by the exhibitor *within* the exhibitor’s booth. CYMF reserves the right to have the exhibitor discontinue any activity or dismantle any display/demonstration feature that interferes with normal traffic flow.

To conduct a demonstration lecture *within* an exhibit, the exhibit space must be a minimum of 400 square feet and must be in a 20' x 20' configuration. Exhibitors are required to allocate adequate exhibit space near these gathering zones to conveniently accommodate company personnel and visitors. Linear exhibits do not qualify for demonstration lectures. (e) Entertainment, marketing schemes or activity outside of your assigned space for the purpose of generating traffic to your booth must have the express written consent of the Show Management prior to the event this will not happen or be approved during exhibit hall hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display.

If an Exhibitor or Exhibitor Appointed Contractor (EAC) engages in any conduct in violation of this Agreement and/or applicable laws, CYMF reserves the right to cancel the Exhibitor’s space without further notice and without further obligation to refund monies previously paid and to re-sell or remove completely from show floor. CYMF further reserves the right to reject Exhibitor’s application in future shows. Further, CYMF in its absolute discretion, shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall always conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, CYMF, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

**Facilities Rules.** Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the individual displays or the exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facility rules and regulations and local laws may result in the closure of its exhibit by CYMF.

**Fire Protection.** All booth material must be nonflammable and meet all requirements of Everett Fire Department, Everett, WA.

**Loss, Theft, Damage.** Show Management provides limited perimeter guard security but shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Show Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of Show Management, Venue, and all Event Partners, and further assumes all liability for such risk. If Exhibitor’s materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space

rental. Exhibitor shall carry special insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, Show Management. Additional show insurance is offered through our approved contractor. Due to insurance and safety considerations, children under 5 are not allowed in the exhibit hall during setup and tear-down.

**Privacy Policy.** Agreed upon by the European Parliament and Council in April 2016, the **General Data Protection Regulation (GDPR)** requires that Events/Organizations, such as CYMF, protect EU citizens' personal data and privacy. CYMF will comply with this law in its entirety which can limit/impact data available to exhibitors. To review CYMF's compliance efforts, download a copy of our **Privacy Policy**.

**List Usage/Rental.** Further, to protect the integrity of the Event and the privacy of our participants, CYMF does not sell participant data. Unsolicited marketing from third parties claiming to offer access to names/contacts of the "attendee database" are completely fraudulent and are in no way associated with CYMF. Purchasing/Renting/Utilizing a list from a third party, is a direct violation of CYMF's Privacy Policy and CYMF will not be liable for any fines imposed on the Exhibitor in accordance with the **General Data Protection Regulation (GDPR)**.

Further, CYMF considers purchasing or renting such lists as a violation of your participation in the event and may impose penalties/fines, including but not limited to loss of priority points associated with preferred exhibitors, cancellation of current or future participation, sponsorships included, resulting in no refund. This does not release the Exhibitor from the obligations of this contract.

**Americans with Disabilities Act.** Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold CYMF, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

**Music Licensing.** Exhibitors agree to comply with existing regulations on music licensing and agree to indemnify and hold harmless CYMF against any claims or expenses arising from noncompliance with these regulations.

**Live/Video Streaming/Photography.** Exhibitors and attendees are prohibited from videotaping, video streaming/wireless transmitting or photographing other exhibitors' booths, events or activities during the CYMF Convention & Expo GeekFest, without the express written permission of CYMF. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor's booth. By submitting your exhibit contract, the exhibitor gives consent to the CYMF professional photographer to use images of both your person(s) and/or your display. The prohibition against videotaping, video streaming/wireless transmitting or photographing the event extends to members of the press unless they are registered as press and possess a "press" badge/ribbon. Booth personnel should immediately notify CYMF's show management if they believe their booth, or another booth is being photographed/videotaped without permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of CYMF show management. CYMF reserves the right to deny, alter or limit such access or distribution as

the Event is the proprietary property of the CYMF. In the case that sponsorships, advertising, or anything similar is sold based on content obtained from the Event, whether on the show floor or elsewhere tied to the Event, CYMF reserves the right to claim all such proceeds from seller without penalty. Any legal fees incurred by CYMF to secure such revenue/proceeds will be at the expense of the party in violation.

**Exhibitor Service Kit.** Exhibitor Service Kits will be available through GeekFest.com on the official Conference website no less than two weeks from the Event. Kits will include a list of all approved and appointed official contractors, any amended or additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and auxiliary services order forms, audio/visual, additional visibility opportunities, and a helpful deadline checklist to ensure you are meeting all deadlines. **Additional fees will be incurred after deadlines.**

**Unions and Official Contractors.** Exhibitor shall employ labor only from sources officially designated by Show Management for the installation, maintenance and dismantling of its exhibit, and shall use only the service organizations officially designated by Show Management for all services in connection with the installation, maintenance, cleaning and dismantling of exhibits and in connection with the operation of projection devices. Exhibitor must request Show Management's authorization to use an Exhibitor Appointed Contractor (EAC) no later than forty-five (45) days prior to the first scheduled installation date for the Show. Show Management shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s) and official contractors or labor organizations. In the event of such dispute, any action or decision by Show Management intended to resolve the dispute shall be binding on the Exhibitor(s).

**Exhibitor Service Desk.** Provisions have been made to maintain an Exhibitor Service Desk, located on the first floor at the event center, throughout the exhibition's installation, operation, and dismantling period.

**Listing and Promotional Materials.** By exhibiting at the Event, Exhibitor grants CYMF a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of exhibitors or Event and to use such names in promotional materials. CYMF shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

**Liability.** The Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between CYMF and the Exhibitor. Exhibitor agrees to indemnify, hold harmless, and defend Courtyard Media Foundation, and their respective members, officers, directors, agents, and employees ("indemnities") from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees caused by

Exhibitors installations, maintenance, occupancy or use of the exhibition premises or a part thereof.

**Insurance.** Exhibitors must obtain insurance policies covering exhibiting materials at the CYMF Event. Exhibitor should also consider public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility Courtyard Media Foundation. Upon request, the Exhibitor shall provide a certificate of insurance to CYMF.

**Protection of Facility.** Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

**Exhibitor Violations.** Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of CYMF Geekfest, cancel the license to occupy space, and such exhibitor shall forfeit to the Association all monies paid. Upon evidence of violation, the Association may reenter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The Exhibitor shall pay all such expense and damages which the Association may incur and shall forfeit all monies paid or due the Association on account thereof. The Exhibitor waives any right to service of written notice of the Association's intention to terminate this agreement and repossess space occupied by the exhibitor.

**Interpretation and Enforcement.** These rules and regulations are to be construed as a part of all space applications and contracts. CYMF has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event.

Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for CYMF to require immediate removal of the offending exhibitor and may result in forfeiture of all further rights to exhibit at future events sponsored or held by CYMF, together with all fees paid.

**Website Disclaimer & Waiver.** The material on the official Event website and/or Event Mobile app is provided "as is," without any conditions, warranties, or other terms of any kind. While we endeavor to ensure that the information on the Site is accurate when posted, we cannot be held liable for its accuracy or timeliness, and we may change the information at any time without notice. You should not rely solely on information on the Site, and you acknowledge that you must take appropriate steps to verify all information before acting upon it. This includes but is not limited to; Expo Hall hours, move-in and move-out dates, terms and conditions and booth regulations. Always reference the Exhibitor Service Kit (*located in the Exhibitor Service Center*) for the most accurate information. In cases of questions, contact [Nathan.Mumm@geekfest.com](mailto:Nathan.Mumm@geekfest.com)

**Right to Change Location, Dates, and/or Terms & Conditions.** Show Management retains the right to change the Convention/Exhibit location, dates, and/or rules upon notice to Exhibitor. Any additional details not specifically covered by the terms and conditions contained herein shall be subject to the decision and at the discretion of CYMF. At the sole discretion of CYMF, changes, amendments, or additions may be made to these terms and conditions. Any such changes shall be binding on Exhibitors equally with the other terms and conditions contained herein.

**Note: Please read the GeekFest 2024 Exhibitor Advertising / Sponsor Terms & Conditions carefully. It is important that all representatives from your company who attend the Event be aware of the terms and conditions, as well as information that affects the operation of the Courtyard Media Foundation Event (GeekFest). These policies are strictly adhered to and enforced without question.**

**Signature that as the Exhibitor / Vendor / Sponsor, you have read this agreement and can follow the Terms & Conditions outlined.**

City of Everett (Library)

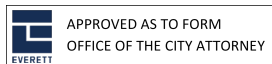


**Signature**

Cassie Franklin, Mayor

04/05/2024

**Date**



**Attest:**














# GeekFest Agreement\_SD

Final Audit Report

2024-04-05

Created:	2024-04-04
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnUoKF3c5d5m8zvaAr5mGiG7kBLxYgRyG


## "GeekFest Agreement\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-04-04 - 9:42:50 PM GMT
-  Document emailed to Meghan Edwards-Bond (MEwards-Bond@everettwa.gov) for approval  
2024-04-04 - 9:43:48 PM GMT
-  Email viewed by Meghan Edwards-Bond (MEwards-Bond@everettwa.gov)  
2024-04-04 - 9:44:06 PM GMT
-  Document approved by Meghan Edwards-Bond (MEwards-Bond@everettwa.gov)  
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