



All Exhibitors and their representatives participating in the **Tritone Expo** over the dates of **April 2-3, 2016** are required to comply with and abide by the terms and conditions ("**Terms and Conditions**") stated in this Exhibitor Contract ("**Contract**"), which are fully incorporated by reference herein, and can be accessed online at [tritoneexpo.com](http://tritoneexpo.com).

In consideration of the promises and the mutual covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

## Code of Conduct

The Tritone Expo is dedicated to providing a welcoming, harassment-free event experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion (or lack thereof), or gear/education-related preferences. We do not tolerate harassment by participants in any form.

Examples of harassment include offensive comments, verbal threats or demands, sexualized images in public spaces, intimidation, stalking, harassing photography or recording, sustained disruption of sessions or events, and unwelcome physical contact or sexual attention. Harassment also includes slights and negative messages, both unintended and intentional, based solely on appearance (sometimes called microaggressions).

We expect all participants — attendees, exhibitors, sponsors, volunteers, and staff — to follow the Code of Conduct during the Tritone Expo. This also includes Expo-related social events at off-site locations, and in related online communities and social media. Participants asked to stop any harassing behavior are expected to comply immediately. Tritone Expo participants violating this Code of Conduct may be expelled from the event without a refund, and/or banned from future events, at the sole discretion of the Tritone Expo.

Please bring any concerns to the immediate attention of the event staff, or contact our managing partner, Michael Tomko at [tritoneventures@gmail.com](mailto:tritoneventures@gmail.com).

## Products & Services Displayed

All Products and Services displayed at the Tritone Expo are to be related to the music and music products industry/s or field/s, unless otherwise permitted by the Tritone Expo. The Tritone Expo reserves the right to require an Exhibitor to submit a comprehensive description of the nature of its business and/or photographs, samples, or drawings of the products and services Exhibitor intends to exhibit, display, advertise, or promote at the Event.

---

## Cost of Exhibition / Cancellation

Basic Exhibition for all qualified Exhibitors will be provided by the Tritone Expo free-of-charge. Expanded/preferred exhibition space, additional technical requirements, or other Sponsorship benefits may be available for an additional, non-refundable cost, at the sole discretion of the Tritone Expo, on a pre-arranged, case-by-case basis. There is a \$50 cancellation fee imposed on all Exhibitors cancelling within 30-days of the date of the event or once the Exhibitor listing has been published, whichever is earliest.

## Placement/Assignment of Exhibit Space Policy

Tritone Expo, at its sole discretion, will place Exhibitors throughout the exhibition space. Exhibitors will be arranged in accordance with designated Zones, which are designed to provide the event participants with a natural and organized flow throughout the exhibition space. Tritone Expo retains the flexibility to act at its discretion with regard to changing circumstances.

Exhibitor cannot sell, assign, transfer, share, sublet or permit its Exhibit space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified without the prior written approval of Tritone Expo.

## Limitation of Liability

Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the event, including, without limitation, all risks of theft, harm, loss, damage or injury to or of any person (including death), its own property or the property of others, business or profits of Exhibitor, tortuous activity of any kind (including libel, slander or injuries caused by sound levels in or around Exhibitor's exhibit) whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the event.

Exhibitor agrees that to the maximum extent permitted by law, Tritone Ventures, LLC, CIC 4240, LLC, the exhibition facilities, neighbors, and tenants, and their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "property") belonging to Exhibitor and they are released from liability for any damage, loss or injury to person or property of Exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other casualty, calamity or causes whatsoever.

In no event will Tritone Expo, CIC 4240, LLC, the exhibition facilities, neighbors, and tenants, or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages.

Tritone Expo makes no representations or warranties, express or implied, regarding any sort of guarantee or business expectancy for Exhibitors as a result of Exhibiting at the Tritone Expo.

---

## Damage To Property

Exhibitor is liable for any damage or loss caused to the Exhibition Facility or booth equipment, its own property, or to the property of others. In the event damage or loss occurs to an Exhibitor's display/exhibit by another Exhibitor, the involved parties are responsible for resolving the dispute.

## Taxes, Permits, and Licenses

Exhibitor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Exhibitor's activities at the Event. Exhibitor will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

## Intellectual Property and Use of Copyrighted Works

Exhibitor warrants that they retain the ownership or rights to all materials, products, and content used and displayed through their participation in the Tritone Expo. Exhibitor understands and agrees that Tritone Expo has no obligation to monitor or stop the uses and displays of Intellectual Property at the Event, and accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to all obligations to report data and to pay royalty fees. Exhibitors agree not to sue Tritone Ventures, LLC, CIC 4240, LLC, the exhibition facilities, neighbors, and tenants, or their respective owners, directors, officers, employees, agents and representatives for contributory infringement or any other theory that they are indirectly or secondarily liable for the intellectual property violation of another party, or threaten to do so.

## Tritone Expo Decisions

Any and all matters, compliance issues or questions not specifically covered or addressed in this Contract as stated herein, will be subject solely to the decision and determination of Tritone Expo. Tritone Expo reserves the right to make changes, amendments and additions to the terms and conditions of this Contract at any time and without prior notice. All changes, amendments and additions so made shall be binding on Exhibitor. Exhibitors will be advised of any such changes as reasonably deemed necessary by Tritone Expo. Further, Exhibitor agrees that Tritone Expo will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions stated herein, Rules and Regulations, and in all instances Tritone Expo's rulings will be final.

## Exhibitor's Acceptance

Upon Exhibitor's execution of the Contract, Exhibitor acknowledges that it has read and understands the Terms and Conditions and expressly agrees to accept such Terms and Conditions contained in this Contract. Further, the person signing this Contract on behalf of Exhibitor represents and warrants that he/she is competent and has the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor.