



**Please complete form, sign, and return to [rjonas@girlscouts.org](mailto:rjonas@girlscouts.org).**

\_\_\_\_\_  
**Exhibitor/Company Name (Legal)**

\_\_\_\_\_  
**Company Doing Business as (if different; to be listed in the directory)**

\_\_\_\_\_  
**Organization Contact**

\_\_\_\_\_  
**Onsite Contact (if different)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Phone email Address**

**Please Sign Here**

\_\_\_\_\_  
**Name Date**

**General Category**

(Full description will be taken after contract is approved.)

- B-to-B  Consumer  Entrepreneurship  Life Skills  Service  
 Outdoors  Finance  Education  Association  Other

**NOTE:** Signature and payment must accompany application; those without will not be processed. Signature above affirms authorization to bind company, acceptance that this application constitutes a contract, and agreement to abide by all terms and conditions. This contract is subject to (1) acceptance by the Girl Scouts of the USA and (2) such additional terms and conditions as are set forth within and on the attached pages, which constitute a part of this Contract. The above information will be used for all published listings, billing, and correspondence.

**Booth Location**

Please visit the floor plan (<https://bit.ly/3T1mb7l>) and list your top choices below. \*Show management will make every effort to accommodate each applicant's preferred booth location. If your choices are not available, management will do its best to place you close to one of your top choices. Show management reserves sole discretion in making booth assignments, rearranging the floor plan, or accommodating booth structures.

\_\_\_\_\_  
**First Choice Second Choice Third Choice**  
 \_\_\_\_\_  
**Fourth Choice Fifth Choice Sixth Choice**

**If possible, please SEPARATE our booth FROM the following\*:**

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

**If possible, please LOCATE our booth NEAR the following\*:**

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

**Details**

Exhibit booth PLUS 10'x10' package includes standard pipe & drape, ID, sign, up to 4 expo registrations, opt-in pre-attendee list, 1 2'x6' skirted table, 2 chairs, 1 wastebasket, and enhanced professional listing in the printed program and online floor plan. Basic and other sizes include standard pipe& drape and ID sign.

**2023 Booth Pricing**

	10'x10'	10'x10' PLUS	10'x20'	10'x30'	20'x20'	20'x30'
<b>Returning exhibitors</b>	\$2,650	\$3,195	\$5,150	\$7,190	\$9,880	\$11,400
<b>New exhibitors</b>	\$2,915	\$3,515	\$5,665	\$7,909	\$10,868	\$12,540
<b>Corner</b>	\$185	\$185	\$185	\$185	N/A	N/A

Need more exhibit space? Just ask! Bulk Calculation for booths above 600 square feet: Booth size \_\_\_\_\_ x \$19 per square foot = \_\_\_\_\_

\*Inquire about qualifications for special rates.

**Select Booth Size**

10'x10'                      10'x10' PLUS                      10'x20'  
 10'x30'                      20'x20'                      20'x30'

Booth Rate

Corner Booth Fees (if applicable)

Subtotal

YES, please reserve a ¼-page ad in the program and exhibitors guide for \$850

**Total Amount Due**

**Payment Options**

**Wire Transfer and ACH:**

Bank Name and Address: Bank of New York Mellon, One Wall Street, 27th Floor, New York, NY 10286  
 Beneficiary: Girl Scouts of the USA  
 Account Number: 6300677981 ABA#021000018 Swift Code: IRVTUS3N

**Please make checks payable** to Girl Scouts of the USA and reference Phenom by Girl Scouts. Checks may be mailed to Membership, P.O. Box 5048, New York, NY 10087-5048.

**To pay by credit card,** please call Lauren Jonas at 703-609-3973.

**Fee Deposits and Cancellations:** 50% deposit is due within 10 days of reservation and balance due within 60 days before March 13, 2023. After March 13, 2023 full payment is required to reserve a booth. 25% of the booth fee is non-refundable. Exhibitors that have not paid in full by the payment deadline risk forfeiting their Exhibit Space. All cancellations must be requested in writing via email to [ljonas@girlscouts.org](mailto:ljonas@girlscouts.org).

THIS CONTRACT IS A COMMITMENT TO EXHIBIT AT THE HALL OF EXPERIENCES EXPO HALL DURING THE GIRL SCOUTS OF THE UNITED STATES OF AMERICA'S ("GSUSA") PHENOM CONVENTION 2023, FROM JULY 20, 2023 TO JULY 22, 2023, AT WALT DISNEY WORLD® RESORT, ORLANDO, FL (THE "EVENT").

## **TERMS AND CONDITIONS FOR EXHIBITORS**

### **1. COMPLIANCE**

- a) Exhibitors must fully comply with, enforce, and observe in all respects all laws, ordinances, rules, and regulations, federal, state, and municipal, and of the various departments and bureaus thereof, including, but not limited to, labor laws which may affect the Event space and exhibit booth space ("Exhibit Space" or "Booth") and workforce therein, and where applicable, choosing contractors and laborers who will not cause labor disharmony. Exhibitors shall be solely responsible for ensuring that their Exhibit Space is in full compliance with the Americans with Disabilities Act and with the regulations implementing that Act.
- b) GSUSA is an Equal Opportunity Employer. Exhibitors represent and warrant that they are in compliance with government laws and regulations related to non-discrimination on the basis of race, color, creed, gender, sexual orientation, age, disability, national origin, citizenship, or marital status.
- c) EXHIBITORS WILL BE PERMITTED TO SELL PRODUCTS AND/OR SERVICE ITEMS WITHIN THEIR EXHIBIT SPACE AT THE DESIGNATED SALES AREA SECTIONS OF THE WALT DISNEY WORLD® RESORT ONLY, SUBJECT TO PRE-APPROVAL OF SUCH PRODUCTS AND/OR SERVICE ITEMS BY GSUSA, THE EXHIBIT MANAGER DESIGNATED BY GSUSA ("EXHIBIT MANAGER"), AND DISNEY DESTINATIONS, LLC AND ITS AFFILIATES ("DISNEY"). DETAILED DESCRIPTIONS OF ANY SUCH PRODUCTS, REFERENCING SIZE, WEIGHT, COLOR, ETC., MANUFACTURER WITH ILLUSTRATIONS AND/OR PHOTOGRAPHS OF THE PRODUCT AND/OR SERVICE ITEMS, A DESCRIPTIVE BROCHURE MUST BE FORWARDED TO THE EXHIBIT MANAGER WITH THIS APPLICATION.

### **2. CONTRACT FOR EXHIBIT SPACE**

- a) This application for Exhibit Space with these accompanying terms and conditions, the formal notice of Exhibit Space assignment by the Exhibit Manager, and the payment of rental charges, together, constitute the contract ("Contract") for the right to use the Exhibit Space for the purposes set forth herein. Without an additional, specific written agreement, this Contract does not constitute an endorsement of the Exhibitor's product and/or service by GSUSA. Applications should be filed promptly and must be accompanied by a check or credit card. (Federal agencies may submit a purchase order and defer payment until completion of convention.) GSUSA reserves the right to move or relocate Exhibitor's Exhibit Space at any time.
- b) Measurements shown on the floor plan are provided by Disney. GSUSA reserves the right to modify as necessary, making equitable adjustments with any Exhibitor affected thereby.

### **3. FEE DEPOSITS AND CANCELLATIONS**

- c) Prior to March 13, 2023, a 50% nonrefundable deposit is due within 10 days of an Exhibit Space reservation, with the balance due within 60 days of reservation. From March 13, 2023 on, full payment is required to reserve an Exhibit Space. Exhibitors that have not paid in full by the payment deadline risk forfeiting their Exhibit Space.
- d) All cancellations must be requested in writing via email to [ljonas@girlscouts.org](mailto:ljonas@girlscouts.org). Cancellation relinquishes all benefits provided to Exhibitors. All requests for refunds must be received prior to May 10, 2023. Deposits are nonrefundable. For fully paid-up reservations made prior to March 13, 2023 and cancelled prior to May 10, 2023, 50% of the Exhibit Space fee will be refunded. For reservations made on or after March 13, 2023, and cancelled prior to May 10, 2023, 25% of the Exhibit Space fee will be refunded. No refund will be awarded if the cancellation request is received on or after May 10, 2023, regardless of resale of assigned Exhibit Space.
- e) Exhibit Space reduction requests may be made in writing via email to [ljonas@girlscouts.org](mailto:ljonas@girlscouts.org), however, Exhibitors are responsible for no less than 75% of their original Exhibit Space fee, and the difference in rates between the Exhibitor's initial Exhibit Space rate and downsized Exhibit Space rate cannot be applied to any other GSUSA service.

**4. FORCE MAJEURE.** Should the Event be canceled, postponed or abandoned, the limit of claim for damages and or compensation by the Exhibitor shall be the return of the amount already paid for the Exhibit Space for this Event. Should the Event be curtailed or abandoned in part, the limit of claim for damages and or compensation by the Exhibitor shall be the return of the prorated amount the Exhibitor already paid for Exhibit Space for the canceled portion of this specific Event, less any expenses already incurred by GSUSA or contractually obligated to be paid by GSUSA. However, Exhibitors will not be reimbursed if the Event is canceled, postponed, curtailed or abandoned due to a force majeure event, which may include without limitation pandemics, extreme weather events, natural disasters, an act of war, act or threatened act of terrorism, insurrection, or radioactive contamination.

## **5. USE OF SPACE**

- a) No Exhibitor shall place a Booth in such a manner as to interfere with any other exhibit. Nothing shall be displayed at a height above the top of the Exhibit Space back wall. The standard Exhibit Space equipment as furnished by GSUSA will consist of a draped back wall supported by aluminum tubing and a one-line company sign, 7" x 44" including company name, city, and state and booth number per Exhibitor. The Exhibit Space back wall is 8' high; the side partitions are 3' high. No built-up Booth or other construction shall exceed 8' in background height or 3' in division rail height except as provided below. Backgrounds 8' high shall not extend out from the Exhibit Space backing to exceed more than 5' of Exhibit Space depth. This rule does not apply to a single machine or other piece of equipment which as regularly built and used in the industry is of greater height. No company name or advertising shall be displayed above the permissible height of the background for any Booth. No construction is allowed at the side of the Booth which may obscure the view of adjacent booths. In Exhibit Spaces along the perimeter of the exhibit area (wall spaces), backgrounds may extend up to 12' in height. Plans for island displays and spaces surrounded by aisles on three sides, must be submitted to and approved by the Exhibit Manager, and adhere to these terms and conditions. The height limit for structure and signs for

island and peninsula booths is 22 inches.

- b) If Exhibitors seek to install unusual equipment or any appliances that may be subject to fire codes, Exhibitors must, before installation, seek prior written approval from the Exhibit Manager and Disney, and comply with all applicable requirements concerning facilities or regulations.
- c) The Exhibit Manager reserves the right to restrict exhibits that are objectionable because of noise, glaring or flashing lights, methods of operations, or management, which may detract from the general character of the Event. This reservation includes persons, things, conduct, printed matter or anything Exhibit Manager determines to be objectionable. In the event of such restriction or eviction, neither GSUSA nor Exhibit Manager is liable for any refund of any amount paid hereunder. No display material exposing an unfinished surface to neighboring booths will be permitted.
- d) Demonstrations must be so located that crowds collected will be within the Exhibitor's Exhibit Space and not blocking the aisle of neighboring exhibits. Demonstrations, giveaways, sweepstakes, and contests of any kind must receive prior written approval from the Exhibit Manager. Samples of all giveaway materials or any item to be distributed by Exhibitor must be forwarded to the Exhibit Manager by June 30, 2023. Giveaways not cleared in writing may not be distributed at the Event. Exhibitor will furnish, unless exempted by GSUSA, product liability insurance for any giveaway products and will indemnify GSUSA, Exhibit Manager and Disney for any claims arising in connection with the giveaway, or giveaway products, including any trademark/service mark copyright infringement allegations.
- e) The playing of music is prohibited at the Event. Any Exhibitor seeking an exception must contact the Exhibit Manager. If Exhibitor receives Exhibit Manager's prior written approval, Exhibitor may play music only in compliance with any restrictions required by Exhibit Manager.
- f) Distribution of circulars or promotional material may be made only within the Booth assigned to the Exhibitor presenting such material. Only an firm or organization that has not entered into a Contract for Exhibit Space will be permitted to solicit business at the Event, in any public space of the Walt Disney World® Resort, or at any of GSUSA's contracted convention hotels.
- g) Exhibitors agree not to assign or sublet any Exhibit Space allotted to them without prior written permission of Exhibit Manager; Exhibitors who assign, sublet, or otherwise share their Exhibit Space without written permission of Exhibit Manager will be subject to a fine. In addition, Exhibitors will be subject to a forfeit of any prepayment amount and will also be subject to removal from their assigned Exhibit Space and show floor at Exhibitor's cost. Exhibitors further agree not to display or demonstrate its products or services, distribute advertising materials in the halls or corridors, or in any other way to occupy or use the facilities for a purpose inconsistent with these terms and conditions.
- h) It is expressly agreed by the Exhibitor that in the event Exhibitor fails to install Exhibitor's product in its Exhibit Space or fails to pay any fee at the time specified, Exhibit Manager shall have the right to take possession of the Exhibit Space and lease some of any part thereof to such parties and upon such terms and conditions as it may deem proper. Exhibitor's replacement or GSUSA's re-letting of the Exhibitor's canceled/unused Exhibit Space shall not excuse Exhibitor from payment obligation of any monies due to GSUSA hereunder.
- i) All Booths must be staffed at all times while the Booth is open to the public by personnel that is eighteen (18) years of age or older.

## **6. FOOD SAMPLING**

- a) No Exhibitor will be permitted to distribute food or beverages unless such permission is obtained from Disney and the Exhibit Manager in writing prior to July 10, 2023.
- b) Exhibitor must comply with all Disney policies for food attached hereto as Exhibit A (“Disney Policies”).
- c) While it is realized that some Exhibitors find sampling to be the most effective means of creating interest in their products, the distribution of samples must not be carried to extreme so as to result in unsightly and annoying conditions to other Exhibitors. Exhibitors that distribute samples must confine such distribution to the limits of their own Exhibit Space. Ample facilities must be provided within the limits of the Exhibit Space for the collection of refuse. Waste baskets or other containers must not be placed in the aisles.
- d) In the event food or beverages are to be served in glasses, cups, or dishes, such dishes shall be cleaned in accordance with the health ordinances of the State of Florida, and neither the conduct nor serving of food or beverages at the Booth shall conflict with said state ordinances.
- e) Exhibitor shall be fully responsible for any and all liabilities that may result from the consumption of such distribution of food and beverages and shall waive any and all liability against GSUSA and Disney. Exhibitor will assume any and all risks associated with, and will defend (if requested by and with counsel reasonably satisfactory to Disney and/or GSUSA), indemnify and hold GSUSA, Disney, and the other Disney Companies harmless from and against any and all liabilities, obligations, claims, damages, suits, costs and expenses of any nature (including, without limitation, attorneys' fees and costs through and including any appeal) (collectively, “Claims/Damages”) arising directly or indirectly out of or in connection with (i) the storage, distribution, consumption or other use (by anyone) of any of those food or beverage items (including, without limitation, arising out of or in connection with any food borne illness); and/or (ii) any failure by Exhibitor to comply with Disney Policies and/or applicable law. This assumption and indemnity covers, without limitation (and notwithstanding anything to the contrary contained in any agreement entered into between Disney or any other Disney Company and Exhibitor), any Claims/Damages based on the negligence, action or inaction of Disney or any other Disney Company (except for any such Claims/Damages shown, by clear and convincing evidence, to be caused solely by the gross negligence or willful misconduct of Disney or any other Disney Company). This assumption and indemnity covers, without limitation (and notwithstanding anything to the contrary contained in any agreement entered into between GSUSA and Exhibitor), any Claims/Damages based on the negligence, action or inaction of GSUSA (except for any such Claims/Damages shown, by clear and convincing evidence, to be caused solely by the gross negligence or willful misconduct of GSUSA). This assumption and indemnity further covers, without limitation, bodily injury and illness of any sort (including, without limitation, death) related to consumption or other use (by anyone) of any such food or beverage items.

**7. INTELLECTUAL PROPERTY.** The Exhibitor will obtain prior permission for the use and will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, photographs, materials, devices, processes or dramatic rights used in the Booth. GSUSA may use the names and logos of Exhibitors for the purpose of publicizing the Event before, during, and after the Event.

**8. INSTALLATION AND DISMANTLING OF EXHIBITS.** Installation begins at 8:00 AM on Wednesday, July 19, 2023 and must be complete by 10 AM on Thursday, July 20, 2023. The Event officially opens for a VIP Preview Party on Thursday, July 20, 2023 and opens Friday July 21, 2023 from 10:00 a.m. to 5:30 p.m. and closes Saturday July 21,2023 from 10:00 a.m. 5:30 p.m. The Exhibitor agrees not to dismantle the Booth or do any packing before the closing hour of the Event or they will be invoiced \$1,000.00 for early departure. All Exhibitor material not removed from the Event space by Sunday, July 23, 2023 at 12:00 p.m., will be removed by GSUSA at such Exhibitor's expense and liability.

**9. STORAGE.** Exhibitors will not be permitted to store empty crates under tables during exhibit period. The official contractor will store crates and packing cases during the exhibit and redeliver to the Exhibitor following the show. Accessible space will be provided for storage of giveaway materials needed during the exhibit hours.

**10. FIRE PREVENTION.** Electrical wirings must conform to the National Electric Code and all applicable federal, state and local codes. Booths must comply with all applicable National Fire Protection Association codes and standards, the Florida Fire Prevention Code, and any other applicable federal, state and local fire prevention codes (together, the "Fire Prevention Regulations"). If inspection indicates that any Exhibitor has neglected to comply with Fire Prevention Regulations or otherwise incurs a fire hazard, the Exhibit Manager may in its sole discretion cancel all or such part of the Exhibit Space that is not in compliance. Exhibitors must observe all Fire Prevention Regulations at all times. All table decorations, fabrics, decorative or otherwise, must be flame proofed in accordance with Fire Prevention Regulations requirements, and all hangings must clear the floor.

**11. CARE OF BUILDING AND EQUIPMENT.** Exhibitor is responsible for returning the Exhibit Space in as good a condition as it was received. Exhibitors and their agents shall not injure or deface the wall, floors, or other parts of the building, the booths, or the equipment used in the exhibits. Exhibitors are forbidden to drive tacks, nails, or screws into the walls or woodwork. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

**12. SECURITY.** Exhibitor must make provisions to safeguard its goods from the time they are placed in the Booth until the time they are removed. GSUSA, Exhibit Manager and Disney will not be responsible for loss, damage or theft due to any cause. Each Exhibitor agrees to be responsible for its own property through insurance or self-insurance and shall hold harmless GSUSA, Exhibit Manager, and Disney for any and all damage caused by theft and those perils normally covered by a fire and extended coverage policy.

**13. COLLECTION OF INFORMATION.** In the event that Exhibitor chooses to collect or receives information from the Event attendees (via electronic means or otherwise), Exhibitor shall do so in a manner that clearly identifies the Exhibitor, and not GSUSA, as the entity collecting or receiving the information.

**14. LIABILITY AND INSURANCE**

- a) Exhibitor assumes all responsibility for any and all loss, theft or damage to Exhibitor's displays, equipment and other property, while at the Event. Exhibitor hereby waives any claim or demand it may have against Disney arising from such loss, theft or damage, except to the extent such loss, theft or damage is due solely to Disney's gross negligence or willful misconduct (or that of its employees or agents), subject to any applicable statutory limitations of liability. Exhibitor also hereby waives any claim or demand it may have against GSUSA, the Board of Directors, Girl Scout councils and the officers, employees and agents of each (the "GSUSA Parties") arising from such loss, theft or damage, except to the extent such loss, theft or damage is due solely to the GSUSA Parties' gross negligence or willful misconduct (or that of its employees or agents), subject to any applicable statutory limitations of liability.
- b) Exhibitor acknowledges that neither the GSUSA Parties, Disney, nor the employees or agents thereof have any obligation or responsibility to safeguard or protect Exhibitor's merchandise or articles. Exhibitor agrees, for the benefit of the GSUSA Parties and Disney, to comply with all Walt Disney World® Resort policies for exhibitors and all applicable laws, codes and regulations. In addition, Exhibitor will defend (if requested by, and with counsel satisfactory to, Disney and/or GSUSA as applicable), indemnify and hold harmless the GSUSA Parties and Disney, and their respective parent, subsidiary and other affiliated or related companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs through and including any appeals, arising from or in connection with Exhibitor's occupancy and use of the exhibition premises or presence at the Event, or any part thereof or any negligent act, error or omission or willful misconduct of Exhibitor or its employees, contractors, subcontractors or agents.
- c) GSUSA will not be responsible for any failure of electric or other services. Exhibitors wishing to insure their goods must do so at their own expense.
- d) GSUSA is not liable for any errors in any listings or descriptions associated with the Event, or omission of the Exhibitor from the GSUSA's Event materials. The total amount for GSUSA's liability hereunder shall in no event exceed the amount of monies paid by Exhibitor under this Contract.
- e) Exhibitors are to have the following minimum insurance with an insurance company satisfactory to GSUSA and Disney in force throughout the Event and supply appropriate certification by June 30, 2023: workers' compensation specifically for the State of Florida; commercial general liability including products, completed operations, contractual and cross-liability of at least \$3,000,000 combined single limit per occurrence; and owned and non-owned vehicle liability of at least \$3,000,000 combined single limit per occurrence. The above insurance must provide coverage against claims for personal injury, bodily injury (including without limitation death) and property damage that result from any negligent act, error or omission of Exhibitor, Exhibitor's employees, contractors, and subcontractors that arise from or in connection with Exhibitor's participation, exhibition or presence at the Event, including without limitation any personal injury, bodily injury (including without limitation death) or property damage that arise from or in connection with Exhibitor participation, exhibition or presence at the Event.
- f) Exhibitors assume full liability for any accidents or injuries caused by or from any materials, products or anything else displayed or distributed by Exhibitor, including, but not limited to, any giveaway materials and samples. Exhibitor shall indemnify, defend (with legal counsel satisfactory to GSUSA), and hold GSUSA, its councils, affiliates, and Disney harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (i) Exhibitor participation,

exhibition or presence at the Event; (ii) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Contract; (iii) any matter for which Exhibitor is otherwise responsible under the terms of this Contract; (iv) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (v) any libel, slander, defamation or similar claims resulting from Exhibitor's actions; (vi) harm or injury (including death) to Exhibitor; and (vii) loss of or damage to Exhibitor property, Exhibitor business, or Exhibitor profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**15. CHOICE OF LAW.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles. Any actions relating to this Contract must be brought within the State of New York.

**16. RESERVATION OF RIGHTS.** No other rights are granted or licensed to Exhibitor under this Contract, by implication, estoppel, statute or otherwise, and except as may be expressly provided in the Contract, Exhibitor has no right to use any GSUSA service marks, trademarks, emblems, badges, descriptive or designating marks, or other words now or heretofore used in carrying out GSUSA's program, many of which are, in addition, protected by federal trademark and service mark registrations, except as expressly set forth herein.

**17. WAIVER.** Waiver by one party hereto of breach of any provision of this Contract by the other shall not operate or be construed as a continuing waiver.

**18. ASSIGNMENT.** Exhibitor shall not assign any rights under this Contract without the prior written consent of GSUSA.

**19. NOTICES.** Any and all notices or other communications required or desired to be given hereunder by any party shall be in writing.

**20. MODIFICATION OR AMENDMENT.** No amendment, change or modification of this Contract shall be valid unless in writing signed by the parties hereto.

**21. ENTIRE UNDERSTANDING.** The documents that comprise the Contract constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

**22. SEVERABILITY.** If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.

**These Exhibitor Terms and Conditions have become a part of the Contract between the Exhibitor and GSUSA and have been formulated for the best interest of all concerned. GSUSA respectfully asks the full cooperation of the Exhibitors in their observance. All points not covered or as to which there shall be any dispute are subject to the decision of the Exhibit Manager, whose decision shall be final and binding upon the application.**



**GSUSA and Exhibitor confirm their intent that this Contract shall be legally binding and enforceable. Exhibitor confirms that it has the full legal right and corporate power and authority to enter into and perform all its obligations under this Contract.**

## EXHIBIT A

### Policies for Sponsors, Vendors, Exhibitors and Other Third Parties that Desire to Bring Pre-Packaged, Ready-To-Eat, Shelf-Stable Food and Beverage Items into Disney Hotels at the *Walt Disney World*® Resort for Private Functions or Other Events

The following policies are intended to cover situations where a sponsor/vendor/exhibitor of any group desires to provide prepackaged, ready-to-eat, shelf-stable, food or beverage items for a function or other event to be held by that group (or by the sponsor/vendor/exhibitor) at any Disney hotel for the group's attendees. In certain instances the sponsor/vendor/exhibitor may desire that we store, serve and/or otherwise distribute those food or beverage items. As used in these Policies, "we," "us" or "our" means Disney Destinations, LLC; "**Disney Companies**" means us and our parent, subsidiary and other affiliated or related companies; "**Disney hotels**" means *Walt Disney World*® Resort hotels that are owned and operated by Disney Companies; and "**sponsor/vendor/exhibitor**" means any sponsor, vendor, exhibitor or other third party that brings in or otherwise provides any such food or beverage items for any function or event at any Disney hotel for the group's attendees.

#### 1.0 Approval of Functions/Events

Food and beverage items brought into Disney hotels by any sponsor/vendor/exhibitor pursuant to these Policies may be served or otherwise made available only to the group's attendees at the private functions/events held by the group (or the sponsor/vendor/exhibitor) that we approve for this purpose. Approval may be withheld in our sole discretion. Unless we otherwise agree in writing, any such food or beverage items must be served or otherwise made available only at locations not accessible to the general public (that is, within the group's or the sponsor/vendor/exhibitor's private function space).

#### 2.0 Pre-Packaged, Ready-To-Eat, Shelf-Stable, Etc.

The sponsor/vendor/exhibitor must ensure that any food or beverage items brought into any Disney hotel by the sponsor/vendor/exhibitor pursuant to these Policies:

- are pre-packaged in their original sealed packaging and labeled in accordance with FDA guidelines;
- are ready-to-eat, shelf-stable, and not past their expiration dates;
- have been prepared in commercial facilities and not in a private home; and
- are stored in a clearly marked area designated by us and kept separate from, and not used in conjunction with, any other food or beverage items we obtain through our normal food procurement process.

#### 3.0 Compliance with Law and other Resort Policies and Procedures

3.1 The sponsor/vendor/exhibitor must, at its sole cost and expense, comply with all applicable *Walt Disney World*® Resort policies and federal, state and local laws, rules and regulations (including, without limitation, the FDA Food Code) as to the delivery, offer, distribution, consumption and other use of the food and beverage items; and obtain any and all necessary or appropriate licenses and permits.

- 3.2 All food or beverage items containing alcohol must be accompanied by proof satisfactory to us that those items were lawfully shipped into or obtained in the State of Florida, and that all applicable Florida State taxes have been paid. In the case of food or beverage items containing alcohol, the sponsor/vendor/exhibitor must (i) deliver those items, or arrange for a licensed Florida distributor to deliver them, at the sponsor/vendor/exhibitor's or distributor's expense, directly to the function/event location; and (ii) make arrangements satisfactory to us to remove, immediately after the function/event, any remaining such items. The sponsor/vendor/exhibitor may keep any opened such items and may keep or arrange for the distributor to take back any unopened such items. Any invoice generated by an alcoholic beverage industry member must be provided to the sponsor/vendor/exhibitor and not to us.
- 3.3 We may require that all food and beverage items be served or otherwise made available by our personnel (and not by the sponsor/vendor/exhibitor).
- 3.4 The sponsor/vendor/exhibitor must adequately respond to attendee inquires as to food allergens or other special dietary requests at any function/event where such food or beverage items are served or otherwise made available.

#### 4.0 Theft or Loss; Removal of Leftover Food and Beverage

- 4.1 Neither we nor any other Disney Company will be responsible for any theft, loss or damage, for whatever reason, of or to any food or beverage brought into any Disney hotel by any sponsor/vendor/exhibitor.
- 4.2 Any leftover foods for which the packaging has been opened must be discarded.
- 4.3 The sponsor/vendor/exhibitor will remove any other remaining unserved food or beverage items from the Disney hotel premises (in accordance with all applicable laws, rules and regulations) by the end of the function/event for which those food or beverage items have been provided. Otherwise, we may dispose of them and charge the sponsor/vendor/exhibitor, as we deem appropriate.

#### 5.0 Fees for Accepting, Serving or Otherwise Distributing Food and Beverage Items

Our fees and charges for accepting and serving or otherwise distributing food and beverage items (obtained other than through our normal procurement process) are available upon request. All such fees and charges, plus applicable taxes, will be charged to the sponsor/vendor/exhibitor.

#### 6.0 Insurance

Unless we otherwise agree in writing, in order for any sponsor/vendor/exhibitor to be permitted to bring food or beverage items into any Disney hotel and/or otherwise provide food or beverage items for any function/event at any Disney hotel pursuant to these Policies (whether such food or beverage items are stored, served or otherwise made available by the group or the sponsor/vendor/exhibitor or by any Disney Company), the sponsor/vendor/exhibitor must maintain the following insurance in full force and effect at all times during that function/event:

- Commercial General Liability Insurance (including, without limitation, contractual, cross-liability, product liability and, where applicable, liquor liability) and Automobile Liability

Insurance (for all vehicles), with respective minimum limits of at least \$2,000,000 combined single limit per occurrence, protecting the sponsor/vendor/exhibitor and us (along with the other additional insured referred to below), from claims for personal injury, bodily injury (including, without limitation, death) and property damage arising out of or in connection with the storage, distribution, consumption or other use (by anyone) of any such food or beverage items (including, without limitation, any claims arising out of or in connection with any food borne illness).

- Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence.

All such insurance must:

- be with companies and on forms acceptable to us;
- provide a provision or endorsement that the coverage may not be canceled, terminated, changed or modified unless 30 days' prior written notice thereof is furnished to us;
- be primary and not contributory, and be on an occurrence basis; and
- be written by companies with a BEST guide rating of B+ VII or better.

The sponsor/vendor/exhibitor must furnish to us, before the function/event begins, a certificate of insurance (or copies of policies, if we require), evidencing compliance with the above requirements and naming "Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc. and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, agents, employees and assigns of each", as additional insureds. (This requirement does not apply to the Workers' Compensation Insurance.) The insurance certificate (or policies) for all insurance coverage required hereunder must also contain a waiver of subrogation. This waiver of subrogation will apply to all insurance required to be maintained hereunder and will be applicable to all entities named as additional insureds.

The above insurance is in addition to any other insurance the sponsor/vendor/exhibitor may be required to maintain in accordance with any other agreement entered into with us or any other Disney Company in connection with the function/event held by the sponsor/vendor/exhibitor (and, in the case of any conflict, the insurance provisions herein will prevail).

## 7.0 Indemnification

In order for any sponsor/vendor/exhibitor to be permitted to bring food or beverage items into any Disney hotel and/or otherwise provide food or beverage items pursuant to these Policies for any function/event at any Disney hotel, the sponsor/vendor/exhibitor will assume any and all risks associated with, and will defend (if requested by and with counsel reasonably satisfactory to us), indemnify and hold us and the other Disney Companies harmless from and against any and all liabilities, obligations, claims, damages, suits, costs and expenses of any nature (including, without limitation, attorneys' fees and costs through and including any appeal) (collectively, "**Claims/Damages**") arising directly or indirectly out of or in connection with (i) the storage, distribution, consumption or other use (by anyone) of any of those food or beverage items (including, without limitation, arising out of or in connection with any food borne illness); and/or (ii) any failure by the sponsor/vendor/exhibitor to comply with these Policies. This assumption and indemnity

covers, without limitation (and notwithstanding anything to the contrary contained in any agreement entered into between us or any other Disney Company and the sponsor/vendor/exhibitor), any Claims/Damages based on the negligence, action or inaction of us or any other Disney Company (except for any such Claims/Damages shown, by clear and convincing evidence, to be caused solely by the gross negligence or willful misconduct of us or any other Disney Company). This assumption and indemnity further covers, without limitation, bodily injury and illness of any sort (including, without limitation, death) related to consumption or other use (by anyone) of any such food or beverage items.

The above indemnification is in addition to any other indemnification agreed to by the sponsor/vendor/exhibitor pursuant to any agreement entered into with us or any other Disney Company (and, in the case of any conflict, the indemnification provisions herein will prevail).