



## 16<sup>th</sup> Annual Player Networking Event™ at the Super Bowl™ Vendor Participation Agreement

This agreement between Troupe21 & Associates (Troupe21), located at 509 Elm Street, Suite 306, Dallas, TX 75202—and the organization listed below hereto forth referred to as exhibitor—revolves around the 16<sup>th</sup> Annual Player Networking Event™ (PNE) at the Super Bowl, which will take place on Saturday, February 6, 2016 from 2:00pm to 6:00pm at San Jose State University, One Washington Square, San Jose, CA 95192.

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Primary Company Contact	Title	Email	Phone
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Company Name	Corporate Address	City, State	ZIP
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List all product(s) and/or service(s) that will be promoted during the event.

Troupe21 and exhibitor—hereto forth referred to as the parties—agree (1) that PNE is owned and operated by Troupe21 and (2) that the exhibitor is committed to staffing a vendor area at PNE 2016 for one of the following reasons: to engage in general networking activities; to entertain corporate clients and guests; to market products and/or services to event attendees; to provide second-career opportunities for former athletes and event attendees.

Unless otherwise noted, exhibitor agrees to pay the for the following event-related benefits: (i) an 8' x 8' vendor space with one six-foot table, two chairs and corporate identification sign, (ii) four PNE general admission tickets, (iii) corporate mention on event program, (iv) logo presence on the event video loop, and (v) first right of refusal for PNE 2017. **Exhibitor costs and any additional benefits tied to this agreement will be reflected on an invoice titled Attachment A.**

Exhibitor payments will be made to *Player Networking Event* or *PNE* and sent to the attention of Guy Troupe; mailing address 509 Elm Street, Suite 306, Dallas, Texas 75202. Exhibitor may also pay via credit card. A 3% fee will be charged on all credit card transactions.

Exhibitor understands and agrees that a portion of the programmatic focus of PNE 2016 will be dedicated to a workshop for event attendees that may suspend networking and vendor activity for approximately 90 minutes.

This agreement shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this agreement to the laws of another jurisdiction (see pages two and three of this agreement for additional terms).

## **EVENT ADMINISTRATION**

Troupe21 & Associates has exclusive decision-making authority for all aspects of the PNE 2016. Networking with vendors and guests is the primary programmatic activity. Other activities (e.g. private interviews, workshops, trainings, etc.) will take place during the event.

## **EXHIBIT SPACE**

Requests for exhibit location will take place between January 1 and January 15. Confirmed exhibit space will be provided when the exhibitor checks-in the day of the event. It is highly recommended that exhibitors create highly professional and visible signage to market and promote its products and/or services to event attendees. Exhibitor is required to keep booth space neat and orderly at all times. Troupe21 reserves the right to cancel or refuse exhibit space to any person or organization whose conduct, product or service is (in the opinion of Troupe21) incompatible with the image and objectives of the event.

## **MOVE-IN/SET-UP/DISMANTLE**

Exhibitor must set-up between 8:00am and 12:30pm on Saturday, February 6, 2016 at the venue: **San Jose State University, One Washington Square, San Jose, CA 95192 (Student Union Ballroom—Level II)**. Exhibitor is responsible for assembling, decorating and arranging exhibit space. Any exhibitor that has not completed set-up by 12:30pm may be denied participation without refund or recourse. Exhibitor can begin dismantling exhibit area at 6:15pm. All materials must be packed and removed from the venue by 7:45pm. Exhibitors that (a) leave materials behind, (b) fail to clean exhibit area, (c) request to store materials overnight, or (d) fail to checkout will be charged a \$300 fee. Exhibitor agrees that Troupe21 has the right to charge the credit card on file if any of the aforementioned occurs.

## **REGISTRATION**

Exhibitor is required to check-in at the PNE Registration Area and pass a visual exhibit space inspection at 1:00pm the day of the event. At that time, exhibitor will receive all event-related materials including event credentials, weekend benefits, paid-in full invoices, etc. Exhibitor will be required to provide a major credit card as a security deposit for incidental expenses incurred the day of the event.

## **BEST PRACTICES/SUGGESTED MARKETING APPROACH**

- Two people located at your exhibit space at all times; two people roaming to attract guests to vendor area.
- Interactive experiences, food, treats, gifts, etc. typically increases vendor traffic.
- Bring enough literature, gifts, SWAG, etc. for approximately 250 people.
- Networking with other exhibitors to learn about products, services, marketing strategies, etc.
- Dress is business casual; showing some uniformity with your team is suggested.
- Collect business cards for post-event follow-up.
- Dedicate ten minutes for green room interviews with the PNE media; times scheduled day of event.
- Develop a 50 second pitch that will be captured by PNE staff and uploaded on PNE website.

## **SECURITY AND INSURANCE**

The PNE will provide general, overall peripheral security during the PNE. The exhibitor is responsible for the security of property on site and carrying insurance for all potential occurrences. Any private security personnel must register with Troupe21 prior to the start of the event.

## **MEDIA**

Various portions of PNE will be captured on video. Troupe21 has the right to use all footage obtained for the primary purpose of marketing and promoting the business objectives of Troupe21 and PNE. All player-owned or affiliated businesses will be required to participate in a 10-minute interview. Exhibitors desiring to photograph, film, tape or broadcast PNE must obtain advanced written permission from Troupe21.

## **FOOD AND BEVERAGE EXHIBITS**

If your organization is requesting to serve sample size food and/or beverages during the event, we expect approximately 500 guests. Use your best judgment regarding quantities based upon your understanding of typical consumption at events of this nature. Exhibitor must (1) adhere to health and safety laws of the state of California, (2) secure and pay for equipment, utensils, products, etc., and (3) submit a one-page menu detailing all sample food and/or beverages for final approval by San Jose State University and Troupe21.

**USE OF MARKS/LOGOS.** The PNE name and logo, and related marks and logos may not be used for any purpose (i.e. promotional literature, giveaways, etc.) without the express written permission of PNE administrators. It is agreed that the PNE may utilize exhibitor's marks/logos in connection with pre, post and future event advertising and promotions—including but not limited to—the use of photos, images, likeness, marks and logos in written, email, internet, radio and television forums. Exhibitor has no pass through rights for use of the PNE or event-related marks and logos. Any desired use must be requested in writing as an attachment to this agreement. Exhibitor marks may be used perpetually on the PNE website: [www.pneinfo.com](http://www.pneinfo.com).

**DEMONSTRATIONS AND DISTRIBUTIONS.** All demonstrations and distributions of circulars and any other promotional materials must be confined to the limits of the exhibitor's booth. No exhibitor shall assign, sublet, or share space assigned without consent of the PNE administrator. Exhibitors must display products/ services manufactured or dealt in a regular course of business unless otherwise approved by PNE administrators.

**FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**INDEMNITY.** Exhibitor agrees to protect and keep the PNE administrator forever harmless from any damage or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement. Exhibitor shall at all times protect, indemnify and keep the PNE administrator harmless against and for costs, damages, liability, or expense arising from or out of any accident or other occurrence to anyone, including the exhibitor, its agents, employees and business invitees, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises or part thereof. The exhibitor is required to insure itself against property loss or damage and against liability for personal injury.

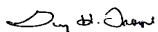
**WARRANTY.** The exhibitor provides products, services and/or content on an "as is" and "as available" basis without warranty of any kind. PNE administrators hereby disclaim all implied warranties including without limitation to warranties of merchantability, fitness for a particular purpose, performance, course of dealing, usage of trade, accuracy or reliability.

**INTEGRATION CLAUSE.** This agreement hereto contains the entire agreement of the parties with respect to the subject matter of this agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document duly executed by both parties.

**CONFIDENTIAL INFORMATION.** During the term of this agreement, the parties will develop and receive information that will be confidential or proprietary, including fees, costs, patents, trademarks, copyrights, improvements, know-how, specifications, data and other materials related to the event (collectively, the Confidential Information). During the term of this agreement and for a period of one year thereafter, the parties agree to maintain in confidence the Confidential Information. The parties shall use all reasonable precautions to ensure that all Confidential Information is protected and kept from unauthorized parties or disclosure.

**SIGNATURES.** The undersigned hereby acknowledges that **he/she has the authority to authorize and pay for all associated fees** on behalf of the exhibitor. The signee and exhibitor agrees (1) not to resell any of the benefits outlined in this agreement including Super Bowl game tickets if they are provided under this agreement; (2) that Guy Troupe has exclusive decision-making authority for the PNE; (3) that all exhibitor fees are non-refundable; and (4) agrees that this becomes a legally binding agreement when this document is completed and signed below.

**AGREED:**



Guy H. Troupe, PNE Administrator

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Name	Company Name	Title	*Signature	Date
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[Note: An invoice titled Attachment A will accompany this agreement; payment due within fourteen days of signing this agreement.]