



BronyCon 2013 - SCHEDULE

Thursday, August 1st

8 am – Hargrove Access to the Baltimore Convention Center

Noon – Hargrove Access to the Hilton Baltimore – Registration Table setup

5pm – 9 pm – Exhibitor move-in to Hall G. (Union Labor to unload personally owned vehicles (POV's) provided during this time)

Friday, August 2nd

7:30 am – 9:30 am – Exhibitor move-in to Hall G. (Union Labor to unload personally owned vehicles (POV's) provided during this time)

10:00 am – 6:30 pm – BronyCon Open

Saturday, August 3rd

10:00 am – 6:30 pm - BronyCon Open

Sunday, August 4th

10:00 am – 3:30 pm – BronyCon Open

3:30 pm – 5:30 pm - Exhibitor move-out to Hall G. (Union Labor to load personally owned vehicles (POV's) 4:00 pm – 7:00 pm – Registration dismantle, Hilton Baltimore



BronyCon Management Requirements

BRONYCON PACKAGE PRICING

\$24,000.00 Package Price

Hargrove, Inc. is offering BronyCon a package price of \$24,000.00 (Plus Tax) for all items outlined in this contract.

- *Items ordered by BronyCon above the package will be billed above the \$24,000 package price.*

REGISTRATION

Part of Package Price

Hargrove, Inc. will provide the following for Registration at the Hilton Baltimore:

- (18) 6' x 30" draped tables
- (18) 7" x 44" Registration Signs
- (36) Padded side chairs
- (1000') of rope and stanchion

Includes install/dismantle labor

BALLROOM – 20' HIGH VELOUR DRAPE

Part of Package Price

Hargrove, Inc. will provide the following for the Baltimore Convention Center - Ballroom:

- (300') of 20' high Blue/Black Velour drape, set based off room diagram.

Includes install/dismantle labor

**HALL G – EXHIBIT BOOTH PACKAGE****Part of Package Price**

Hargrove, Inc. will provide (140) 10' x 10' booth packages with the following:

- (10') of 8' high pipe and (Blue & White) drape with 3' Blue sidewall drape
- (1) 6' x 30" high Blue draped table
- (2) Padded side chairs
- (1) Wastebasket
- (1) 7" x 44" ID Sign
- Personally Owned Vehicles (POV) Unloading Labor

POV Labor Provided:

- 1) Thursday, August 1st @ 5 pm – 7 pm
- 2) Friday, August 2nd @ 8 am – 10 am
- 3) Sunday, August 4th @ 4 pm – 7 pm

MISC ITEM**Part of Package Price**

Hargrove, Inc. will provide the following at the Baltimore Convention Center::

- (20) Easels
- (10) 4' x 8' Poster Boards
- (5) 6' x 30' Draped Tables

ADDITIONAL ROPE AND STANCHION – BALLROOM**Estimated Costs - \$6,250.00**

Based on the ballroom layout provided by BronyCon, Hargrove, Inc. will provide 2,500 running ft of additional rope and stanchion.

(2,500) Running feet of rope and stanchion x \$5 per ft = \$12,500 – 50% discount = \$6,250 (Plus tax)

SIGNAGE PRICING**Costs - TBD**

Hargrove, Inc. will provide the signage at the rates below.

NOTE: Signage rates are based on approval ten (10) business days prior to install. Signage approved after this day are subject to a 25% rush charge.

- 3' x 8' Meter Panels – Single Sided @ \$325 each
- 3' x 8' Meter Panels – Double Sided @ \$395 each
- 28" x 44" Signs @ \$ 85 each
- 22" x 28" Sign @ \$ 65 each
- 11" x 14" Sign @ \$ 19 each

ADDITIONAL FURNITURE**Costs - TBD**

Hargrove, Inc. will provide additional furniture at the cost below:

- 4' x 30" Skirted Tables \$ 129 each
- 6' x 30" Skirted Tables \$ 139 each
- 8' x 30" Skirted Tables \$ 149 each
- 42" Cocktail tables \$ 139 each
- Padded Side Chair \$ 24 each
- Padded Barstool with back \$ 34 each

ADDITIONAL LABOR FOR POV UNLOADING**Costs - \$1,284.00**

Hargrove will provide an additional union labor to unload POV exhibitors on Thursday, August 1st from 7:00 pm – 9:00 pm

(6) Men x 2 hours = 12 hours overtime

(12) Hours x \$107 per hour overtime = \$1,284.00

Agreement Terms

Parties

This agreement is formed between BRONYCON and Hargrove, Inc. (HI) to produce the BronyCon 2013 at the Baltimore Convention Center.

Schedule

BRONYCON agrees to keep Hargrove, Inc. apprised of any schedule changes as they occur. The prices quoted by Hargrove are based on information that BRONYCON has provided with regard to the event location, the dates and times of move-in, the event itself, and move-out. Hargrove, Inc. reserves the right to modify the pricing and terms of the agreement should the schedule and/or venue change in material aspects and affect Hargrove, Inc's costs.

Contract Duration

This proposal is offered for the year 2013 inclusive.

Amendment

This contract may be amended by the mutual signed consent of BRONYCON and Hargrove at any time. If any amendment adds additional costs, these costs should be outlined in writing and either consented to in writing or via electronic confirmation by BRONYCON

Indemnification

Hargrove hereby agrees to indemnify, defend and hold harmless BRONYCON from and against any and all claims, demands, liabilities, judgments, liens, actions, damages, costs, and expenses (including reasonable attorneys' fees and court costs), that are actually incurred by BRONYCON (exclusive of any lost profits or indirect, special, consequential, exemplary or punitive damages), arising out of or directly attributable to Hargrove's willful misconduct, negligence or failure to perform its obligations under this contract or any other agreement between Hargrove and BRONYCON in connection with the Event(s) outlined in this contract.

Insurance

Hargrove shall maintain, for the duration of its work under this contract: (1) workers' compensation insurance covering all of its employees; (2) comprehensive general liability or commercial general liability insurance covering all operations; and (3) automobile liability insurance including coverage for all owned, hired and non-owned vehicles. All policies shall be in an amount of insurance of at least \$1,000,000.00. Such insurance shall name RM as an additional insured and shall be primary with respect to any insurance carried by BRONYCON. The additional insured is named as such, only to the extent provided by the indemnity provisions contained in this contract. This additional insured coverage specifically excludes coverage for the additional insured's negligence.

Confidentiality

BRONYCON and Hargrove agree to maintain in confidence and not to disclose, without the prior written approval of the other or the order of a court, the terms, prices and provisions of this contract, show layouts and other disclosed information to any person, firm or corporation other than its own agents, officers and employees having a need for such information.

Modification / Amendment, Entire Agreement

This Agreement constitutes the entire agreement between parties, and supersedes all prior writings or oral agreements. This Agreement may only be changed, modified, or amended, by a written instrument setting forth any such change, modification, or amendment, and which written instrument is signed by both parties to this agreement. The laws of the State of Maryland shall govern this Agreement and all its terms. In the event of a dispute arising out of or relating to this agreement, jurisdiction and venue for any such lawsuit shall be exclusively in the appropriate State Courts of Prince Georges County, Maryland. In any law suit arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs, including its reasonable attorney's fees, including at all trial and appellate levels.

Price Changes

The prices, discounts and other charges, set forth herein to be paid to Hargrove shall not be changed unless the Description of Event or the Schedule of Event information furnished by BRONYCON and set forth on the signature page hereof is or becomes materially incorrect. However, if this contract has a term of more than one Event, the prices, discounts and other charges shall be subject to change (a "Price Change") but not more than once per Event occurrence as mutually agreed by Hargrove and BRONYCON. In order to institute a Price Change, either party may request a price review for any and all services to be provided hereunder by written notice to the other party. The price review shall be conducted within 30 days after the date of the written notice and shall include review of such relevant matters as may be requested by either party. If the parties are unable to agree upon a Price Change either party may submit the disagreement for arbitration.

Cancellation Clause

In the event that it is necessary to cancel the event prior to the scheduled opening due to any cause, BRONYCON shall reimburse (HI) for actual direct costs incurred by (HI) prior to the date of cancellation. Cancellation shall not affect BRONYCON's obligation to pay for services rendered for meetings and work done prior to notice of cancellation.

BRONYCON shall not be obligated to pay for marketing/selling costs incurred by Hargrove to secure this contract prior to signing of the agreement.

Excusable Delay or Non-Performance

Hargrove shall not be liable for any damages sustained from delay or non-performance due to events beyond its reasonable control, including without limitation, strikes or other labor disputes, weather, earthquakes, fires, floods, war, riots, acts of terrorism, civil disorder, failure of power or utilities, and acts, demands or requirements of the government of the United States, or of any other state or government. Should the Event be cancelled or interrupted, Hargrove shall be reimbursed for the expenses it incurred pursuing or providing equipment or

services to BRONYCON

Remedy Limitation

In the event of a breach of this Agreement by (HI), whether such breach results from non-conforming goods, services, or otherwise, BRONYCON's sole and exclusive remedy shall be limited to a reduction or elimination of the charge or charges billed BRONYCON for that portion of the work that was nonconforming. BRONYCON shall not be entitled to recover special, incidental, or consequential damages.

Binding Effect

This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, and successors.

Complimentary and Discounted Services

The complimentary and discounted services provided within this proposal are based upon delivery and pick-up of the services occurring at the same time as the scheduled installation and dismantling of the exhibits. If BRONYCON requires these services to be provided earlier or dismantled once the exhibit hall is clear, HI reserves the right to assess the appropriate fees. In addition, no charge items provided are on a "use it or lose it" basis and will not be credited to offset the invoice.

Non-Performance Cancellation of Agreement

This contract may be canceled or terminated by either party upon material non-performance by the other party. Should either party to this contract fail to perform a material term, condition, duty or responsibility imposed upon it under the contract, then the complaining party shall notify the non-performing party in writing, by fax or by certified mail of the specific nature and extent of the non-performance, including the applicable provision(s) of this contract and provide notice of its intent to cancel or terminate the contract in the event the non-performance is not corrected or cured to the reasonable satisfaction of the complaining party within thirty (30) business days from the date of receipt of the notice of non-performance. In the event the non-performing party fails to correct or cure the non-performance within the specified thirty (30) business day cure period, the complaining party



shall have the right to terminate or cancel the contract immediately without further written notice to the non-performing party. If the contract is canceled or terminated, it shall be deemed null and void and from that date forward neither party shall have any continuing right or obligation to the other party.

Exclusivity

Subject to Section e. below, BRONYCON agrees that, to the extent not restricted by law or the rules of the facility, (HI) shall be the only provider of the general contracting services at the Event.

a. General: In the interest of safety, continuity and control, BRONYCON appoints (HI) as the exclusive on-site contractor of/at all Event Venues for the Services (including decorating) and any other services or equipment that BRONYCON or the Event facility ("Facility") may require (HI) to provide. For the purposes hereof, "equipment" means that equipment listed in the Services and all other devices necessary for the performance of (HI's) services, including forklifts and pallet jacks. Payments for Facility (such as cleaning, rigging, electrical, telecommunications, Internet connections, etc.) are BRONYCON's responsibility, unless these services are required to be ordered for BRONYCON by (HI) and the cost thereof will be absorbed by your exhibitors through the published exhibitor rates.

b. Freight: (HI) shall act as the official freight carrier for the Event. (HI) reserves the right to appoint carriers and all other sub-contractors as it deems necessary to handle this freight. This includes the appointment of a common carrier and/or air freight forwarders.

c. Cleaning: (HI) shall handle all exhibitor cleaning requirements for the Event if permitted by the Facility.

d. Exhibitor Appointed Contractors: If an individual exhibitor, however, chooses to utilize its own contractor ("EAC") to provide any of the services that (HI) may otherwise perform under this Agreement, BRONYCON authorizes (HI) to enforce the mutually agreed upon policy to prohibit any EAC from working at any Event unless the exhibitor seeking to use the EAC delivers to (HI) at least 10 days prior to the Event move in date (i) a written statement setting forth the identity and intended use of the EAC, and (ii) a certificate of insurance evidencing

that the EAC has in place the minimum insurance coverage of \$2,000,000, except for workers' compensation insurance, which shall be in the amount required by law. (HI) must be named as an additional insured on the EAC's policies, excluding workers' compensation insurance.

e. Hargrove is the exclusive provider of all material handling services.

Work Made for Hire

Any product, including but not limited to any logo, design, name or other mark ("Work Product"), created, designed or otherwise manufactured by Hargrove pursuant to this proposal shall be a work made for hire.

Hargrove hereby transfers and assigns to BRONYCON all of its right, title and interest in such Work Product, including the copyrights therein. Hargrove shall take all steps reasonably necessary to protect the copyright interests of BRONYCON

Payment Policy

BRONYCON will pay Hargrove, Inc. 100% of the estimated show management invoice 14 days prior to the installation of the event.

BRONYCON will submit payment of any outstanding amounts within 30 days of receipt of the invoice or else the outstanding balance of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month from the invoice date until paid in full. If full payment is not received within 90 days of the invoice date, Hargrove may engage an attorney to collect the outstanding balance and BRONYCON shall be responsible for Hargrove's reasonable attorneys' fees. Sending your payment via electronic transfer is an acceptable option provided by Hargrove. Please provide the following information to your bank or use for processing your transaction online:

Hargrove, Inc.
BB&T Bank
10260 Baltimore Avenue, 2nd Floor
College Park, MD 20740
Account Number: 0005157928602
Routing Number: 055003308
Swift Code: BRBTUS33

Security and Ownership

All items will remain the property of HI with the exception of custom signage. Arrangements for storage of any items must be made in advance. Security of the rental items is the responsibility of BRONYCON. Any items damaged, lost or stolen after the time of the installation will be the responsibility of BRONYCON. An HI employee

will inventory the rental items at the time of dismantling. The HI employee will identify the loss to BRONYCON at the time of dismantling. Any items damaged, lost or stolen will be charged to BRONYCON at the replacement cost(s), plus original rental value.

Acceptance

If BRONYCON is in agreement with these terms to have Hargrove, Inc. serve as the general services contractor for the BronyCon 2013, please execute this signature page and mail/fax to Chuck Taylor, Hargrove, Inc., 1 Hargrove Drive, Lanham, Maryland 20706. Telephone: 301-306-4768; Fax: 301-306-9318.

Prepared and Submitted By

A handwritten signature in black ink, appearing to read "CT", is written over a horizontal line.

Signature

Printed Name: Chuck Taylor
Title: National Sales Manager
Hargrove, Inc.

Signature

Printed Name: _____

Title: _____

BRONYCON