

Midwest Gaming CLASSIC

2022 VENDOR APPLICATION

VENDOR CONTACT INFORMATION

Legal Name:	4LAYER TECHNOLOGIES LLC
Doing Business As Name:	4LAYER TECHNOLOGIES LLC
Street Address:	464 Brooklyn Tpke
City, State, Postal:	Hampton, CT 06247
Country:	United States
Contact Name:	Gunnar Turnquist
Contact E-Mail:	gunnar@4layertech.com
Contact Telephone:	9084550612
Web Site URL:	4layertech.com

Vendor Description:

Please use the space below to describe the goods and/or services you will provide at the event:

4Layer Tech is a storefront for modders and gaming enthusiasts. We will have our product, the Forever Pak 64, which is a modern memory pak for the N64 console that does not rely on batteries.

DESIRED BOOTH CONFIGURATION

Please review the options below and indicate the type of booth layout and location which best suits your needs. We will attempt to accommodate as best as possible. Additional options may be presented based on the desired area.

Location/Zone:	Other
Booth Size:	8ft by 8ft, 64 sqft.
Tables:	0
Chairs:	0
Corner Booth:	no
Endcap Booth:	no

BOOTH CONTINGENCY OPTIONS

In the event we are not able to accommodate your desired booth configuration, please let us know which options are most important in determining an alternate configuration.

Option	Most Important	Important	Least Important	Not Important
Location/Zone				X
Dimensions				X
Corner				X
Endcap				X

Midwest Gaming CLASSIC

2022 VENDOR APPLICATION

ADDITIONAL BOOTH SERVICES

The Midwest Gaming Classic will be using a third-party decorator to offer additional booth services. Below is a list of some of the services offered:

- Furniture -- tables, chairs, couches
- Floor Furnishings -- carpet, visqueen, plush carpet, carpet padding
- Drape -- table skirts, linens, draping

VENDOR BADGES

All vendors and their employees, volunteers, helpers, etc. must pay admission for each day at the Midwest Gaming Classic. Vendor badges are similar to weekend admission tickets and allow access to the vendor area during setup, tear down, morning prep, and evening prep times.

Vendor booth packages include one badge for every booth plot purchased. If you need additional badges, please indicate this below:

Included (free) Badges:	1
Additional Badges:	1
Total Badges:	2

ADDITIONAL SERVICES

Please make selections below if you require the use of the following additional services:

Electrical Service - \$155.00 per drop

Check this box if you require the use of electricity at your booth. Connection is a 20 amp, 120 volt circuit designed for a maximum of 1600 watts. This service is subject to terms and conditions of the Wisconsin Center District.

Wireless Internet Service - \$150.00 per device

Check this box if you require the use of a high-speed wireless Internet service. This is intended for one device only, routers, switches, and hubs are prohibited. This service is subject to terms and conditions of the Wisconsin Center District.

Wired Internet Service - \$250.00 per device

Check this box if you require the use of a high-speed wired Internet service. This is intended for one device only, routers, switches, and hubs are prohibited. This service is subject to terms and conditions of the Wisconsin Center District.

Hotspot Internet Service - \$100.00

Check this box if you require the use of a high-speed wireless Internet service. This is intended for simple Internet usage and can accommodate multiple devices. This is not intended for high bandwidth usage such as video streaming. Limited quantity available.

NOTE: Free Wi-Fi is available throughout the entire Wisconsin Center. It is meant for basic web surfing and email checking. It is NOT recommended for mission critical applications such as registration, exhibitors applications, video streaming or any other use that would need faster and/or more bandwidth. For those uses, we recommend one of the above Internet services. Free

Wi-Fi is not PCI DSS compliant and should not be used for card transactions.

Facebook Marketing Promotion - \$100.00

Interested in reaching our 35,000+ Facebook followers? We will work with you to develop a boosted post on our Facebook page based on your business or what you are bringing to the show! We reserve the right to determine final wording and schedule/timing of the post. Want even more exposure, contact us for event sponsorship opportunities!

Midwest Gaming CLASSIC

2022 VENDOR AGREEMENT

GENERAL PROVISIONS

The GOAT Store, LLC, referred to in this document as the "operator," is the underwriter and operator of the Midwest Gaming Classic. The term "vendor" is used in this document to refer to any individual, or organization, who wishes to engage in business activity at the Midwest Gaming Classic ("MGC"). The term "event" shall refer to the Midwest Gaming Classic as a whole.

1. The operator, event organizers, sponsors, affiliates, volunteers, as well as the Wisconsin Center and its staff, sponsors and affiliates are not responsible for any damage, or wear and tear, to any vendor's property including, but not limited to products (either for sale or not), demonstration materials (either for sale or not), or transportation equipment.
2. Vendors are responsible for the well-being of their property at all times. While the operator will provide security arrangements for the event areas, the operator cannot, and does not, guarantee the well-being of any participant property within those areas. During setup and tear-down times, the operator will take steps to ensure only authorized individuals are allowed access to the event areas. During non-operation time periods, the operator will work with the Wisconsin Center to ensure event areas are locked. Vendors may arrange for additional security measures with the operator if needed.
3. Vendors are liable for the well-being of Wisconsin Center or operator supplied materials including, but not limited to tables, linens, chairs, booth space, ceilings and walls. In the event of damaged materials, the vendor may be required to replace damaged items with equivalents or provide monetary compensation to the provider of the items for repairs or replacement items.
4. Vendor placement is determined by the Midwest Gaming Classic planning committee. The committee places vendors in the best location within the requested zone for cohesiveness and functionality of the show. The committee will take location requests into consideration; however, there is no guarantee specific requests will be granted. Availability of space within the event is provided on a first come first serve basis.
5. The operator reserves the right, at its sole discretion, to prohibit participation in the event and to deny the display, sale, or use of any materials which may be inappropriate from the event premises, web site, or promotional material. Inappropriate material may include, but is not limited to, materials which are illegal, derogatory, of a pornographic or sexual nature, is political in nature, or infringes on the intellectual property rights of another individual or company. If there is a question regarding the appropriateness of content, please contact the operator ahead of time to make a determination.
6. The operator reserves the right to prohibit a vendor from involvement at the event at any time for any reason. In such a circumstance not due to a violation of the terms of this agreement, the cancellation provisions will not apply and all payments made by the vendor shall be refunded.
7. Violations of the terms of this agreement may be cause for removal or eviction from participating in the event and the forfeiture of all payments.
8. Vendors wishing to sell food and/or beverages during the event must receive special permission to do so; restrictions and additional fees may apply.

9. Accepted applications must be accompanied with a non-refundable \$50.00 fee to receive an offer for space.

Initials: GT

Midwest Gaming CLASSIC

2022 VENDOR AGREEMENT

VENDOR PROVISIONS

1. Vendors are required to pay for the use of space at the event. Additional items and services may be purchased separately.
2. Vendors may provide their own tables; tables not provided by the event must be covered with plastic, linen, or other fabric, and be in good working order.
3. All physical items pertaining to the vendor must fit within their purchased or allotted space; if any items are found to be outside of the allotted space, the vendor may be asked to move them and/or be charged for additional space. These items must be free standing and not require additional support.
4. Vendors are prohibited from moving their booth to a different location without prior authorization from the operator.
5. Assigned booth space may only contain one vendor unless otherwise authorized; vendors seeking to include additional individuals, businesses, or organizations must seek authorization for each occurrence.
6. Vendors and their employees, volunteers, or other individuals associated with the vendor must pay admission each day of the event in order to access ticketed areas of the event as well as the vendor area during setup, tear down, and preparation times. Vendors shall receive one free vendor badge for each booth plot, or equivalent, purchased.
7. Vendor space will be offered on a first-come, first-serve basis using the desired and contingency configurations designated by the vendor. Once an offer has been sent, the vendor must accept and submit payment in full by the deadline set in the offer to reserve the space. If the offer deadline is missed, the vendor shall forfeit all space, options, and payments; should this occur, the same space may be offered to another vendor.
8. For the purpose of advertising and promotion services, the vendor shall furnish to the operator the following items upon request: doing-business-as (d/b/a) name or legal business name.
9. The vendor grants the operator the right to use the supplied items for the purposes of promotion and advertisement of the vendor. The vendor grants the operator the right to make corrections, adjustments, or modifications to the above named items in the best interest of the event pending vendor approval of such changes.
10. Retail vendors are to accept "show cash" vouchers from attendees as payment for goods or services. Each voucher may be used for payment up to \$5.00; change should not be given. Samples of valid "show cash" vouchers will be available at vendor check-in. Valid "show cash" vouchers may be redeemed for actual cash from the main registration table at the close of the event.
11. Vendor space assigned and not occupied by the vendor during the event shall be forfeited along with all related services, options, and payments.
12. Any assigned vendor space which is not open for business, or does not have an anyone

operating the booth, during the public hours of the Midwest Gaming Classic, shall forfeit all rights to said space.

13. Vendors are prohibited from running any kind of raffle, giveaway, or other function where prizes are awarded/given and there is any element of chance regardless if skill is involved.

Midwest Gaming CLASSIC

2022 VENDOR AGREEMENT

VENDOR PROVISIONS (continued)

12. Vendors may cancel their participation in the 2022 Midwest Gaming Classic at any time. Upon cancellation, advertisement and promotion services for the vendor shall cease and the operator may remove all content pertaining to the vendor from the event web site and/or announce the cancellation. Cancellations are subject to the refund schedule listed below.

Notification	Refund Amount
More than 60 days prior to event	50 percent refund excluding deposit
30 - 60 days prior to event	25 percent refund excluding deposit
Less than 30 days prior to event	No refund

Initials: GT

INTELLECTUAL PROPERTY PROVISIONS

The Midwest Gaming Classic believes in creating a safe and legitimate marketplace for vendors and attendees. In order to accomplish this, the following provisions apply to all vendors at the event:

1. Goods traded or sold at the event shall be the original work authorized for sale by creator, publisher, and/or distributor who has legal claim to the work.
2. At no time shall goods be sold which are an unauthorized modification, release, translation, and/or hack of an original work.
3. Vendors shall not provide or disseminate information or perform services using methods or techniques which would result in infringement of the intellectual property rights of others.
4. Vendors who have been authorized to modify original works may be asked to provide evidence of this authorization.
5. If there is a question regarding the status of goods or services, please contact the operator ahead of time to make a determination.
6. Vendors who violate these provisions may be asked to cease and desist immediately, ejected from the event, and/or forfeit all payments.

The following are examples of goods and services which are prohibited under these provisions; this also includes goods which are the result of prohibited services. This list is not exhaustive and does not contain all possible examples.

- Unauthorized reproduction games
- Unauthorized use of registered marks
- Illegal circumvention or removal of copy protection measures and/or digital rights management measures
- ROM hacking (e.g. alter images, sprites, text, audio, video, or other modifications/enhancements)
- Undubbing / language translations
- Fan translations

Initials: GT

Midwest Gaming CLASSIC

2022 VENDOR AGREEMENT

STATE OF WISCONSIN TAX OBLIGATION

1. All vendors are required to complete and submit the State of Wisconsin Form S-240 to indicate their tax obligations, if any, at the Midwest Gaming Classic. For more information about obligations of sellers at temporary events in the State of Wisconsin, please see Wisconsin Publication 228 or visit this page online: <http://www.dor.state.wi.us/html/temevent.html>.
2. Based on certain eligibility requirements, the vendor may, or may not, be required to obtain a State of Wisconsin seller's permit and collect and remit Wisconsin sales tax. The cost of this permit and/or related compliance costs are not included with vendor registration and are the responsibility of the vendor.
3. For current sales tax rates in Milwaukee County, please visit the Wisconsin Department of Revenue web site: <https://www.revenue.wi.gov/faqs/pcs/taxrates.html>.
4. Vendors who are required to have a Wisconsin sellers' permit must have a copy of their permit present with them at the event.
5. Vendors who fail to submit a completed Wisconsin Form S-240 prior to the event will not be allowed to setup at the event and may forfeit all reserved space, services, and/or payments.

Initials: GT

CERTIFICATION

In case any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin.

I affirm my electronic signature below certifies the information provided on this application is complete and true, to the best of my knowledge.

/s/Gunnar Turnquist
Signature

Gunnar Turnquist
Printed Name

10/27/2021
Date

Application ID: