



# FFMC PLACEMENT CONTRACT

FFGDOC2015v1.3

Company Name: \_\_\_\_\_ (hereafter "APPLICANT")

City: \_\_\_\_\_ Street: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

APPLICANT is represented, and the terms of this agreement are personally guaranteed, by Mr/Mrs \_\_\_\_\_ (hereafter "GUARANTOR")

Whereas, APPLICANT desires to loan one or more units of the "Fantasy Flight Media Center" devices (hereafter the "FFMC Device(s)") utilizing such in its retail store(s) for promotional purposes. Whereas, APPLICANT understands these devices are owned, and their content exclusively administered, by Fantasy Flight Publishing, Inc (dba Fantasy Flight Games), a Minnesota Corporation with office at 1975 West County Rd B2, Suite 1, Roseville, MN, 55113, Phone Number: (651) 639 1905, email: [mediacenter@fantasyflightgames.com](mailto:mediacenter@fantasyflightgames.com), (hereafter "FFG"). Whereas, on the behalf of APPLICANT, GUARANTOR agrees to personally guarantee the agreed execution of the terms hereunder, including, but not limited to, compensating FFG for financial losses incurred by APPLICANT's loss, damage, or misuse of the FFMC device(s) hereunder, including FFG's cost of collection (but not shipping), enforcement, and any legal fees should they be required.

By signing this contract, APPLICANT hereby agrees to the following:

## 1.0 Not Claim Ownership of the FFMC device

Should FFG agree to loan one of its FFMC devices to APPLICANT, APPLICANT understands and agrees the FFMC device is, and will remain while on loan to APPLICANT, the sole and indisputable property of FFG. APPLICANT may not seek to collateralize the device in any way as an asset, or present the device to be owned by any party other than FFG.

## 2.0 Cover Loss and Damage to the Device

While under loan to APPLICANT, should the FFMC device be stolen, or damaged beyond normal wear and tear, APPLICANT will be solely responsible for reimbursing FFG \$649.00 (six-hundred and forty-nine dollars) in replacement costs per device missing, damaged, or used beyond the scope of this agreement.

## 3.0 Execute Steps of Qualification

In addition to executing this contract, APPLICANT agrees to do the following:

- Complete and deliver the FFMC Application Form to FFG
- Prior to **each** FFMC device lent, APPLICANT agrees to purchase a non-refundable FFG merchandise restock order of no less than \$999 wholesale cost (i.e. APPLICANT's cost) OR within a contiguous 3 month period, place multiple orders equalling no less than \$1199 wholesale cost, from the following vendor of choice (mark):

- ☐ - ACD Distribution
- ☐ - Aladdin Distribution
- ☐ - Alliance Distribution
- ☐ - Fantasy Flight Games
- ☐ - GTS Distribution
- ☐ - Hamps Supply
- ☐ - Lion Rampant Distribution (Canada)
- ☐ - Mad AI Distribution
- ☐ - PHD
- ☐ - Southern Hobby Distribution
- ☐ - Warpath Distribution

Prior to the completion of point 3(b) above, APPLICANT must have received written notification from FFG, that APPLICANT has qualified for the FFMC device.

For the avoidance of doubt, APPLICANT should only proceed with placing any restock order, as detailed in section 3.0, **after** it has delivered i) this executed contract, ii) the FFMC application, and iii) has been informed in writing by FFG it has qualified for one or more FFMC devices.

## 4.0 Terms of Device Loan

In lending of the FFMC device to APPLICANT, APPLICANT agrees to the following:

- It has continuous access to a broadband WiFi internet connection in every retail location it places an FFMC device for the purposes described in section 4(b).
- It will prominently place each FFMC device in separate Hobby Games retail store locations (unless it has agreed, in writing with FFG, to do otherwise). That such placement shall be with the products from FFG's product line carried at that location. The exact physical location of the FFMC device(s) shall be visible, prominent, and relevant to its retail customers.
- That the physical location of each device shall have safe access to an electric outlet to power the device.
- That it will run the "Fantasy Flight Channel" application on the device, at an audio level clearly heard by an average individual at a distance of min. 3 feet from the device, **during all business hours**.
- That the device will exclusively be used for the purpose of displaying the "Fantasy Flight Channel" information and interactive content. **At no time should the device be used for any other purpose, unless explicitly directed or agreed by FFG in writing.**
- That it will not charge FFG any sum whatsoever for the operation of the FFMC device(s), including, but not limited to internet access, network bandwidth, physical space, maintenance, troubleshooting, or use of electricity.
- That, during normal business hours, APPLICANT will expediently cooperate with FFG in any maintenance or troubleshooting relating to the FFMC device, including, but

not limited to, software upgrades, hardware problems, software problems, and/or connectivity problems.

- That data gathered from the FFMC devices remain the sole property of FFG.

## 5.0 Disclosure of Information Gathering

In having one or more FFMC devices operating in its retail store(s), APPLICANT understands and agrees that the following is acceptable:

- That the device will, via the internet, communicate with FFG on a constant basis.
- That as a result of this communication, the device will, upon request from FFG servers, automatically update its content, playlists, and/or behavior to FFG's specifications.
- That the device will gather information about itself, its use, and its surroundings. That such data will be sent to FFG consistently, and may include, but is not limited to:
  - FFMC device usage data
  - Activity times data
- APPLICANT understands that the content, playlists, and behavior of the FFMC device is wholly under FFG's control, and FFG decisions about what to display and broadcast, remain at FFG's complete control and discretion.

## 6.0 Safe Content

In signing this agreement, APPLICANT explicitly **does not** recuse FFG from FFG's legal responsibility to not project pornographic, slanderous, other such illegal content, including, but not limited to, third party copyright infringement, via APPLICANT's devices. By signing this agreement, APPLICANT will hold FFG responsible, and by FFG sending a device to APPLICANT, FFG accepts that responsibility, for all content displayed on the device. By qualifying APPLICANT for receipt of one or more devices, FFG holds APPLICANT harmless from whatever damages, costs, legal claims, etc that may be filed by a third party for illegal use of content projected by APPLICANT's FFMC devices.

## 7.0 No Guarantee of Effectiveness

APPLICANT understands that **FFG does not warrant** that use of the FFMC device will result in any additional sales or goodwill to APPLICANT. Nor does FFG warrant the device

will be without operating problems.

#### 8.0 No Guarantee of Delivery Time

APPLICANT understands that, even if FFG has qualified it for loan of one or more FFMC devices, and even if APPLICANT has purchased the required restock order(s) as per section 3.0, that FFG cannot guarantee any firm delivery date for the delivery of the FFMC device to APPLICANT.

#### 9.0 Cancellation

a) APPLICANT may, at its sole discretion, decide to return its FFMC device(s) to FFG. To do so, APPLICANT must engage the following sequence of Events:

i. APPLICANT must inform FFG, in writing, it wishes to cancel this contract and return its FFMC device(s).

ii. FFG will, within 15 days of receiving such cancellation notice, schedule a nationally recognized parcel courier service (such as the United Parcel Service) to retrieve each FFMC device from APPLICANT. FFG and APPLICANT shall mutually agree on the exact date and time for pickup of the FFMC device. Neither FFG nor APPLICANT will unreasonably delay or obstruct an expedient date for such pickup(s).

b) If FFG suspects APPLICANT is not using the device as agreed in section 4.0 of this agreement (judgement of which shall be solely at the discretion of FFG), FFG may cancel this contract with immediate effect, and arrange for the return of the FFMC device. To do so, FFG will engage, and APPLICANT agrees to collaborate with, the following sequence of events:

i. FFG will inform APPLICANT in writing that this contract is terminated and that the FFMC device(s) are to be returned expeditiously to FFG.

ii. FFG will, within 15 days of sending such cancellation notice, schedule a nationally recognized parcel courier service (such as the United Parcel Service) to retrieve each FFMC device from APPLICANT. FFG and APPLICANT shall mutually agree on the exact date and time for pickup of the FFMC device. APPLICANT will not unreasonably delay or obstruct an expedient date for such pickup(s).

#### 9.1. Safe Return Transportation and Final Device Inspection

Under both section 9(a) and 9(b) above, prior to FFG's pick up of the FFMC device(s) APPLICANT must securely package the device(s) for safe return transport to FFG at APPLICANT's cost. APPLICANT agrees that, in the event of shipping damages, it will be

responsible the costs of any shipping damage not covered by FFG's courier.

Upon return of the FFMC device(s) to FFG, FFG shall inspect each device for damage beyond normal wear and tear. If FFG verifiably determines the device to have been damaged by APPLICANT's use, APPLICANT agrees to pay a one-time charge of \$649.00, being FFG's replacement cost of the device. In such case, APPLICANT may request the return of the old device(s), at its own cost of freight.

If APPLICANT is unable to return the device, or to arrange the return of the device within reasonable time, to FFG, FFG shall invoice, and APPLICANT shall immediately pay a \$649.00 replacement payment to FFG.

**In consideration of FFG loaning the FFMC device(s) as requested by APPLICANT, the undersigned unconditionally, personally, and irrevocably guarantees the terms and financial commitments outlined in this contract.**

***I, the GUARANTOR, agree to, if necessary, pay any costs incurred hereunder on the behalf of APPLICANT. Including any costs incurred in enforcement or collection (except shipping) or loss, or damages to FFG, including any legal fees should they be required. This guaranty survives the bankruptcy of the APPLICANT or GUARANTOR and binds my administrators, successors, and assigns. My obligations under this guaranty continue even if the APPLICANT becomes insolvent or bankrupt or is discharged from bankruptcy, and irrespective of any personal issues, grievances, or legal claims that may arise between APPLICANT and myself. This contract is governed by the laws of the State of Minnesota. I consent to the personal jurisdiction and venue of federal and state courts in Minnesota.***

Signature : \_\_\_\_\_

Name (Print) : \_\_\_\_\_

Date : \_\_\_\_\_

Email a scanned copy of this signed contract to: [mediacenter@fantasyflightgames.com](mailto:mediacenter@fantasyflightgames.com), or

Fax a copy of this signed contract to: (651) 639 1764

Postal mail a physical copy of this contract to:

**Fantasy Flight Games  
1975 West Cty Rd B2  
Roseville, MN 55113  
ATTN: Digital Sales  
Marked "FFMC Application"**