

EXHIBITOR AGREEMENT

BELL COUNTY COMIC CON 2023

This document sets forth the rules for the Exhibitor Halls at BELL COUNTY COMIC CON (henceforth known as “the Convention”). By renting space(s) in the Convention Exhibitor Halls, you (henceforth known as “Exhibitor”) agree to abide by these rules by written acceptance below. Acceptance is based on the terms set forth below and the plan of exhibits, rates, and rules and regulations may be established from time to time as set forth in updated and amended information, all of which constitute part of this contract. In any case where the Exhibitor Halls Agreement is amended, all other terms and conditions of this agreement remain in full force and effect.

- **Exhibitor Halls/Booths**

- The Exhibitor Halls for the 2023 Bell County EXPO Center in Belton, TX.

The date for the convention will be August 5-6, 2023. Each vendor booth space is at least (but not limited to) 10 feet by 10 feet, each artist booth space is at least (but not limited to) 8 feet by 8 feet, and both includes the following:

- One (1) 8 foot or 10 foot Table
- Two (2) Side Chairs
- No preferential treatment is given to any Exhibitor in booth location in the Exhibitor Halls. Spaces are chosen by the Convention for the best fit and flow of the room, not by order of payment received.

- **Artist Discount Policy**

To qualify for the artist discount at the convention, a sample of work must be submitted for review along with your booth application. Please provide a link to images in the website area. Items that are sold must be created by the artist at the booth in order to qualify for the artist discount.

- **Booth Configuration**

You may configure your booth(s) as you see fit, adding additional shelves, kiosks, etc., as long as they do not interfere with other Exhibitors’ areas or violate Bell County EXPO Center requirements.

- **Payment/Refund/Cancellation Policy**

- Payment is required to secure your space prior to the show. After your application is approved, BELL COUNTY COMIC CON will send you an email with information on how to process your payment.
- Booth Cancellation: Should Exhibitors find they cannot attend the Convention, or need to reduce the number of booths purchased, they may cancel booths by contacting the Exhibitor Coordinator to make arrangements. There will be no refund for cancelled booths beyond July 30, 2023. Booths for which Exhibitor has cancelled or given up any claim or reservation are returned to the pool of available space at the standard booth rate.

- **Procedures for Exhibitor Protection of Valuables**

The Convention will be providing as secure as Exhibitor Halls as possible. Please take extra precautions in the placement of your merchandise and cash to guard against the possibility of theft. Exhibitor is responsible for their own property, merchandise, and money. Under no circumstances will the Convention or the Bell County EXPO Center or its personnel be liable for loss or damage (including but not limited to) merchandise, equipment, or revenue.

- **Exhibitor Halls Hours**

- Attendees will be allowed access to the exhibition hall between opening and closing. The Convention requires that Exhibitors or their associates be present at all times during convention hours.
 - Saturday, August 5, 2023: 10:00AM to 6:00PM (VIP 9:00AM)
 - Sunday, August 6, 2023: 10:00AM to 6:00PM (VIP 9:00AM)
- Convention Staff and Exhibitors will be allowed access to the hall earlier than the public on the days of the convention. Date / Time open for setup staff:
 - Friday, August 4, 2023: 10:00AM to 8:00PM
 - Saturday, August 5, 2023: 7:00AM to 9:00AM
 - Sunday, August 6, 2023: 8:00AM to 9:00AM
- These hours can change at any time, entirely at the Convention's discretion. Best efforts will be made to notify Exhibitor of any changes.

- **Exhibitor Halls Setup**

- Before unloading and setting up your merchandise, Exhibitor MUST check-in with the Exhibitor Coordinator. Exhibitor Check-in will be located in the Registration Pavilion in Hall C.

- **Exhibitor Passes**

- Two passes will be given out for each booth reserved. For example, if you have 4 booths reserved, you will receive a total of 8 badges. Exhibitor badges must be worn at all times by any person working at a booth. Passes may not be sold, loaned, or otherwise transferred to persons who are not working for you. Exhibitor Halls passes may be shared among employees, but the practice of using one pass shared among

multiple employees simultaneously is prohibited and could result in the confiscation of passes. Every individual working your booth(s) must wear a pass at all times. If you are with a production house, animation/comic studio, or other part of the industry and wish to have more badges for your industry (i.e. non-retail) personnel, please request additional passes at Exhibitor Check-in. They will be available for \$40 per pass.

- **Exhibitor Halls Policies**

- **Food and Cosmetic Products Policy**

- Outside food and/or drink concessions is **not** permitted to be sold inside the Bell County EXPO Center due to the center's policy. Food purchased outside the Bell County EXPO Center may be brought inside to be eaten in the Arena Stands
- All food or cosmetic products sold at BELL COUNTY COMIC CON require compliance with FDA labeling guidelines. For more information, please visit: <http://www.fda.gov/Cosmetics/ResourcesForYou/Industry/ucm388736.htm#6>

- **Adult Materials Policy**

- Bell County Comic Con is being marketed as a family friendly show. As such, there will be an increased number of minors and families attending the convention. We require that all Exhibitors, particularly those with adult merchandise, keep any merchandise or artwork with adult content in a separate portfolio available only upon request to adults. There will be a zero tolerance policy for displays of adult content. Discerning what constitutes adult content is at the sole discretion of the Exhibitor Coordinator; failure to comply with initial warning may result in removal from the Exhibitor Halls, the revocation of Exhibitor status and forfeiture of booth rental fees.
- Any Exhibitor selling adult material must ID purchasers to make sure they are 18 or older. BELL COUNTY COMIC CON has a no tolerance policy regarding the sale of adult material to minors. Failure to comply with the BELL COUNTY COMIC CON Adult Materials Policy may result in removal from the Convention and forfeiture of all Exhibitor fees.

- **Bootleg / Piracy Policy**

- The Convention does not allow the sale of bootleg merchandise such as burned CDs/DVDs, music or DVDs that are manufactured in China without observation of legitimate copyrights, etc. The Convention does not allow the advertising of bootleg or knockoff products/services, and "shuttle" service to other locations for the purchase of such products or services. Advertising legitimate products and services is, of course, both allowed and encouraged. BELL COUNTY COMIC CON has a no tolerance policy regarding bootleg merchandise. If you are found to be selling or offering for sale bootleg merchandise, you will be immediately removed from the Exhibitor Halls, without refund, and will not return to the event at any future date. All bootleg merchandise identification and warnings are at the Convention's discretion.

Failure to comply with BELL COUNTY COMIC CON Bootleg Policy or a subsequent violation may result in removal from the Convention and forfeiture of all Exhibitor fees. The burden of proof as to the legitimacy of any item offered for sale rests solely with the Exhibitor.

- **Items which may NOT be sold at the Convention include (but are not limited to)****
 - "Knockoff" or bootleg merchandise (for example: Son May and Ever Anime CDs). "Grey Market" CDs (re-imports from other Asian countries)
 - Bootleg video tapes, video CDs, or DVDs (this includes bootlegged videos recorded on blank videotapes or DVDs with printed labels; pirate copies of any titles that have been released commercially in the United States, Japan, or elsewhere; titles taped off the air in Japan—and any and all "fansubs").
 - Any posters, idol cards, etc., which read "Kodak," "Fuji," etc. on the back.
 - Any figures or model kits manufactured by "LWDragon", "GHD", "Bendi" or "Phantom"
 - Unlicensed reproductions of any products actually released by any Japanese or American companies.
 - Any items which depict, replicate, or portray characters or designs protected under intellectual property rights laws, and are manufactured without proper license. This includes but is not limited to figures, posters, wall scrolls, costumes, jewelry, key chains, accessories, prop or live steel weapons, etc.
 - Food, snacks, or beverages. The Bell County EXPO Center holds an exclusive catering and concession contract.

- **Items which MAY be sold at the Convention include (but are not limited to)****
 - Garage Kits/Figurines.
 - Doujinshi/Fanzines.
 - Fan Art in the form of Omage (in the Art Show).
 - Any and all genuine imported Japanese merchandise. This includes toys, CDs, LDs, posters, art books, manga, and anything else you can come up with, even if an American company is selling a translated version.
 - Items which have images of characters or designs which are protected under Parody and Fair Use laws.
 - Clothing and costumes not protected by intellectual property rights, such as Chinese dresses, kimonos, sufficiently generic school uniforms, historical outfits, etc.
 - Any and all legitimate American-produced merchandise.

***The Convention has final say over whether any specific item is allowed to be sold at the Convention, and reserves the right to deny any item from being sold at the Convention for any reason. We request that you do not bring any of the listed prohibited merchandise to the convention.*

- **Noise**
 - Exhibitor Halls noise is to be kept to a minimum so as not to interfere with other Exhibitors and to permit attendees to hear Exhibitors and ask questions. All noise rules are subject to enforcement at Convention's discretion.
 - No merchandise hawking with yelling; especially using cupped hands or bullhorns.
 - TV's can be audible but must not interfere with neighboring Exhibitors.
 - Music can be audible but must not interfere with neighboring Exhibitors. The Exhibitor must have the legal right to play any selection. Exhibitor assumes all responsibility for acquiring the license to play the music at their booth.

- **Service to Exhibitors**
 - If there's anything else we can help you with, before or during the con, please let us know. We can't guarantee we can do it, but we will certainly try if possible. Please keep in mind that we will need to vacate the Exhibitor's hall area by 10pm on Saturday evening. While we will have staff available, please plan in advance for this quick exit.

- **Hold Harmless**
 - Exhibitor agrees to assume all risk, and to indemnify and hold harmless the Convention, the Bell County EXPO Center, its Owners, their respective officers, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (hereafter "the Indemnified Parties") from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with the Convention's use of the leased premises or arising out of any act or omission of the Convention or any of the Convention's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the Indemnified Parties.

- **Responsibility**
 - Exhibitor assumes responsibility and agrees to defend the Indemnified Parties from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with Exhibitor's or Convention's use of the leased premises. Neither the Convention nor the Indemnified Parties will be responsible for any injury, loss or damage that may occur to Exhibitor, Exhibitor's employees or property from any cause whatsoever.

- **Liability**
 - Anyone visiting, viewing, or otherwise participating in Exhibitor's exhibit is deemed to be the invitee or licensee of Exhibitor, rather than the invitee or licensee of the Convention. The Convention shall not be liable for any injury whatsoever to the persons conducting or otherwise participating in the conduct of Exhibitor's exhibit or to invitees, licensees or guests of Exhibitor. Exhibitor assumes full responsibility for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless the Indemnified Parties from responsibility or liability resulting directly or indirectly, or

jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors.

- **Warranty**
 - There is no other agreement or warranty between Convention and Exhibitor except as set forth in this document. The rights of Convention under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of the Convention. Any action which Convention or Exhibitor may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought in the Bell County Municipal Court located within the County of Bell, State of Texas, and Convention and Exhibitor hereby waive all defenses concerning personal jurisdiction and/or venue in order to give effect to this provision.
- **Subletting**
 - The subletting of exhibit space without prior permission of the Convention is prohibited. This includes sharing space with friends momentarily.
- **Exhibitor Privacy**
 - Exhibitor gives the Convention the right to Exhibitor's name or image for promotional purposes. Exhibitor also grants to the Convention the right to release Exhibitor contact information to the public.
- **Exhibitor's Age**
 - The Convention will not rent space in the Exhibitor Halls to any person under the age of 18 years.
- **Insurance**
 - Exhibitor acknowledges that neither the Convention nor the Indemnified Parties maintains insurance covering Exhibitor's property and it is the Sole Responsibility of Exhibitor to obtain such insurance.
- **Right of Refusal**
 - Recognition and acceptance of Exhibitor's contract for BELL COUNTY COMIC CON is entirely at the Convention's discretion. While it is the Convention's intention to provide opportunities to as many Exhibitors as possible, the Convention is not obliged to register any particular Exhibitor. Not registering a particular Exhibitor may be the result of not having an appropriate space available, documentation and the payment of fees not being completed in a timely manner, a previous history of Exhibitor problems, or many other factors.

If you have any questions about this document or the rules put forth within, please contact:

Kristen Huang at info@bellcountycomiccon.com