

Exhibitor Terms & Conditions 2019

DEFINED TERMS: Denver Comic Con and Pop Culture Classroom, the show management, is herein referred to as “DCC.” Denver Comic Con, the show, will herein be referred to as “Event.” Applicant, its company, officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, is herein referred to as “Exhibitor.”

QUALIFICATIONS OF EXHIBITOR: DCC, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. All applicants may be required to submit a description of the nature of their business and the items intended to be exhibited. DCC reserves the right to restrict or remove any exhibit which DCC, in its sole discretion, believes is objectionable or inappropriate.

TEMPORARY SELLER’S PERMIT (DENVER SALES TAX LICENSE): The State of Colorado and the City of Denver require any Exhibitors who are selling product to obtain a temporary seller’s permit for the collection of sales tax. All permits and certificates must be displayed and visible at Exhibitor’s booth or table at all times. It is the responsibility of the Exhibitor to obtain all necessary permits and certificates. Permit applications should be submitted to their respective departments. **Please refer all questions to the appropriate State or City tax department. City of Denver: (720) 913-9446. Colorado State: (303) 238-7378.**

CANCELLATION BY EXHIBITOR: Exhibitors who cancel exhibit space more than 90 days prior to the opening day of the Event, will be refunded all monies paid. Exhibitors who cancel exhibit space less than 90 days prior to the opening day of the Event, but more than 60 days prior to the opening day of the Event, will be refunded 50% of the total that has been paid. There will be no refunds for cancellations made less than 60 days prior to the opening day of the Event.

CANCELLATION BY EVENT: If DCC cancels the Event due to circumstances beyond the reasonable control of DCC (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility) DCC shall refund each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of DCC’s liabilities to the Exhibitor.

OCCUPANCY: Exhibitor’s booth/table **MUST BE OCCUPIED** by 5pm, Thursday May 30th, 2019. If Exhibitor’s booth/table is not occupied by that time, or Exhibitor has not made arrangements with DCC Exhibitor Services department for late arrival, such space may be possessed by DCC for any purpose it may see fit. All Booth Representatives must wear identification as provided by DCC. All booths must be staffed by the Exhibitor during all hours the show floor is open. At no time may an exhibitor sell or rent their space to a third-party. If an exhibitor is found to be subletting their space, both the exhibitor who registered for the space and the exhibitor occupying the space will be evicted from the space and will forfeit any refund.

PLACEMENT: Exhibit space shall be assigned by DCC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by DCC. DCC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if DCC in its sole discretion determines that to do so is in the best interest of the Event.

ON-SITE TABLE AND BOOTH AVAILABILITY: The use of unsold and abandoned tables and booth spaces will be determined by show management. Any exhibitor who plans to arrive late (see "Occupancy" for details) will need to let show management know of their late arrival or the exhibitor will potentially lose their space.

SECURITY: DCC will provide security inside the Exhibit Hall and surrounding areas once the Exhibit Hall closes to Exhibitors and Attendees. Regardless of security, any cash or valuables should be removed from the Exhibit Hall at the end of the day, and as an extra precaution against theft Exhibitor should take extra care in placement of merchandise and cash boxes. Exhibitor is responsible for its own property, and under no circumstances will DCC or its personnel be held liable for any loss or damage including but not limited to merchandise, equipment, and/or revenue.

LIABILITY: The Exhibitor is fully responsible for any and all damages to property owned by the Colorado Convention Center and DCC which may arise from the Exhibitor's occupancy and use of the venue or any part thereof.

PROOF OF INSURANCE: The Colorado Convention Center and our insurance provider require that we collect proof of insurance from exhibitors in booth spaces.

Insurance requirements for 2019 Denver Comic Con (DCC):

It is mandatory that exhibitors, in booths, carry General Liability with limits no less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate.

Exhibitors should name Comic Book Classroom (dba Denver Comic Con/Pop Culture Classroom) and the City/County of Denver/SMG as Additional Insured.

Exhibitors without insurance coverage can either obtain a certificate from their own insurance carrier for the single event, or they can purchase the coverage through Pop Culture Classroom's agent, Rainprotection Insurance. Further information regarding purchasing from Pop Culture Classroom's agent is available in the exhibitor portal section of the Denver Comic Con website.

Denver Comic Con (DCC) requires that a Certificate of Liability (COL) be provided to DCC prior to May 31st. If the exhibitor fails to provide their Certificate of Liability (COL) the exhibitor will lose the space reserved and any discounts afforded by pre-registering. Please send a copy of your Certificate of Liability (COL) to sales@rainprotection.net

SOUND/MUSIC ADVERTISEMENTS: Exhibitors are NOT allowed to play any music at any time while on site of the Colorado Convention Center. The use of devices for mechanical reproduction of sound or music is permitted but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from operating such noise-creating devices as bells, horns or megaphones. DCC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by DCC to discontinue any such sound or music.

CHARACTER OF DISPLAYS: All exhibits shall display products or services in a tasteful manner as determined in DCC's sole discretion.

COPYRIGHT PROTECTED MATERIALS: Exhibitors may not sell unlicensed, copyright protected materials of any kind on the show floor. "Fan Art" is allowed on the show floor if it is clearly evident

that the work was created by the Artist rather than the license holder. Copyright violating traced, photoshopped or "re-drawn" art is not allowed. Any exhibitor found to be violating these rules will be asked to remove all of the items in question from view and sale and may be required to forfeit their space with no refund.

BOOTLEG AND KNOCKOFF MERCHANDISE: The buying and selling of unlicensed/bootleg/knockoff merchandise is not tolerated at DCC. DCC is not responsible for any merchandise sold by Exhibitors. Possession or sale of suspected unlicensed/bootleg/knockoff merchandise is at the Exhibitor's own risk. DCC Exhibitors are encouraged to handle complaints between themselves. Formal complaints need to be brought to an attorney, distributors and/or certified, licensed or patent holding company. Should a complaint be made to DCC show management, Exhibitors selling suspected unlicensed/bootleg/knockoff merchandise will be asked to remove these items from their exhibit space. If suspected merchandise is put back out for sale at any time during the Event, or if the Exhibitor refuses to comply, the Exhibitor may be removed from the Event, and will not be refunded.

USE OF AISLES AND COMMON AREAS: (DO NOT BLOCK THE AISLES, COMMON AREAS, OR INVADE NEIGHBOR'S SPACE) Distribution of samples and printed matter of any kind and any promotional material is restricted to the exhibit booth. The aisles, passageways and overhead spaces remain strictly under control of DCC and shall remain unobstructed and restricted only to the space officially allotted: no merchandise, shelving, displays, artists or artwork, signs, decorations, banners, advertising material or special exhibits, will be permitted in any of these spaces except by written permission of DCC. Uniformed or costumed attendants, models and other employees must remain within the booth boundaries assigned to the exhibitor. All advertising, distribution, made by Exhibitor must be made only from within Exhibitor's booth boundaries. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

OBSERVANCE OF LAWS: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

LISTINGS AND PROMOTIONAL MATERIALS: By Exhibitor's participation in the Event, Exhibitor expressly grants to DCC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in DCC promotional materials. DCC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that DCC may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any DCC promotional purpose.

AMENDMENTS AND ACCEPTANCE: Any matters not specifically covered by the preceding rules shall be subject solely to the discretion of DCC. DCC shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations. Full payment received by Exhibitor does not constitute acceptance by DCC of these Terms and Conditions. Terms and Conditions shall not be binding until accepted by DCC.

This agreement constitutes the full and complete agreement between Exhibitor and DCC. No prior or contemporaneous verbal or written agreements have otherwise been made that would alter the terms of this written agreement.