

## 2019 DPCC Exhibitor Terms & Conditions

**DEFINED TERMS:** Pop Culture Classroom and the Show Management, is herein referred to as “DPCC.” Denver Pop Culture 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:** DPCC, 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. DPCC reserves the right to restrict or remove any exhibit which DPCC, 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 DPCC cancels the Event due to circumstances beyond the reasonable control of DPCC (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility) DPCC shall refund each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of DPCC’s liabilities to the Exhibitor.

**POSSESSION OF SPACE/IDENTIFICATION:** Exhibitor’s booth/table MUST BE OCCUPIED by 5pm, Thursday May 30th, 2019. If Exhibitor’s booth/table is not occupied by that time, and Exhibitor has not made arrangements with DPCC Exhibitor Services department for a late arrival, such space may be possessed by DPCC for any purpose it may see fit. All booth representatives must wear identification as provided by DPCC at all times during the Event. All booths must be staffed by the Exhibitor during all hours the show floor is open.

At no time may an exhibitor sell, rent or give 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. This will also impact their ability to exhibit in the future.

**PLACEMENT:** Exhibit space shall be assigned by DPCC 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 DPCC. DPCC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if DPCC 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 at show will be determined by Show Management. Any Exhibitor who plans to arrive late (see "POSSESSION/IDENTIFICATION" for details) will need to obtain Show Management approval ahead of time or the Exhibitor will potentially forfeit their space.

**SECURITY:** DPCC will lock the hall entry doors and restrict access to the halls once security has cleared them. DPCC will provide exterior hall security overnight. Regardless of security, any cash or valuables should be removed from the Exhibit Hall at the end of the day. 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 DPCC 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 DPCC 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 (*those in tables are not required to carry insurance*).

*Booth Insurance requirements for 2019 Denver Pop Culture Con (DPCC):*

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

Exhibitors should name Pop Culture Classroom (dba Denver Pop Culture Con), the City and County of Denver and SMG as Additional Insured. (please see the Exhibitor portal for accuracy in filling out the form)

Exhibitors without insurance coverage should 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 Pop Culture Con website.

Denver Pop Culture Con (DPCC) requires that a Certificate of Liability (COL) be provided to DPCC prior to May 15th. 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](mailto: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 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. DPCC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by DPCC to discontinue any such sound or music.

**CHARACTER OF DISPLAYS:** All exhibits shall display products or services in a tasteful manner as determined in DPCC'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 clear that the work was created by the Artist rather than the license holder. Any copyright material that is traced, photoshopped or "re-drawn" art is not allowed. Any Exhibitor found to be violating these rules will be asked by DPCC to remove all 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 acceptable at DPCC. DPCC 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. DPCC Exhibitors are encouraged to handle complaints between themselves. Formal complaints need to be brought to an attorney, distributors, and/or a certified licensed or patent holding company.

**USE OF AISLES AND COMMON AREAS:** DO NOT BLOCK THE AISLES, COMMON AREAS, NEUTRAL AREAS OR INVADE FELLOW EXHIBITORS' SPACE. Please notify DPCC Exhibitor Services immediately if your neighbor is encroaching on any of these areas. Failure to maintain proper clearance and occupying only the space paid for can result in a forfeiture of space. It may also include a removal from the Event and a lack of approval for future shows.

The aisles, passageways and overhead spaces remain strictly under control of DPCC 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 prior written permission of DPCC. Displays behind each table must maintain a maximum height of 8 feet from floor. The 2 feet between each table is considered neutral space and is required by the Fire Marshall. No tabled exhibitor may occupy this space.

Distribution of samples, advertising and printed matter of any kind and any promotional material is restricted to the boundaries of exhibit booth or table. Uniformed or costumed exhibitor staff, models and other employees must remain within the booth or table boundaries assigned to the Exhibitor. 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). To the extent Exhibitor is allowed to otherwise construct and stock their displays, Exhibitor shall construct its exhibits to comply with all relevant provisions of the Americans with Disabilities Act.

**LISTINGS AND PROMOTIONAL MATERIALS:** By Exhibitor's participation in the Event, Exhibitor expressly grants to DPCC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any event directory (print, electronic or other media)

and to use such names in DPCC promotional materials. DPCC 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 DPCC 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 DPCC promotional purpose. Notwithstanding the preceding provisions, DPCC is not obligated to photograph or otherwise promote Exhibitor.

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

This agreement constitutes the full and complete agreement between Exhibitor and DPCC. No prior or contemporaneous verbal or written agreements have otherwise been made that would alter the terms of this written agreement. Any violation of these terms and conditions may result in possible forfeit of space and possible impact on future exhibiting at future shows.