

# Denver Pop Culture Con 2020

## Exhibitor Terms & Conditions

**DEFINED TERMS:** Denver Pop Culture Con and Pop Culture Classroom, 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.

**SALES TAXES:** The State of Colorado and the City of Denver require any Exhibitors who are selling product to apply for a Special Event Sales Tax License for the collection of sales tax. Exhibitors will need a total of two licenses (State and City) and remit two different tax returns. All licenses must be displayed and visible at Exhibitor’s exhibit space at all times. It is the responsibility of the Exhibitor to obtain all necessary licenses and remit their sales tax return back to the city and state. Colorado State License Account Numbers should be submitted to [DenverExhibitors@PopCultureClassroom.org](mailto:DenverExhibitors@PopCultureClassroom.org) before June 15, 2020. **Please refer all questions to the appropriate State or City revenue 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.

**OCCUPANCY:** Exhibitor’s exhibit space MUST BE OCCUPIED by 5pm, Thursday July 2, 2020. If the Exhibitor’s exhibit space is not occupied by that time, or the Exhibitor has not made arrangements with DPCC Exhibitor Services department for late arrival, such space may be possessed by DPCC for any purpose it may see fit. All Exhibit Space Representatives must wear identification as provided by DPCC. All exhibit spaces 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. If the exhibit space display does not match what was submitted in the approved Exhibitor application, then the Exhibitor will be evicted from the exhibit space and will forfeit any refund.

**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 exhibit space 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 EXHIBIT SPACE AVAILABILITY:** The use of unsold and abandoned exhibit 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:** DPCC 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 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.

**GENERAL LIABILITY INSURANCE:** General Liability Insurance is only required for Exhibitors in booth exhibit spaces. The cost of a booth exhibit space includes General Liability with limits no less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate for Exhibitors. This insurance is provided by Rainprotection Insurance and authorized by Pop Culture Classroom. For questions about this coverage, please send an email 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 or music is permitted but must be controlled. Sound of any kind must not be projected outside of the exhibit space. 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. DPCC is a family friendly show. No nudity, pornography, or hentai.

**COPYRIGHT, BOOTLEG, AND KNOCK OFF MATERIALS:** Denver Pop Culture Con does not tolerate the buying and selling of copied, counterfeit, knock-off or unlicensed materials. Any possible violation of this rule will not be decided until a complainant exhibitor strictly follows the rules as set out in the DPCC "IP Issues and Procedures". Upon determination, the alleged violator will be given one warning only and asked to remove all items in question from view and sale. Any exhibitor violating this policy after said warning may be asked to leave the show.

**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 space. 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 written permission of DPCC. Uniformed or costumed attendants, models and other employees must remain within the exhibit space boundaries assigned to the exhibitor. All advertising, distribution, made by Exhibitor must be made only from within Exhibitor's exhibit space 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 DPCC 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 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 exhibit space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any DPCC promotional purpose.

**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 said 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 accepted 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.