

q o d

animation on display

EXHIBITOR AGREEMENT

This agreement for exhibit space at **Animation On Display 2012** (referred to hereafter as the "Event"), is made and entered upon written acceptance by both the Exhibitor and the Federation For The Promotion Of Animation (hereafter referred to as "Sponsor").

1. OVERVIEW

In exchange for the quoted rental fee, a 6' x 8' exhibit booth space in the Event's Dealers Room is provided.

Also included as part of the rental fee are four Exhibitor memberships to the convention that will allow access to all convention activities normally accessible to attendees. Additional memberships may be purchased at the prevailing rate for attendee registration.

2. EXHIBIT LOCATION

All exhibit booths will be located in the Sakura Room of the Hotel Kabuki (referred to hereafter as "Venue").

3. VENUE

Exhibitor agrees to abide by the rules and regulations as may be established from time to time by Sponsor or set forth in the Venue's exhibitor rules. A copy of Venue's rules is available to the Exhibitor upon request.

Exhibitor may not nail, tack, staple, or otherwise fasten anything to ceilings, walls, or other painted surfaces of the Venue.

Exhibitor agrees to leave their area "broom clean" at the close of the Event.

Initial: _____

4. SETUP AND TEARDOWN TIMES

The Dealers Room will be open for Exhibitors only between the hours of 8AM and noon on Saturday, February 18, 2012. This is intended as set up time for exhibitors.

The Dealers Room will be open for Exhibitors only on Saturday, February 18, 2012 between 6:30PM and 7:30PM. This is intended as general preparation time.

The Dealers Room will be open for Exhibitors only between the hours of 8AM and 10AM on Sunday, February 19, 2012. This is intended as additional set up time.

The Dealers Room will be open for Exhibitors only on Sunday, February 19, 2012 between 5PM and 9PM. This is intended as teardown time.

Exhibitor must clear premises by 9PM on Sunday, February 19, 2012. If Exhibitor does not remove all exhibit materials by 9PM on Sunday, February 19, 2012, any remaining items may be disposed of at the discretion of the Sponsor or Venue.

5. DEALERS ROOM HOURS

The Dealers Room will be open for convention attendees during the following hours:

- Saturday, February 18, 2012: noon to 6:30 PM
- Sunday, February 19, 2012: 10 AM to 5 PM

6. PACKAGE HANDLING

In the event Exhibitor will be shipping packages shipped to the Venue, an additional service charge will apply. All packages sent to the Venue must have the name of the Exhibitor, the name of the Event as known to the hotel (“AOD”) and the name of a contact person of the Exhibitor. Shipments should arrive no earlier than three (3) days prior to Event.

Sponsor assumes no liability for the delivery, security, or condition of the packages. Information detailing how to ship packages to the hotel and the shipping charges is available upon request.

7. VENUE SERVICES

By default, each booth is supplied with one six-foot table, and two chairs.

Additional services, such as signs, electricity hookups, easels, or additional tables, can be made available through the Venue.

Please note that certain Venue services (such as electricity hookups or easels) may have associated charges and deadlines from the Venue. Information on Venue services (including constraints, charges, and deadlines) is available from Sponsor upon request.

8. BOOTH PLACEMENT

Final booth placement within the Dealers Room is at the sole discretion of Sponsor.

While Sponsor will make a best effort to accommodate all reasonable requests for booth location and placement, Sponsor retains the right to adjust booth placement and layout of the Dealers Room.

If payment has not been received before the start time of the Event, Exhibitor’s space may be released at Sponsor’s discretion.

9. USE OF EXHIBIT

All demonstrations or other promotional activities must be confined to the limits of the exhibit space.

Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space clear of congestion caused by demonstrations or other promotions.

Exhibitor shall not assign, sublet, or share the space allotted without the prior written consent of Sponsor.

Sponsor and Venue reserve the right to restrict exhibits which become objectionable, because of noise, method of operation, materials, or for any other reason.

Sponsor and Venue reserve the right to prohibit or remove any exhibit which, in the determination of the Sponsor, may detract from the general character of the Event as a whole, or consists of products or services which are inconsistent with the character of the Event. This reservation includes persons, things, printed matter, and anything of a character which the Sponsor determines is objectionable. In the event of a removal, Sponsor shall not be liable for any refunds or other exhibit expenses.

10. EXHIBIT SAFETY

All exhibit construction and electric wiring shall conform to any and all regulations as defined by the Venue.

All exhibit construction and electric wiring shall conform to all applicable rules, regulations, fire laws, electrical codes, standards for safety, and other laws of the City and County of San Francisco and the State of California

Exhibitor hereby represents and warrants to Sponsor that exhibitor has taken all steps reasonably necessary in its judgment to insure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected.

Exhibitor accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of the exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit.

Exhibitor hereby agrees to indemnify and hold harmless the Sponsor, the Venue, and others lawfully on the exhibit floor from and against any claim, loss, liability or damage suffered as a result of Exhibitor's construction or maintenance of an unsafe exhibit. Exhibitor will furnish Sponsor with the engineering and/or insurance certificates referred to herein upon request prior to or during the Event.

11. NATURE OF EXHIBITS

- A. No Bootlegs may be brought to the Dealers Room.
This is further covered in Section 12.
- B. Adult Material:
 - 1. Exhibitor agrees to obtain the consent of the Sponsor before selling or displaying adult materials.
 - 2. Exhibitor further agrees that adult materials on display must be either out of plain view, or obfuscated. Nudity and sexual content must be completely covered.
 - 3. Exhibitor will not sell or distribute any adult materials to minors.
 - 4. A sign may be posted to let customers know that such merchandise is available.
- C. All food and drink sales must be pre-approved by Sponsor. Exhibitors may not sell or give away food or drink at their booth without prior consent of Sponsor.
- D. Weapons may not be sold or displayed. Non-functional replicas or theatrical props are allowed only with prior approval of Sponsor.
- E. Live animals may not be sold.
- F. Exhibitor agrees to obtain the consent of the Dealers Room Coordinator of the Event before offering travel and employment opportunities or selling or trading of personal services.
- G. Exhibitor acknowledges and accepts that it is illegal to collect data from minors under 13 years of age without their parent's or guardian's consent.
- H. Exhibitor with a "no refund" policy must clearly indicate this at their space. This should be done with a prominently displayed, easy to read sign.
- I. Exhibitors must provide receipts to customers upon request.

12. BOOTLEG POLICY

- A. Exhibitor agrees that all merchandise displayed or offered for sale is licensed by the original copyright and trademark holder or manufacturer. Exhibitors may not sell unlicensed or “bootleg” merchandise (items that do not bear the proper copyrights).
- B. Suspected items will be reviewed on a case-by-case basis. Exhibitor must have proof *in English* (a letter or contract stating the validity of the copyright of said items) that the items in question are not bootleg. Evidence must be submitted to Sponsor for verification (which may take up to 24 hours). Until the evidence can be verified, the material must be removed from the Exhibitor’s display and not sold until otherwise notified. Failure to comply with this procedure may result in immediate expulsion from the Dealers Room.
- C. Items not to be brought to AOD or the Dealers Room include (but are not limited to):
 - a. Alion
 - b. Son May
 - c. Everanime (also spelled Ever Anime)
 - d. Cartoon Anime
 - e. “Bootleg” wall scrolls, posters, and models
 - f. Any and all illegally reproduced media such as VCDs, DVDs, videotapes, audiotapes, MP3s, etc.
 - g. Any “counterfeit” or illegal duplication of existing licensed merchandise.
- D. Examples of acceptable items are:
 - a. DVDs and materials from ADV Films, Bandai, AnimEigo, Manga Entertainment and other license holders.
 - b. ADV Music
 - c. Great Eastern merchandise
 - d. Asian films possessing authentic trademarks from:
 - i. **Hong Kong** – Universe Laser, Mei Ah, Media Asia / Mega Star, IVL, Edko, Modern Video, Fortune Star, Celestial Pictures, Ocean Shores China Star.
 - ii. **Korea** - CJ Entertainment, Cinema Service, Starmax, Bear, Daum, Metro DVD, Enter One, Cinexus, iVision, Infinity, KD Media.
 - iii. **Japan** - Toei, KSS, Toho, Toshiba, TFC, Pony Canyon.
 - iv. **US** - Tai Seng, Anchor Bay, Media Blasters, Tokyo Shock, TLA Releasing, Unearthed Films, Synapse, Ventura Distribution, American Cinemateque.
 - e. Doujinshi
 - f. Other original fan produced works
 - g. Items that bear the correct and legal trademark, copyright, and distribution information.
- E. Neither 12C nor 12D should be considered complete lists. Sponsor reserves the right to amend these lists.

13. RIGHT OF INSPECTION

Exhibitor shall comply with all reasonable requests of representatives of the Venue and Sponsor, with respect to the installation, conduct, and disassembly of its exhibit.

Sponsor will have the right to inspect the booth and any merchandise any time while the Dealers Room is open. If Sponsor observes any violation of this agreement (such as those outlined in Sections 9, 10, 11, and 12), illegal activity, or activity that could result in harm to persons or property, Sponsor has the right to revoke the Exhibitor's space.

In the event that Sponsor revokes Exhibitor's space due to violations of this contract, Exhibitor will be required to remove all booth materials and merchandise and vacate the Dealers Room within one hour. In such event, no refund will be given.

14. TAXES, LICENSES, AND PERMITS

Exhibitor shall be solely responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the convention. Exhibitor shall be solely responsible for obtaining tax identification numbers and paying all taxes, license fees, or other charges that shall come due to any government authority in connection with their activities at the Exhibition. Exhibitors who will be making sales must possess or obtain a valid seller's permit from the State of California, and must comply with all city and state laws.

15. CANCELLATION

Booth reservations may not be refunded.

If the exhibit space is not occupied by 2PM on Saturday, February 18, 2012, Exhibitor shall be deemed to have cancelled the exhibit space contracted for, and the Sponsor shall have the right to use such the space as it deems appropriate. In this case, there will be no refund given to Exhibitor.

16. SPONSOR CONTACT/REQUESTS/NOTICES

All notices, offers, acceptances, requests, and other communications hereunder shall be in writing and shall be deemed to be delivered if hand-delivered or mailed via certified or registered mail to the Exhibitor contact on the last page of this Agreement, or if to Sponsor, to the address listed on the last page of this Agreement.

After Exhibitor has signed and returned this contract, if Exhibitor states to the Sponsor or an AOD staff member that they did not read or understand this contract, then Sponsor reserves the right to require that Exhibitor run one lap around the Venue for each such statement.

Sponsor may change its contact information at any time with notice. Sponsor/Event will not be bound by any notice unless delivered to Sponsor in the manner specified herein.

17. DAMAGE/CLEANING CLAUSE

In the event that damage or mess to any Venue or Sponsor property occurs as a result of any person associated with Exhibitor, Exhibitor assumes all liability and expense and agrees that, in addition to any other rights as against such person or others, Sponsor may directly bill Exhibitor for all such charges.

Exhibitor shall indemnify, defend, and hold harmless Sponsor and its officers, directors, volunteers, staff, and employees from and against all demands, claims, damages to persons and/or property, losses, and liabilities, including reasonable claims and any attorney fees arising out of or cause by Exhibitor's negligence or intentional misconduct. Exhibitor does not waive, by reason of this paragraph, any defense that it might have with respect to such claims.

18. LIABILITY /FORCE MAJEURE

Neither the Sponsor, nor its agents and representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor, Exhibitor's employees, or property from any cause whatsoever. Under no circumstances will Sponsor be liable for lost profits or other incidental or consequential damages.

Sponsor will not be liable for failure to perform its obligations under this contract as a result of strikes, civil disturbances, Acts of God, or any other cause beyond its control. Anyone viewing, visiting, or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services and labor in the conference and exhibit facility. Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, representatives, employees, or independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless Sponsor and Dealers Room from responsibility or liability resulting directly or indirectly from such acts or omissions.

19. SECURITY

Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an exhibitor is understood to be in its care, custody, and control in transit to or from or within the confines of the Dealers Room. Exhibitor agrees to waive its rights of subrogation against Sponsor, its officers, directors, staff, and volunteers.

20. ENTIRE AGREEMENT

There is no other agreement or warranty between the Exhibitor and Sponsor except as set forth in this agreement.

The rights of the Sponsor under this agreement shall not be deemed waived except as specifically stated in writing and signed by a Director of the Event.

IN WITNESS WHEREOF, Exhibitor and Sponsor have executed this agreement in manner and form sufficient to bind them as of the date and year set forth below:

For Exhibitor: _____ Date: _____

For Sponsor/Event: _____ Date: _____

Initial: _____



Please mail this form and the full signed contract to:

AOD 2012 Exhibitor Registration
PO Box 64160
Sunnyvale CA 94088-4160

AOD 2012 DEALERS HALL REGISTRATION FORM

AOD 2012 will be on February 18 and February 19, 2012. Booths are 6'x8' and include four badges.

Exhibitor Information (Please fill out all items):

Business Name: _____
This is the name we will use on the Dealers Room website.

Website _____

California Seller's Permit Number: _____

Brief description of Exhibit: _____

Contact Name: _____

Email: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ - _____

- I have a physical store, and would be willing to have AOD flyers displayed at my store.
 I am interested in additional cross-promotional or sponsorship opportunities with AOD.

**Please make checks payable to the
Federation for the Promotion of Animation**

_____ × \$ _____ = _____
Number of booths price per booth total amount due

Prices are \$199, for payments received on or before January 1, 2012
Prices are \$249, for payments received after January 1, 2012

Signature

____/____/____
Date

Initial: _____