

# FanimeCon 2012 Dealers Contract

## May 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup> and 28<sup>th</sup> 2012

This Agreement dated as of \_\_\_\_\_, 201\_ is by and between Anime Resource Group, Inc. and \_\_\_\_\_ (“Dealer”).

- 1. DEFINITION OF TERMS.** As used in this Agreement, the following terms have the following meanings:
- 1.1 “Accessible to Dealers” refers to those hours that the Dealers have access to their Booth Space.
  - 1.2 “Anime Resource Group, Inc.” (or “ARG”) is the sponsor of FanimeCon.
  - 1.3 “Booth Materials” refers to the components of the Booth Space: Pipe and Drape, tables, chairs, etc.
  - 1.4 “Booth Space” refers to the area where the Dealer will display its products, merchandise, wares or services offered to the public.
  - 1.5 “Bootlegs” refers to any item of merchandise at FanimeCon for display, sale, distribution, or giveaway that are not produced or authorized by the original copyright or trademark holder.
  - 1.6 “Costs” refers to charges from the SJCCF, Decorator or any other associated entities.
  - 1.7 Curtin Convention and Exposition Services (hereafter, “Decorator”) is the official decorator contracted for FanimeCon.
  - 1.8 “Dealer” refers to anyone representing a company or organization (as an employee or agent) that obtains a Booth Space in FanimeCon’s Dealers Room in Exhibit Hall #2 of the SJCCF.
  - 1.9 FanimeCon 2012 (hereafter, “FanimeCon”) will be held on May 25<sup>th</sup> – May 28<sup>th</sup>, 2012, with move-in dates on May 23<sup>rd</sup> and 24<sup>th</sup> and move-out date on May 28<sup>th</sup>.
  - 1.10 “FanimeCon Representative” refers to persons authorized to act on behalf of FanimeCon, including without limitation, the Dealers Liaison, all FanimeCon volunteers, officers, and staff members.
  - 1.11 “Fees” refers to charges from FanimeCon to the Dealers. This includes the Booth Space fees.
  - 1.12 “FHC” refers to Freight Handling Charges.
  - 1.13 “Goods” refers to the products, merchandise, wares or services that the Dealers are offering.
  - 1.14 “Labor” refers to all service providers that may be employed or otherwise engaged by Decorator, FanimeCon or the SJCCF, either directly or indirectly.
  - 1.15 “Member Show Hours” refers to those hours FanimeCon 2012 registrants may visit the Booth Space.
  - 1.16 San Jose Convention and Cultural Facility (herewithin “SJCCF”) refers to the facility at 408 Almaden Blvd, San Jose, California and The Civic Auditorium at 145 West San Carlos, San Jose, California.
  - 1.17 San Jose Marriott, San Jose Hilton, San Jose Fairmont, Crowne Plaza and Fairmont (hereafter, “Hotels”) hotels are the only sanctioned event spaces for FanimeCon, other than the SJCCF.

2. **PREAMBLE.** The SJCCF is a “Union House”. This means that certain activities such as decoration of the event hall and movement of freight must be performed by Union Labor. The purpose of this contract is:
- 2.1 To define the terms of the services that will be provided to the Dealers by FanimeCon, the SJCCF and the Union organization.
  - 2.2 To define which costs will be the responsibility of FanimeCon and which costs will be the responsibility of the Dealer.
  - 2.3 To define a code of conduct to which the Dealers will adhere.

### 3. **BOOTH SPACE**

- 3.1 **Items Provided by FanimeCon.** For each signed Dealers Contract, FanimeCon will provide One (1) 120 Volt, 0-500 watt (5 AMPS) Power Drop. For each Booth Space, FanimeCon will provide One (1) ten foot (10’) by ten foot (10’) booth with the following configuration and items:
- 3.1.1 One (1) Eight foot (8’) high back wall
  - 3.1.2 One (1) Three foot (3’) side wall
  - 3.1.3 One seven inch (7”) by forty-four inch (44”) identification sign. Lettering on the sign is limited to one (1) line of text characters not to exceed forty-eight (48) alpha numeric characters
  - 3.1.4 One (1) two foot by eight foot (2’x 8’) table
  - 3.1.5 Two (2) chairs
- 3.2 **Booth Location.** Exact location of Dealer’s booths inside the show space will be determined by ARG and *a particular location is not guaranteed*. ARG reserves the right to make modifications to the Booth Space assignments as necessary. Any such modification after a previous agreement shall require a FanimeCon Representative to notify the Dealer within five (5) business days by electronic mail or by voice communication.
- 3.3 **Levels of Service.** FanimeCon offers one level of service in its Dealers Contract; known as “Dealers Service Levels” or “DSL”.
- 3.4 **Silver Dealers Service Level (Silver One)** is defined as the following:
- 3.4.1 Dealer is responsible for all charges related to FHC.
  - 3.4.2 Dealer is responsible for Costs associated with other requested services.
  - 3.4.3 Dealer will be provided with one (1) 120 Volt, 500 watt outlet (5 Amps) Power Drop per signed contract at no additional cost.
  - 3.4.4 Each Dealer will be given a “Service Level Code” that reflects the number of Silver Level Booth Spaces purchased by a Dealer. If one Silver Level Booth Space is purchased, the Service Level Code will be S-1, if two (2) Silver Level Booth Spaces are purchased the Service Level Code would be S-2, if three (3) Silver Level Booth Spaces are purchased, the Service Level Code would be S-3, etc.
- 3.5 **Fees.** Fee schedules for the Booth Spaces are indicated on Attachment “A” to this contract.

- 3.6 **Requirements.** Booth Space requests will be processed only when a signed Dealer's contract and copy of the Dealer's seller's permit issued by the California State Board of Equalization ("Seller Permit") have been received by ARG and Dealer has paid the appropriate fees in a timely manner.
- 3.6.1 Booth Space Fees for Dealer Contracts signed at the end of the previous year's convention (FanimeCon 2011) must be paid in full at the time of contract signing in order to obtain special pricing.
- 3.6.2 Dealers Contracts not paid in full at the end of the previous year's convention will pay the current fee for the Booth Space at time of payment.
- 3.6.3 Dealers wanting additional Booth Spaces after initial contract has been completed may do so at the Fees current at the time additional Booth Spaces are sought.
- 3.6.4 Payment for Booth Space Fees must be received at the same time as the contract is received.
- 3.6.5 Dealers will make payments payable to "**Anime Resource Group, Inc.**".
- 3.6.6 Dealers completing the transactions for a Booth Space at the end of the previous years' convention will provide a copy of their Seller Permit at that time.
- 3.6.7 All Dealers will need to provide a copy of a valid Sellers' Permit during the show dates.
- 3.7 **Badges.** Booth Space Fees include two (2) Dealer badges per Booth Space.
- 3.7.1 Until March 31, 2012, up to two (2) additional Dealer badges may be purchased for a Fee of \$45 per badge. Starting April 1, 2012, the pricing will be \$65 per badge.
- 3.7.2 Dealers will abide by FanimeCon's Lost Badge Policy.
- 3.8 **Decorator Responsible for Setup, Etc.** FanimeCon has contracted with Decorator to manage the setup of tables, booths and assorted equipment relating to the operations of the Booth Space.
- 3.8.1 Any and all additional equipment, furnishings, and other requests not covered by the Dealer's DSL will be made directly to Decorator.
- 3.8.2 Requests for phone lines, additional power drops, and internet access will be made to Decorator.
- 3.8.3 All Costs pertaining to additional requests will be the responsibility of the Dealer and will be paid directly to Decorator immediately on request or receipt of invoice.
- 3.8.4 All FHC are based on the total weight and will be billed directly to the Dealer by Decorator.
- 3.8.4.1 The shipping address for freight to be delivered to a Dealer at FanimeCon will be provided by Decorator as per Section 4.1.
- 3.9 **Dealer Responsibilities.** Dealer will keep its Booth Spaces clean and is responsible for any damage to its Booth Spaces.
- 3.9.1 Prior to leaving the SJCCF, Dealer agrees to leave the Booth Space "broom clean".
- 3.9.2 Prior to leaving, it is advisable, but not necessary, to have the Dealers Liaison inspect the Booth Space.

- 3.10 **Configuration of Booth Space.** Dealer is allowed to configure its Booth Space, provided that Dealer's property does not extend beyond the assigned space or violate any other applicable provision of this contract.
- 3.10.1 A height limit of twenty feet (20') will be enforced.
- 3.11 **Dealers Room Hours.** Dealers room hours are indicated in Attachment "A".
- 3.11.1 ARG reserves the right to change the Dealers' Room hours.
- 3.12 **Additional Costs.** Any additional Costs incurred by FanimeCon or ARG from the SJCCF and/or Decorator for any Dealer requests will be passed through to the Dealer and billed within thirty (30) days of the conclusion of the convention. All such amounts are due immediately upon receipt of invoice or within fifteen days after the date such invoice is mailed to Dealer, whichever is earlier.

#### 4. DEALERS FREIGHT HANDLING CHARGES

- 4.1 **Freight Handling Form.** Decorator is to provide each confirmed Dealer with a custom freight handling form six (6) weeks prior to the show move-in date. Dealer should inform ARG if it has not received this form by that time.
- 4.2 **Dealer's Payment.** Dealers will provide Decorator with the completed forms, a credit card authorization, and minimum payment, as appropriate, for estimated FHC at least two (2) weeks prior to the show move-in date.
- 4.3 **Fees.** Decorator will charge Dealer FHC fees when freight is moved from the loading dock to the Dealer's booth space and when freight is moved from the Dealer's booth space to the loading dock. FHC fees will be based on the following scale:
- 4.3.1 0 – 1,000 pounds will incur a charge of \$231.00
- 4.3.2 1,001 – 2,999 pounds will incur a charge of \$578.00
- 4.3.3 Over 3,000 pounds will incur a charge of \$1,103.00
- 4.4 **Exception.** Dealer with freight that can be carried in by one (1) person in one (1) trip without the use of a hand truck or dolly and constitutes their entire Booth Space contents will not incur a cost for a FHC.

#### 5. DISPLAY REGULATIONS

- 5.1 **Licensed Videos Only.** Dealers who display videos in their Booth Space must only have licensed material for sale or on display. Video rating will be no higher than the equivalent of PG-13 for all such videos.
- 5.2 **Noise Limits.** Dealers must make sure that the decibels levels from sound producing systems are kept at the level of a normal conversation from a distance of ten (10) feet away from their show space.
- 5.2.1 FanimeCon Representative will be the final arbitrator for any disputes.
- 5.3 **Hours of Display.** Dealer agrees to remain set up with all of its Booths staffed during all "FanimeCon Member Show Hours", as indicated in Attachment "A".

- 5.3.1 No early “breakdown” of Dealers’ displays is allowed without the prior written consent of a FanimeCon Representative.
- 5.3.2 Early breakdowns that are authorized will incur additional Costs that are the responsibility of the Dealer.
- 5.4 **Restrictions.** Dealers may not nail, tack, staple, or otherwise fasten anything to ceilings, walls, or other painted surfaces at the SJCCF, and must consult with and obtain the consent of the SJCCF prior to hanging anything or posting anything outside of their Booth Space.
  - 5.4.1 Dealer will be responsible for any incurred Costs related to SJCCF in regards to hanging of anything outside their Booth Space or posting of anything outside their Booth Space.
- 5.5 **No Smoking.** The State of California does not allow smoking inside public areas.
- 5.6 **No Alcohol.** FanimeCon prohibits the serving of alcoholic beverages in the Dealers’ Room.

## 6. LABOR

- 6.1 **Union Labor.** In order to conform to union contract rules and regulations, Dealers must use qualified Union personnel for all services provided at the SJCCF including, but not limited to the following:
  - 6.1.1 Electrical Services
  - 6.1.2 Plumbing Services
  - 6.1.3 Telephone Services
  - 6.1.4 The installation and dismantling of exhibits in the Booth Space
  - 6.1.5 Material and Freight Handling within the SJCCF.
- 6.2 **Installation, Dismantling, Freight and Materials.** Decorator will handle all arrangements for installation and dismantling of Booth Materials and for material and freight handling.
- 6.3 **Arrangements for Services.** Decorator will be responsible for SJCCF and all the Exhibit Hall related services and will provide the Dealer with the appropriate materials after payment has been verified by ARG.
- 6.4 **Contracts Binding.** Dealer must abide by all existing union agreements and regulations applicable to FanimeCon and the SJCCF.
- 6.5 **Display Set-Up.** Decorator and the Union have agreed that the handling, placing or setting up of Dealer’s display merchandise does not require Union Labor and may be done by the Dealer.
- 6.6 **Decorator Labor Charges Additional.** FanimeCon’s Fees for Booth Space ***do not*** include the total cost for Decorator Labor in regards to the moving in of freight from the loading dock via a pallet to the assigned Booth Space ***nor do they cover*** the FHC for the movement of freight out of the Booth Space to the loading dock of the SJCCF. Such costs are the sole responsibility of Dealer and must be paid directly to Decorator.
- 6.7 **Decorator Services Required.** Dealer at no time will be allowed to move any products into or out of the SJCCF without Decorator assistance and associated Costs for Labor.
- 6.8 **Drayage Fees.** Dealers’ shipments delivered to and from the SJCCF are subject to additional fees (***i.e. drayage***), to be paid directly to Decorator.

- 6.8.1 The fees incurred for drayage are solely the responsibility of the Dealer and must be settled between Decorator and the Dealer.
- 6.8.2 Any outbound shipments at show close are subject to additional fees (**i.e. drayage**).
- 6.8.3 Outbound shipments to carriers (e.g. **UPS, FedEx, United, Yellow, etc**) must be handled by Decorator and the Labor for insurance purposes.

## 7. REFUNDS

- 7.1 **90 or More Days Notice.** Exhibitors who cancel exhibit space at least ninety (**90**) days prior to the opening day of FanimeCon, will receive a full refund of monies paid, less **\$100.00** for handling. The refund will be paid within 90 days after the event.
- 7.2 **31-89 Days Notice.** Exhibitors who cancel exhibit space less than ninety (**90**) days prior to the opening day of FanimeCon (**February 25, 2012**), but earlier than thirty one (**31**) days prior to the opening day of FanimeCon (**April 24, 2012**) will receive a refund of monies paid less a cancellation fee of 50% of monies paid. The refund will be paid within 90 days after the event.
- 7.3 **30 or Fewer Days Notice.** There will be no refunds for cancellations thirty (**30**) days or less prior to the opening day of FanimeCon (**April 25, 2012**).
- 7.4 **Exception.** See Sections 16.2 and 17.3 for exceptions.

## 8. SUBLETTING

- 8.1 **Prior Consent Required.** Dealers are not allowed to share or sublet their Booth Space without prior written consent from ARG, which may be granted or denied in its sole discretion.
- 8.2 **Deadline.** Dealers requesting to share or sublet must make their request to the Dealer Liaison, and the request must be received at least thirty (**30**) days prior to the start of the first day of the convention (**April 25, 2012**).
- 8.3 **Failure to Obtain Consent.** Any Dealer found to be sharing or subletting their Booth Space without prior written consent from ARG is subject to immediate expulsion.
  - 8.3.1 Any contracted Dealer found to be sharing or subletting their Booth Space with an unauthorized party will forfeit their Fees and payments for the Booth Space.
  - 8.3.2 Refer to Wrongful Subletting Clause, Section 12.5 and Expulsion Clause, Section 13.

## 9. GOODS FOR SALE

- 9.1 **Licensed.** Dealer represents, warrants and agrees that all Goods on display or offered for sale are licensed for sale by the original copyright and trademark holder or manufacturer.
- 9.2 **No Bootlegs.** Dealers may not display or sell unlicensed (also known as Bootleg) Goods. Sale of unlicensed goods is subject to immediate expulsion (Refer to Penalties Clause, Section 12 and Expulsion Clause, Section 13).
  - 9.2.1 (**I.E. Such as items that do not bear the proper copyrights or trademarks**).
- 9.3 **Notice Required.** Goods will have three (**3**) forms of copyright information:
  - 9.3.1 Name of the copyright holder.

- 9.3.2 Company Logo of copyright holder.
- 9.3.3 Date of copyright.
- 9.4 **Tags.** Goods must be tagged with copyright information.
  - 9.4.1 Copyright information on Goods must match the tag on the package.
  - 9.4.2 Packaging must have clear print quality for official tags and licenses.
- 9.5 **Questionable Goods.** Goods that are suspect will be reviewed on a case-by-case basis by ARG.
- 9.6 **Writing Required.** Dealer must have proof *in English* (a letter or contract stating the validity of the copyright) that its Goods are not Bootlegs.
  - 9.6.1 Evidence must be submitted to a FanimeCon Representative for verification when requested.
- 9.7 **Verification.** Dealer acknowledges and agrees that ARG may take up to twenty-four (24) hours to verify the documents after they are supplied by the Dealer.
  - 9.7.1 Until documentation can be verified, the Goods must be removed from the Dealer's display and not displayed or sold until Dealer is otherwise notified.
  - 9.7.2 Failure to comply with this procedure may result in immediate expulsion from FanimeCon.
    - 9.7.2.1 Refer to Expulsion Clause, Section #13.
- 9.8 **Current Information.** FanimeCon's website ([www.fanime.com/events/dealers.html](http://www.fanime.com/events/dealers.html)) will have the most current information regarding Goods that are not allowed in FanimeCon's Dealers' Room. It is Dealer's responsibility to read such information.
- 9.9 **Prohibited Goods.** FanimeCon prohibits all of the following:
  - 9.9.1 Any "Bootleg" wall scrolls, posters, jewelry, figurines, statures and models
  - 9.9.2 Any and all illegally reproduced media such as VCDs, DVDs, videotapes, audiotapes, MP3s, etc.
- 9.10 **Restrictions.** FanimeCon does not allow in the Dealers Room the following:
  - 9.10.1 Any items without the proper copyrights from the manufacturer or licensed distributor
  - 9.10.2 Items without any copyright information
  - 9.10.3 Items using color copies for covers
- 9.11 **Certificated Brands.** FanimeCon has verified that the following vendors are certificated Goods for the Dealers Room:
  - 9.11.1 Products from North American licensors such as ADV Films, Funimation, Bandai, and other licensed holders.
  - 9.11.2 Great Eastern Merchandise
  - 9.11.3 Doujinshi
  - 9.11.4 Asian films possessing authentic trademarks from:
    - 9.11.4.1 **Hong Kong** – Universe Laser, Mei Ah, Media Asia / Mega Star, IVL, Edko, Modern Video, Fortune Star, Celestial Pictures, Ocean Shores China Star.

- 9.11.4.2 **Korea** - CJ Entertainment, Cinema Service, Starmax, Bear, Daum, Metro DVD, Enter One, Cinexus, iVision, Infinity, KD Media.
  - 9.11.4.3 **Japan** - Toei, KSS, Toho, Toshiba, TFC, Pony Canyon, King, Victor, Avex, Tofu.
  - 9.11.4.4 **US** - Tai Seng, Anchor Bay, Media Blasters, Tokyo Shock, TLA Releasing, Unearthed Films, Synapse, Ventura Distribution, American Cinemateque.
- 9.12 **Exceptions.** FanimeCon has made the following exceptions for licensing purposes:
- 9.12.1 Other original Fan produced works.
  - 9.12.2 Items bearing the correct trademarks, copyrights, and distributors.
- 9.13 **Not Complete Lists.** The above lists should not be considered complete or whole.
- 9.13.1 FanimeCon reserves the right to amend the above lists.
- 9.14 **Adult Goods.** The following rules apply to Goods suitable only for adults:
- 9.14.1 All adult related Goods are to be sealed properly.
  - 9.14.2 All adult Goods are to be separated from non-adult stock.
  - 9.14.3 All Dealers shall have signs clearly marking their Adult Goods.
  - 9.14.4 Adult Goods will not be sold to minors, nor will minors be encouraged to acquire Adult Goods. Dealer agrees not to sell or distribute any adult materials to minors.
  - 9.14.5 Dealers will make proper identification based on government-issued photo identification prior to selling Adult Goods.
  - 9.14.6 Nudity or sexual content must be completely covered from public view.
  - 9.14.7 All Adult Goods should be out of direct view of minors.
  - 9.14.8 The viewing area for adult material must be away from the normal flow of traffic for the vendor's Booth Space.
  - 9.14.9 Signage may be posted to state that Adult Goods are available.
  - 9.14.10 Violation of above constitutes grounds for expulsion from FanimeCon 2012.
    - 9.14.10.1 See Expulsion Clause, Section 13.
- 9.15 **Receipts.** Dealer must provide receipts for customers upon request.
- 9.16 **No Refund Policies.** Dealers with a “no refund” policy must clearly and prominently state the policy in signage in English large enough to be read from the opposite side of the aisle.
- 9.17 **Foods and Drinks.** All food and drink sales must be pre-approved by the San Jose Convention and Cultural Facilities, the Food and Beverage Services Group for the Convention Center. All food sold in the Dealers room **must** be factory pre-packaged. No exceptions.
- 9.17.1 All corkage or forklage fees to the SJCCF are the responsibility of the Dealer unless another arrangement has been made.
  - 9.17.2 All dealers selling food or drink must obtain a temporary food seller's permit by following these steps:

- 9.17.2.1 Complete the Temporary Food Seller's Permit application (Application can be found at <http://www.ehinfo.org/portal/site/deh/agencyarticle?path=%252Fv7%252FEnvironmental%2520Health%252C%2520Department%2520of%2520%2528DEP%2529&contentId=2de6ab56f5b34010VgnVCM10000048dc4a92> )
- 9.17.2.2 Write a check for \$184 made out to "County of Santa Clara". **Do NOT make checks payable to FanimeCon.**
- 9.17.2.3 Send your application along with the check to the FanimeCon address (same as your dealers contract) **no later than May 1, 2012.**
- 9.17.2.4 FanimeCon will submit all applications to the county with the fees as the designated event co-ordinator.
- 9.18 **No Hawking.** Dealers will not be allowed to verbally 'hawk' their merchandise.
- 9.18.1 Hawking is defined as loud verbal expressions designed to attract customer to a booth.
- 9.19 **Public Announcement Request.** Dealers can request FanimeCon Representatives to make a public announcement in the Dealers Room.
- 9.19.1 Announcements over the public address system will be at the discretion of FanimeCon Representatives.
- 9.20 **Activity Limited to Booth Space.** All advertisements inside the Dealers Room must occur inside a Dealer's assigned Booth Space.
- 9.20.1 Advertisement activity blocking the flow of traffic inside the Dealers Room is not allowed.
- 9.21 **Weapons.** Weapons refer to edged, sharp or training swords, knives and any items commonly considered to be weapons. Dealers selling weapons must receive written clearance from ARG prior to the opening of business on the first day of the convention (**May 25, 2012**).
- 9.21.1 Dealers must hand out a leaflet containing FanimeCon's Weapons Policy with the sale of each weapon.
- 9.21.2 FanimeCon Representatives will supply copies of the Weapons Policy upon request.
- 9.21.3 Dealers selling weapons must conform to all local, state and federal regulations.
- 9.21.4 Weapons are to be sold **only** to attendees eighteen (**18**) years or older.
- 9.21.5 Sales of weapons may be made only after verification of age using a government issued identification card, showing the purchaser is eighteen (**18**) years or older.
- 9.21.6 Dealers selling ANY type of weaponry must have liability insurance in amounts acceptable to ARG.
- 9.22 **Legal Restrictions.** Refer to the following URL for items that cannot be sold to minors and other restrictions on sale of weapons in the state of California: <http://caag.state.ca.us/firearms/dwcl/index.html>

## 10. SECURITY

- 10.1 **Crowd Control.** FanimeCon may provide additional staff or volunteers for line control and/or crowd flow purposes during “**FanimeCon Member Show Hours.**”
- 10.2 **Dealer Responsibility.** Dealers are fully responsible for security during “**Accessible to Dealers**” hours of the Booth Space and for any theft or loss, regardless of fault or cause or negligence by any party of this contract during the “**Accessible to Dealers**” hours.
- 10.3 **Overnight.** FanimeCon agrees to provide overnight security for the Booth Space.
- 10.4 **Doors Locked.** The doors to the Exhibit Hall #2 will be locked for all FanimeCon hours that are outside of the listed “**Accessible to Dealers**” hours and “**FanimeCon Member Show Hours**” in Attachment “A.” The Dealers’ Room will be inaccessible to Dealers or registrants outside the stated hours.

## 11. SALES TAX AND LICENSES

- 11.1 **Collection Obligation.** Dealers are responsible for collecting California State sales tax. The sales tax rate in Santa Clara County is **9.25%**.
- 11.2 **Applications.** Dealers not holding a State of California sales tax license agree to file the proper forms to apply for the same pursuant to California tax laws prior to the first day of the convention (**May 25, 2012**).
- 11.2.1 Dealer understands that failure to file the proper legal forms may result in a tax assessment against the Dealer by the California State Revenue Commissioner.
- 11.3 **Permit.** Dealer is required to provide a copy of the seller’s permit valid in the city of San Jose, temporary or regular, no later than one month prior to the convention start date.
- 11.3.1 A Dealer’s failure to supply a valid seller’s permit to ARG by the first day of the convention will result in the immediate forfeiture of Dealers’ Fees and Booth Space reservations.
- 11.3.2 Dealers may not sell any merchandise or services without a copy of the aforementioned licenses on file with ARG.
- 11.3.3 See Expulsion Clause, Section 13.
- 11.4 **Application Forms.** The URL listed below is for filing a California Seller’s Permit Application, both regular and temporary: <http://www.boe.ca.gov/pdf/boe400spa.pdf>
- 11.4.1 The permit requires the selling location. The selling location for FanimeCon is 408 South Almaden Ave., San José, CA 95110.

## 12. PENALTIES

- 12.1 **Warning.** Dealers in violation of this contract will initially be given a formal warning from FanimeCon Representative, unless otherwise specified
- 12.2 **Expulsion.** Upon the third infraction the Dealer will be immediately expelled from FanimeCon.
- 12.2.1 Refer to Expulsion Clause, Section #13.
- 12.3 **Bootlegs.** The display or sale of Bootlegs, as defined in section #1.5, is not permitted in the Dealers’ Room.

- 12.4 ***Fine for Failure to Read Contract.*** After the Dealer has signed and returned this contract, if the Dealer states to the Liaison or a FanimeCon Representative that they did not read or understand the contract then FanimeCon reserves the right to fine that Dealer \$100.00 for each such statement.
- 12.5 **Wrongful Subletting.** Dealers found in violation of Section #8 will be subject to the following actions:
- 12.5.1 The ***first*** infraction will result in a request to comply with the instructions given by the Dealers Liaison to correct the violation.
- 12.5.2 The ***second*** infraction will result in a request to comply with the instructions given by the Dealers Liaison to correct the violation.
- 12.5.3 Upon the ***third*** infraction the Dealer will be immediately expelled from FanimeCon.
- 12.5.3.1 Refer to Expulsion Clause, Section 13.
- 12.5.4 Expulsion may result in substantial additional Union Costs in order to facilitate the immediate removal of the Dealers' property from the SJCCF.
- 12.5.5 Dealer will be responsible for all fees or applicable SJCCF Costs in the event of Dealer expulsion.
- 12.5.5.1 There are **no** exceptions.
- 12.5.6 Decorator will bill applicable Costs not paid at the time of expulsion to the Dealer within thirty (**30**) days of the end of the Convention.
- 12.6 **4-Hour Minimum.** Any Dealer or their subcontractor requiring freight handling to Exhibit Hall #2 after 12:00pm (**noon**) on Friday, May 25, will be charged by Decorator at the Full Show rates for four (**4**) hours of labor, plus any associated costs charged by the SJCCF.

### **13. EXPULSION**

- 13.1 **Consequences.** Any dealer that is expelled from FanimeCon is subject to the following consequences:
- 13.1.1 Dealer will be immediately ejected from Exhibit Hall #2.
- 13.1.2 Dealer will incur all Cost and Fees associated with Labor necessary to leave Exhibit Hall #2.
- 13.1.3 Dealer will be forbidden from having any further business transactions with FanimeCon for two (**2**) years.

### **14. LIMITS OF LIABILITY**

- 14.1 **Indemnity and Waiver.** Dealer agrees to assume all risk, and to indemnify, defend and hold harmless FanimeCon, ARG, SJCCF, all FanimeCon Representatives; and their respective owners, officials, subsidiaries, agents, affiliates, operators, directors, officers, volunteers and employees (**hereafter “the Indemnified Parties”**) from and against any and all claims, demands, losses, costs, liability, expenses, attorney’s fees and damages of any kind (“Claim”) arising out of or in connection with any act or omission of Dealer or any of its employees, independent contractors, invitees, representatives, patrons, guests, or agents, Dealer’s participation in FanimeCon, use of Booth Space, the conduct of Dealer’s business or from any activity, or arising out of any act or omission permitted or suffered by Dealer in or about the Booth Space, or arising out of any act or omission of any Indemnified Party, except to the extent resulting solely from the gross negligence or willful wrongful act of the particular Indemnified Party. If any action or proceeding is brought against any Indemnified Party by reason of any such Claim, Dealer upon notice from such Indemnified Party shall defend the same at Dealer’s expense by counsel reasonably satisfactory to the Indemnified Party, who shall cooperate with Dealer in such defense. Dealer, as a material part of the consideration to FanimeCon and ARG, hereby assumes all risk of damage to property of Dealer or injury to persons, in, upon or about the SJCCF or any Hotel arising from any cause and hereby waives all Claims in respect thereof against FanimeCon and ARG. The provisions of this Section 14 shall survive expiration or earlier termination of this Contract.
- 14.2 **Exclusions.** Notwithstanding anything to the contrary in Section 14.1, Dealer shall not be required to indemnify, defend, or hold any Indemnified Party harmless from or against claims, liability, loss, cost or expense arising out of (i) the breach by such Indemnified Party of any express covenant, representation or warranty under this Contract, or (ii) any gross negligence or willful misconduct of such Indemnified Party.
- 14.3 **Exculpation.** Dealer hereby agrees that neither ARG, FanimeCon, nor any other Indemnified Party shall be liable for injury to Dealer’s business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Dealer, its employees, independent contractors, invitees, representatives, patrons, guests, or agents, or any other person in or about the SJCCF or any Hotel, nor shall ARG, FanimeCon or any other Indemnified Party be liable for injury to the person of Dealer, its employees, independent contractors, invitees, representatives, patrons, guests, or agents, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising at the SJCCF or any Hotel, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Dealer.
- 14.4 **Effect.** Indemnified Parties are not liable for any loss, injury, damage, or other expense or Claim that arises out of any act of omission by the Dealer or for any damage to Dealer’s property or any injury whatsoever to the person staffing or otherwise participating in the staffing of the Booth, except to the extent resulting solely from the gross negligence or willful misconduct of the Indemnified Party.
- 14.5 **Violations.** Any damages or charges imposed for violations of any applicable laws or regulations by the Dealer are the sole responsibility of the Dealer.

- 14.6 **Inviting Party.** Anyone visiting, viewing or otherwise participating at the Dealer's Booth Space is considered to be the invitee or licensee of the Dealer rather than the invitee or licensee of FanimeCon or ARG.
- 14.7 **No Claim for Lost Profits.** If the SJCCF or any part of the Booth Space therein is unavailable, whether for the entire convention or a portion of the convention, FanimeCon, ARG, and the Convention Center will not be held liable for any losses, including without limitation Dealer's lost profits.
- 14.8 **Circumstances Beyond ARG's Control.** ARG will not be responsible for any losses that may be due to, and including, but not limited to, fire, natural disaster, acts of war or terrorism, acts of God, construction, labor dispute, riot, or circumstances outside of its control.
- 14.9 **Scheduling.** Should ARG or the SJCCF decide that because of any circumstance beyond its control it becomes necessary to cancel, postpone, or re-site the show, reduce installation time, exhibit time, or move out time, FanimeCon, ARG, and the SJCCF will not be held liable to the Dealer for any damage or loss, direct or indirect, arising as a result thereof, including without limitation Dealer's lost profits.
- 14.10 **Dealer's Property.** Dealer acknowledges that neither FanimeCon nor the SJCCF maintains insurance covering the Dealers' property.
- 14.11 **Dealer's Insurance.** It is the sole responsibility of the Dealer to obtain insurance for its property and to provide proper evidence of coverage for FanimeCon.
- 14.11.1 **This is highly recommended. Failure to provide proof of insurance will require additional costs to be assessed against the Dealer by ARG in order to provide adequate insurance coverage.**
- 14.12 **Integration.** There are no other agreements or warranties between the Dealer and ARG or any FanimeCon Representative except as set forth in this contract.
- 14.13 **Execution and Delivery.** All pages of this contract need to be initialed and returned in full to be completed.
- 14.14 **Waiver.** The rights of FanimeCon and ARG under this contract shall not be deemed waived unless specifically stated in writing and signed by an authorized officer of ARG.
- 14.15 **Relationship.** This agreement is not to be construed as a joint venture, or to give power to either party to obligate the other in any other manner whatsoever other than what has been specifically stated in this contract.
- 14.16 **Venue.** Any civil action that ARG or the Dealer may bring against each other shall be adjudicated in the applicable Federal or State of California civil court located in the county of Santa Clara and/or the City of San Jose, CA.
- 14.16.1 **Jurisdiction.** ARG and the Dealer hereby waive all questions of jurisdiction and venue in order to give effect to this provision.
- 14.17 **Severability.** If any part of this contract is found to be invalid, it shall NOT invalidate the entire contract.

## 15. GRIEVANCES

- 15.1 **Dealer Liaisons.** Grievances or other comments about any section of this contract can be brought to the FanimeCon Dealer Liaisons.
- 15.2 **Final Authority.** ARG and its Dealer Liaisons have sole discretion concerning what is and what is not allowable in the Booth Space. Compliance of Dealer's displays is subject to the approval of ARG and its Dealer Liaisons and all decisions made by ARG or its Dealer Liaisons in these matters are final.
- 15.3 **Right to Refuse.** ARG reserves the right to refuse service to anyone for any lawful reason.

## 16. AMENDMENTS

- 16.1 **Right to Amend.** ARG shall reserve the right to make amendments to the provisions set forth in this contract on notice to Dealer within five (5) business days.
- 16.2 **Refund.** Upon notification, if a Dealer does not agree to the amended terms they may file a request for refund of the Dealer registration fees within five (5) business days, in which case, the provisions of Section 7.3 shall not apply.

## 17. CANCELLATION OF THE EVENT

- 17.1 **Rights Reserved.** ARG reserves the right to cancel, re-name or re-locate FanimeCon or change the dates on which it is held.
- 17.2 **Changes.** If ARG changes the name of FanimeCon, relocates it to another event facility within the same city or changes the dates for the event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which FanimeCon originally was scheduled to be held, no refund will be due to Dealer, provided however, ARG shall assign use of such space as Dealer as paid for under this contract to Dealer on no less favorable terms.
- 17.3 **Cancellation.** If ARG elects to cancel FanimeCon other than for reasons beyond its control, it shall refund to Dealer its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of ARG to Dealer, notwithstanding Section 7.3.

**FanimeCon 2012 Dealers Contract**  
**May 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, and 28<sup>th</sup>, 2012**  
**Attachment "A"**

Authorized Signature:

By signing this contract, I hereby acknowledge that I have read and understood the above terms for Dealers at FanimeCon 2012 and hereby agree to be bound by and comply with the terms of this Dealer's Contract. I further acknowledge that failure to abide by these terms for Dealers at FanimeCon 2012 may result in the loss of my Dealer's privileges without recourse or refund. Booth Space location on the Show Floor is not guaranteed.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

Please send all documents and payment to:

**FanimeCon 2012 Dealers**  
**C/O Anime Resource Group, Inc.**  
**798 Auzerais Ave.**  
**San Jose, CA 95126-3503**

Please make your check or money order payable to: **Anime Resource Group, Inc.**

**Schedule of Fees:**

End of Convention	May 31 - Dec 31	Jan 1 - May 22	At-Con
<b>\$650</b>	<b>\$750</b>	<b>\$850</b>	<b>\$950</b>

**Dealer Room Hours**

<b>Date</b>	<b>Load-In/Load-Out Hours</b>	<b>Dealer Setup/Teardown</b>	<b>FanimeCon Member Show Hours</b>
<b>Wednesday 5/23</b>	Noon to 6:00pm	Noon to 6:00pm	<b>None</b>
<b>Thursday 5/24</b>	10:00am to 7:00pm (Note: Loading Dock Doors close at 7:00pm)	10:00am – 9:00pm	<b>None</b>
<b>Friday 5/25</b>	7:00am to 12:00pm (Note: Loading Dock Doors close at noon)	7:00am – 2:00pm	2:00pm to 8:00pm
<b>Saturday 5/26</b>	<b>None</b>	<b>None</b>	10:00am to 7:00pm
<b>Sunday 5/27</b>	<b>None</b>	<b>None</b>	10:00am to 7:00pm
<b>Monday 5/28</b>	4:00pm to 9:00pm (Note: Freight must be clear of Dock by 8:00pm)	4:00pm – 9:00pm	10:00am to 3:00pm (3:00pm to 4:00 pm is FanimeCon Staff Shopping Hour)

**Note: Dealers will have one (1) hour prior to and following the public hours to restock.**

**Attachment "B"**  
**FanimeCon 2012 Dealer's Response Form**

**Name of Company:** \_\_\_\_\_

**Business Phone #:** \_\_\_\_\_

**Business Fax #:** \_\_\_\_\_

**Business Address:**

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Web Address:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Seller's Permit #:** \_\_\_\_\_

Number of Dealer's Booths: \_\_\_\_\_

Names to be printed on the two (2) badges provided (for free) per booth:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

How many extra badges do you require? (Additional badges are \$45 each if requested and paid for prior to 3/31/12, and are thereafter \$65. Maximum of two (2) additional badges per booth may be purchased.)

Number of Extra Badges:

On or before 3/31/12 \_\_\_\_ @ \$45.00 = \_\_\_\_\_

After 4/1/12 \_\_\_\_ @ \$65.00 = \_\_\_\_\_

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

**STOP!**  
**FanimeCon Staff will fill everything below**

Cash: \$ \_\_\_\_\_ [ # \$100   # \$50   # \$20   # \$10   # \$5   # \$1 ]

Check #: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

Booth Rate: \_\_\_\_\_ Total Costs: \$ \_\_\_\_\_

# of Booths: \_\_\_\_\_ Booth Assignment(s): \_\_\_\_\_

FanimeCon Dealers  
Room Authorization: \_\_\_\_\_  
Print and Sign

FanimeCon Finance  
Authorization: \_\_\_\_\_  
Print and Sign