

MOTOR CITY COMIC CON

DEALER CONTRACT

MAY 16 - 18, 2008

1. BOOTH SPACE

- A. The Motor City Comic Con (MCCC) will provide one 8'x 2' table with each standard booth or two 8'x 2' tables with each corner and island booth and two chairs with each booth. All booths are 10' x 10' with an 8' high curtained backdrop and 3' high curtained side rails.
- B. The MCCC provides the above equipment with each booth. All additional equipment and furnishings are the responsibility of the Dealer. You may provide your own furnishings or you may rent them from NEC Expo Services, the official convention decorator.
- C. Electrical and phone services will be exclusively provided by Show PowerPlus. Dealer is responsible for all charges incurred.
- D. Dealer will keep booth areas clean and is responsible for any damage. Dealer agrees to leave their area "broom clean" at the close of the con.
- E. The MCCC reserves the right to change booth locations at the promoters discretion.

2. DISPLAY REGULATIONS

- A. No exhibit may block or interfere with any neighboring exhibit.
- B. No exhibit may have a wall over 4 feet high on any aisle. All display fixtures over 4 feet high must be positioned at least 3 feet off of the aisle to avoid blocking the line of sight of neighboring exhibits. Island booths excluded.
- C. Dealers must police their own booths to be sure that noise levels from sound systems is kept to a minimum and does not interfere with others. The MCCC reserves the right to determine at what point sound constitutes interference with others and must be discontinued.
- D. Character and compliance of exhibits is subject to the approval of the MCCC and all decisions regarding the display of material shall rest solely with the MCCC.
- E. Any Damage caused to the building or booth furnishings by the Dealer is the sole responsibility of the Dealer.
- F. No smoking or alcohol is allowed in the exhibit hall at any time.
- G. Dealer agrees to remain set up for all open hours of the Con. No early breakdown is allowed without the prior consent of MCCC.

3. PAYMENT FOR SPACE and SUBLETTING

- A. Dealer understands the payment policy and agrees to pay the fees as listed on the Dealer Booth Request Form.
- B. Refunds for booth fees may be requested until April 21, 2008. After that refunds will only be available if the show is sold out.
- C. Refunds will not be available due to Force Majeure (see section 7).
- D. Subletting of booth space is not allowed.
- E. Sharing of booth space is not allowed without the express **written permission** of the Motor City Comic Con. In the case of more than one dealer sharing one booth; the person whose name appears on this contract assumes full responsibility for that booth, as specified here. The MCCC must be notified, at the time of booth reservation, of dealers intending to share space.

4. MERCHANDISE FOR SALE

- A. Dealer agrees that all merchandise for sale is legal and licensed. Dealers selling unlicensed or "bootleg" merchandise, including t-shirts, photographs, video tapes etc., may be ejected from the convention with no refund of booth fees.
- B. Adult Material
 - 1. Dealer agrees not to sell or distribute any adult material to minors.
 - 2. All Adults Only material must be either behind the table or, if displayed on a table or display rack, bagged or covered so that minors may not open it. Any adult material depicting nudity must be "blinded" (i.e. the nudity or sexual conduct must be covered).
 - 3. Adult video tapes and magazines **are not** allowed to be openly displayed. They must be kept behind the tables. A sign may be posted to let customers know that you carry that merchandise.

5. SECURITY

- A. MCCC agrees to provide overnight security, from 9:00pm Thursday-9:00am Friday, 7:00pm Friday-8:30am Saturday and 6:00pm Saturday-8:30am Sunday.
- B. Motor City Conventions Inc., Motor City Comics Inc., and the Rock Financial Showplace are not responsible for any theft or loss. (See section 7).
- C. Dealer is responsible for their own security during show hours.

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6. SALES TAX

- A. Dealers are responsible for collecting Michigan Sales Tax (6%).
- B. Dealers not holding a State of Michigan sales tax license agree to file a Concessionaire's Sales Tax Return within 3 days after the end of the con. We will provide you with this form.
- C. Dealer understands that failure to file a Concessionaire's Sales Tax Return may result in a tax assessment against you by the Revenue Commissioner.

7. LIABILITY and FORCE MAJEURE

- A. The Dealer agrees to protect, keep, and save Motor City Conventions Inc., the promoter of the event, forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance or regulation by the Dealer, his employees or agents, as well as failure to comply with the terms and agreements of this contract. Further, Dealers shall at all times protect, indemnify, save, and keep harmless Motor City Conventions Inc. against and from any loss, cost, damage, liability, or expense which arises out of or from or by reason of any act or omission of the Dealer, his employees, or agents.
- B. In the event that the Rock Financial Showplace or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, or another such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, labor disputes, riot, or agency which the MCCC has no control, or should the MCCC decide that because of any such cause it is necessary to cancel, postpone, or re-site the show, or reduce installation time, exhibit time, or move out time, the MCCC shall not be liable to indemnify or reimburse the Dealer in respect of any damage or loss, direct or indirect, arising as a result thereof.

8. AMENDMENTS: The MCCC shall have the full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary and proper.

9. The foregoing represents the agreement between the undersigned Dealer and Motor City Conventions Inc., the promoters of the Motor City Comic Con, for the convention on May 15-18, 2008.

Company Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone # () _____ Fax # () _____

I understand and agree to the terms of this contract.

Signature _____ Date _____

Title _____