

# AMAZING COMIC CON 2024

## EXHIBITOR AGREEMENT

### 1. Definition of Terms

The term "Event" means the Amazing Comic Con (ACC), scheduled to be held at the Hawaii Convention Center, on February 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup>, 2024. This event is organized and produced by Amazing Comic Conventions, and in this Agreement is referred to as "Organizer". The term "Exhibitor" shall refer to all companies, businesses, entities, or people, including, but not limited to, publishers, vendors, creators, artists, and related persons and companies, all of whom shall enter this Agreement with the Organizers.

### 2. Event

Exhibitor and Organizer enter into this Agreement as it pertains to the Event. Organizer agrees to provide Exhibitor with the designated space for Exhibitor's goods or services, and Exhibitor agrees to pay Organizer for that designated space. Exhibitor and Organizer agree to comply with the terms and conditions of this Agreement.

Organizer makes no representations, expressed or implied, regarding the number of persons who will attend the Event, the participation of special guests, or regarding other matters. All special guests are booked on a "good faith" basis and based upon the representations of the subject guest. Organizer does not guarantee the appearance of any special guests to the Event.

### 3. Event and Exhibit Facility Hours

The Exhibit Facility will be available to Exhibitor during the hours set forth. Exhibitor agrees to be present and open for business, and may not leave the space unattended during Exhibit hours. Exhibitor may not break down or dismantle display or booth until the event is officially closed by the Organizer. Organizer assumes no liability for any loss or damage to Exhibitor's property after/before Exhibit hours.

Exhibitor agrees and understands that it will be provided with a designated number of wristbands for each space, booth, and/or booth rented. These wristbands are required to be worn by Exhibitor and Exhibitor's staff for the entirety of the three-day event. No replacement wristbands will be provided. Additional wristbands are available for purchase for \$25. Wristbands must be worn by Exhibitors in order to gain entrance into the Exhibit Facility for the Event during the hours of operation.

## Hours of Operation

Event hours for general public

*Friday, February 23rd, 2024: 3:00 p.m. - 8:00 p.m.*

*Saturday, February 24th, 2024: 10:00 a.m. - 7:00 p.m.*

*Sunday February 25th, 2024: 10:00 a.m. - 6:00 p.m.*

\*VIPs are granted early access each day, approximately 30 minutes prior to the general public

Exhibitor-only access to Event

*Thursday, February 22nd, 2024: 12:00 p.m. – 7:00 p.m.*

*Friday, February 23rd, 2024: 7:00 a.m. - 2:00 p.m.; 8:00 p.m. - 8:20 p.m.*

*Saturday, February 24th, 2024: 8:30 a.m. - 10:00 a.m.; 7:00 p.m. - 7:20 p.m.*

*Sunday, February 25th, 2024: 8:30 a.m. - 10:00 a.m.; 6:00 p.m. -10:00 p.m.*

### **4. Exhibit Facility**

Exhibitors must comply with all rules as posted at the Exhibit Facility as directed by the Hawaii Convention Center, as well as those contained herein.

Organizer will provide security for the event from February 22nd, 2024 at 7:00 p.m. through February 25, 2024, at 7:00 p.m. Even though there will be security staff at the Exhibit Facility, the Organizer **HIGHLY** recommends that any cash or valuable materials be removed from the Exhibit Facility at the end of each business day. The Organizer also recommends that Exhibitor takes special care in placement of cash and valuable merchandise at the Exhibit Facility. Neither Organizer nor the Hawaii Convention Center will be liable for any theft, loss, or damage. Exhibitor is fully responsible for any and all damages to the property owned by the Hawaii Convention Center and ACC, its owners and management, that may result from any act of the Exhibitor. Exhibitor shall promptly pay for any and all damage to the Exhibit Facility or associated facilities, booth equipment, or the property of others caused by Exhibitor.

### **5. Qualifications of Exhibitor**

Organizer, in its sole discretion, shall have the right to determine whether a prospective Exhibitor is eligible to participate in the event. Applicants may be required to submit a description of the nature of their business and the items intended to be exhibited. Organizer reserves the right to restrict or remove any exhibit which Organizer, in its sole discretion, believes is objectionable or inappropriate. No adult materials (as defined by

Honolulu Municipal Code) may be displayed or sold without prior written permission of Organizer. Organizer reserves the right to restrict or remove any Exhibitor who does not comply with federal, state, and local laws, including copyright materials, bootleg materials, and/or pirated materials. Organizer reserves the right to remove or restrict any Exhibitor for any reason within the scope of this provision.

## **6. Exhibit Space**

Exhibitor space is assigned at the sole discretion by Organizer for the Event. Organizer reserves the right to change and adjust floor plan or to move Exhibitor to another location prior to the Event if Organizer determines that to do so is in the best interest of the Event.

Hours and dates for move-in, installation, occupying, dismantle and move-out shall be those expressly specified by the Organizer as set forth herein. Exhibitor may not dismantle/break down display until the event is officially closed by Organizer.

If Exhibitor fails to move in and install within two hours of show opening and Exhibitor's space is unattended, Organizer reserves the right to take possession of space. Exhibitors who abandon their event space are not entitled to a refund.

Exhibitors may not assign their space to third parties without prior written approval from Organizer. Similarly, subletting, or sharing an Artist Alley table, Publisher Press booth, or Exhibitor space is prohibited without the written consent of Organizer. In the case where permission is granted, where multiple parties share space, the person whose name appears on the Agreement assumes full responsibility for that space as specified in terms of the Agreement. Organizer must be notified at the time of the application of intention to share space.

## **7. Adult Material**

Exhibitor agrees that no adult material will be sold to or handled by any persons under the age of 18. Exhibitor has read and understands Hawaii Revised Statutes and all federal, state, and local ordinances regarding display, transport, and sale of all such materials, and is solely responsible for compliance with the laws and regulations thereunder. All adult material must be either behind the table(s), or if displayed on a table or display rack, bagged and covered so that minors may not open it. Any adult materials depicting nudity must be covered. Adult videos, ads, magazines, books, artwork are not to be displayed openly. A sign is highly recommended to notify customers that Exhibitor carries such items.

## **8. Copyrighted Materials**

Exhibitors shall not play or permit playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fee, payments to the appropriate parties, as required by federal state, and local laws. Under no circumstances shall Exhibitor display or sell grey market goods, otherwise known as bootleg, pirated, or counterfeit merchandise. Possession or sale of

these materials is at the Exhibitor's own risk and subject to removal from the Event Facility. To the extent such removal occurs, the Exhibitor will not be entitled to any refund relating to the rental of the exhibit space.

## **9. Weapons**

Exhibitor agrees that no weapons will be sold to or handled by any persons under the age of 18. Exhibitor has read and understands Hawaii Revised Statutes and all federal, state, and local ordinances regarding the transport, display, and sale of all weapons, and is solely responsible for compliance with the laws and regulations thereunder. No firearms are allowed.

## **10. Displays: Use of Aisles and Common Areas**

Distribution of samples and printed matter of any kind, and any promotional material is restricted to the Exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in Organizer's sole discretion. The aisles, hallways, and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertisements, will be permitted in any of these spaces except with the written permission of Organizer. Uniformed attendants, models, and other employees must stay within the booths occupied by the Exhibitor.

## **11. Fire and Safety Laws**

Federal, state, and local Laws must be strictly observed. Fire extinguishers, fire hose cabinets, fire exits, or fire alarms cannot be blocked or covered. Any decorations must be fire retardant. Boxes, packages, displays, storage bins, and other materials must be removed from the aisles. All areas will be instructed periodically. Storage of material at the booth or artist alley space is allowed within your designated space. No smoking is allowed at the Event or within any of the Event Facility designated for the Event. Please refer to signage throughout the Hawaii Convention Center for designated smoking areas.

## **12. Sound/Noise**

The use of devices for mechanical reproduction of sound or music is permitted but must be controlled to a minimum, projected only within the Exhibitor's booth, and may not interfere with others. Organizer reserves the right to determine the sound level, and Exhibitor shall comply with any requests by Organizer to discontinue any such sound or music.

## **13. Food & Beverages**

Exhibitors may not serve or provide food or beverage in the exhibit space as per Event Facility policy. No alcoholic beverages are allowed at the Event or within any of the Event Facility designated for the Event. Please refer to signage throughout the Hawaii Convention Center for areas in which alcoholic beverages may be consumed.

## **14. Exhibitor Cancellation**

Exhibitors who cancel their request for exhibit space on or before October 1, 2023 will be granted a full refund, less \$50 processing fee. Exhibitors who cancel their request for space from October 2, 2023 through October 16, 2023 may be eligible for a 50% refund. Any cancellations after October 17, 2023 are not eligible for refund.

### **15. Cancellation of Event or Cancellation by Organizer**

Organizer reserves the right to refuse Exhibitor permission to move in and set-up if Exhibitor has an unpaid balance owed to Organizer. All sums owed and due for participation in the Event must be paid on or before January 15, 2024.

In the event the Hawaii Convention Center becomes 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 acts of God, governmental intervention, malicious damage, acts of war, strike, labor disputes, riots, or agency which Organizer has no control, or should Organizer decide 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, Organizer is not liable to indemnify or reimburse the Exhibitor in any respect for any damage or loss, direct or indirect, arising as a result of thereof.

In the event that any of the acts outlined in the previous paragraph occur, Organizer reserves the right to cancel, re-name or re-locate the Event or change the dates that it is held. If the Organizer changes the name of the Event, relocates to another facility within the same city, or changes the dates of the Event within sixty (60) days of an event listed in the paragraph above, no refund will be due to Exhibitor.

### **16. License and Promotional Materials**

By Exhibitor's participation in the Event, Exhibitor expressly grants to Organizer the right of a perpetual non-exclusive license to use, display, and reproduce 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 ACC Promo materials. Organizer shall not be liable for any error in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that Organizer may also take photographs of Exhibitor's booth space, exhibit, and personnel during, before, or after the open hour of the Event and use such photographs for any ACC Purposes.

### **17. Taxes and Licenses**

Exhibitor shall attain any licenses, permits, approvals, under federal, state, or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

## **18. 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 limit union labor work rules. A copy of the rules and regulations of the Exhibit Facility are available upon request from the Organizer. The rules and regulations of the Exhibit Facility are incorporated into this Agreement by reference.

## **19. Additional Terms and Conditions**

Organizer has sole control over attendance policies. Except as provided to the contrary herein, all monies paid by Exhibitor shall be deemed non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. Any amendment or modification to this Agreement must be in writing and signed by authorized representative of the Organizer.

## **20. Risks and Release**

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event including, but not limited to all risks of theft, loss, harm, damage, or injury to the business, property, profits of the Exhibitor, or person (including death). The cause can be negligence, intentional act, accident, act of God, or other. Exhibitor has the sole responsibility for its property, or any theft, damage, or loss of property. Neither Organizer nor the Exhibit Facility shall be liable for any theft, loss, harm, damage, or injury to the business, property, profits, or person. Exhibitor hereby fully and forever releases and discharges Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, partners, affiliates, employees, agents, representatives, and representation, and successors of each of them, from all claims, actions, causes of actions, demands, cross-claims, counter claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, legal fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise, which either may now have or have had or which may hereafter accrue individually, collectively, or otherwise in connection with, relating to or arising out of Exhibitors' participation or presence in the Event. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this Agreement it will discover facts or will incur or suffer claims that were unknown or unsuspected at the time this Agreement was executed, which if known by it at the time may have materially affected its decision to execute this Agreement. Exhibitor acknowledges and agrees that by reason of this Agreement, and the releases contained in this section, it is assuming any risk of such unknown facts and such unknown and unsuspected claims and agrees to proceed and enter into this Agreement and participate accordingly.

## **21. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EXHIBIT FACILITY BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS WHETHER OR

NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZER'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO ACC BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS AGREEMENT.

## **22. Indemnification**

Exhibitor shall indemnify, defend (with legal counsel satisfactory to Organizer in its sole discretion) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses costs, legal fees and expenses, which result or arise from, or in connection with (a) Exhibitor's presence at the event; (b) any breach by Exhibitor of any agreement, promises, or other obligations of this Agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of the this Agreement; (d) any violation or infringement of any law or ordinance or the rights of any party under any patent, copyright, or trademark; (e) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, or other. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

## **23. Governing Law**

This Agreement is governed by the laws of the State of Hawaii. Exhibitor agrees that the courts located in the State of Hawaii shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this contact. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Honolulu, Hawaii.

## **24. Rights of Offset; Reinforcement**

In the event Exhibitor is indebted to Organizer, whether or not such indebtedness arises from this or any other agreement, Organizer shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Exhibitor to such other indebtedness. In the event legal action is filed by the Organizer to enforce the terms and provisions of the Agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

## **25. Severability**

In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall be enforceable to fullest extent of the law.

## **26. Additional Terms and Conditions**

Any and all matters pertaining to the Event and not specifically covered by the terms and

conditions of this Agreement shall be subject to the determination by Organizer in its sole discretion. Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke these at any time, upon reasonable notice to Exhibitor. Any such rules and regulations are an integral part of this Agreement and are incorporated herein by reference and shall have the full force and effect as such rules and regulations are fully set forth herein. Any such modifications shall be in writing and signed by both parties. Exhibitor shall observe and abide by additional regulations made by the Organizer as soon as these additional rules or regulations are communicated to Exhibitor. This Agreement, including any modifications, states the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements of the parties.

## **27. Status of Parties**

The parties shall be considered to be independent contractors and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.

## **28. Acceptance**

The signatures at the end of this Agreement are binding when counter signed with the Organizer. This Agreement may be executed in counter-parts, and an electronic and/or facsimile signature shall be deemed to sufficiently bind the parties.



**I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND UNDERSTAND AND AGREE TO THEM.**

Date: \_\_\_\_\_

Exhibitor Name: \_\_\_\_\_

Exhibitor Signature: \_\_\_\_\_

Exhibitor Name as you would like it presented in program (If different than exhibitor name): \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Number of Artist Alley Tables Purchased \_\_\_\_\_

Number of Exhibitor Booths Purchased \_\_\_\_\_

Provide a detailed description of items sold:

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**\*All lines above must be filled out completely to process your application.  
INFORMATION BELOW IS FOR ACC USE ONLY.**



Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Amazing Comic Conventions