

## MONSTER-MANIA CON GREATER PHILADELPHIA EXPO CENTER OAKS, PA

<b>Load-in:</b> Friday, November 11 from 8am-3pm	<b>Load out:</b> Sunday, November 13 from 5pm - 10pm
<b>Exhibitor Entry on Conventions Days:</b> Friday @ 8am, Saturday & Sunday @ 8:30am	
All Exhibitors must be <u>completely</u> setup by 4pm on Friday (11/11) and remain setup until 5pm on Sunday (11/13).	

**In-line space rental includes a 8'x8' piped and draped area, one 6ft skirted table, and two chairs.**

**End space rental includes the same area and equipment as an in-line space rental, but within an end space with an additional 6ft table available upon request, at an additional charge.**

All Exhibitors may provide, at their own cost, additional tables and chairs for their space **(everything must fit within the confines of your space rental).**

Two badges or wristbands are issued for each of the first two spaces you rent and one for each subsequent space. Additional badges or wristbands may be purchased at a discounted rate at load-in. Those badges cannot be greater in number than the badges that come with your space rental(s) [see terms and conditions section 3-a.]. **Warning: You may not give or sell your badges to any outside parties. Doing so is a direct violation of your contract. Exhibitor badges are only for Exhibitors working at MONSTER-MANIA CON.**

Electricity is **not included** in your space rental. Electricity is only available on the exhibitor floor. Electricity must be ordered at the time you submit your application. **WE WILL NOT PROVIDE ELECTRICITY TO THOSE WHO DO NOT ORDER IT WHEN SUBMITTING THEIR APPLICATION.** If you forget to order electricity you will have to try and make arrangements with the venue and pay whatever fee they might charge. We cannot guarantee they will accommodate you. It is at their discretion.

### GENERAL TERMS AND CONDITIONS

#### **1. EXHIBITOR'S UNDERSTANDING AND CONSENT**

- a. By submitting an application to be an Exhibitor, also known as Vendor, Artist, or Writer, at MONSTER-MANIA CON (to be referred to as MMC!), you, your employees, your business, and all business associates and others which may attend MMC on your behalf (collectively "Exhibitor" or "You"), should your application be accepted, agree to all terms, conditions, rules, and regulations set forth by MMC.
- b. Exhibitor understands and agrees that MMC and its representatives, at its sole discretion, may alter the terms, conditions, rules, and regulations of any and all agreements, with or without prior notice, and that said alterations will supersede any and all terms and agreements made prior to said alterations.
- c. Exhibitor understands and agrees that MMC will make every effort to resolve any dispute between Exhibitor and MMC and that any and all resolutions MMC provides are final.

#### **2. EXHIBITOR SPACE**

- a. MMC will provide each vendor exhibitor space: pipe and drape, one 6ft table (end booths may request an additional 6ft table for a fee), and two chairs. Artist and writer exhibitor space is provided with one 6ft table and two chairs.

- b. Any and all additional equipment and furnishings for your space are the responsibility of Exhibitor.
- c. Electricity may be ordered for an additional charge. You are responsible for bringing UL listed power strips and UL listed extension cords with an amperage rating of no less than 10 amps per cord.
- d. MMC and its representatives reserve the right to change or alter Exhibitor locations at their sole discretion with or without prior notice.
- e. Subletting of space is not permitted.

### **3. EXHIBITOR BADGES AND IDENTIFICATION**

- a. Exhibitors will be issued two exhibitor badges and/or wristbands for each of the first two spaces rented and one badge and/or wristband with each additional space rented. Additional badges and/or wristbands may be purchased at a discounted rate, however, Exhibitor may only purchase additional badges and/or wristbands up to the allotted amount the space comes with. Example: Exhibitor rents two exhibitor spaces and receives four badges and/or wristbands with the spaces. Exhibitor may purchase up to four additional exhibitor badges and/or wristbands, but no more.
- b. No day passes shall be issued for Exhibitors. We highly encourage you to bring only workers who can work all three days.
- c. Children 9 and under are admitted free of charge and may attend your booth with no additional fee. Children 9 and under must be attended at all times. Children 10 and over require a weekend or exhibitor pass.
- d. Exhibitors and their staff must check in each morning (including children) at the designated check-in station. Valid identification (described as a driver's license, state ID card, military ID, or passport) and exhibitor badge and/or wristband may be requested at exhibitor check-in each morning and anytime for any reason. Failure to provide identification at MMC's request will result in Exhibitor staff not being permitted onto, or removed from, the exhibitor areas. [Children under the age of 16 will be exempt to the ID requirement. Children under 16 must be checked in by their parent.]
- e. You agree that any and all badges and/or wristbands issued to you remain the property of MMC and that all badges and corresponding privileges can be revoked at anytime. Upon revocation, Exhibitor agrees to return all badges and/or wristbands.
- f. You understand that any and all badges and/or wristbands, including, but not limited to, exhibitor badges and/or wristbands, are to be issued to a single individual and are non-transferable. Any attempt to transfer a badge and/or wristband will result in that badge being revoked and repossessed, at which point the offending parties will be asked to leave the premises. No replacement badge and/or wristband will be issued in its place.
- g. Exhibitor agrees that you may only pickup exhibitor badges and/or wristbands during load-in on Friday. No exhibitor passes will be issued or distributed after this time.
- h. Exhibitor agrees that additional passes will only be available for purchase online or during exhibitor load-in.
- i. Exhibitor badges and/or wristbands will also allow access to all convention areas that standard badge holders have access to. In the case of limited availability of space in any area of the convention other than the exhibitor areas, you agree that standard and VIP badge holders will be given priority over Exhibitor pass holders and MMC makes no guarantees about space, guest, panel, etc. availability throughout the convention.

### **4. LOAD-IN AND LOAD-OUT**

- a. Exhibitor agrees that load-in times will be scheduled by MMC, are not negotiable, and that Exhibitor and its representatives will be on time for load-in. Failure to arrive in a timely manner

may result in your load-in being delayed or prohibited. No refunds will be issued based on Exhibitor's failure to load-in during the allotted time.

b. Exhibitor will be notified of their scheduled load-in time through email correspondence, no less than seven (7) days in advance. Please note locations are subject to change without notice.

c. Exhibitor understands that there will be a limited amount of time to load-in and set-up on Friday before the convention opens.

d. Exhibitor agrees to have completed set-up, in its entirety, no later than 30 minutes before the convention opens to badge holders each and every day of the convention.

e. Exhibitor agrees to have all exhibitor spaces open and operational from open to close every day of the convention, including, but not limited to, the final day of the convention. No early break down, departure, or load-out is permitted.

f. Exhibitor understands that there will be a set amount of time to load-out on the final convention day and agree to remove all of Exhibitor's product, belongings, and set-up within the allotted time.

g. Failure to comply may result in additional costs from the host facility charged directly to the Exhibitor.

## **5. DISPLAY RULES AND REGULATIONS**

a. Exhibitors may make use of audio and/or visual equipment.

b. Exhibitor agrees to not display or output any offensive images or sound. MMC and its representatives reserve the right to determine what is offensive and at their sole discretion direct that offensive material is removed.

c. Exhibitor agrees to play any audio at a reasonable noise level. MMC and its representatives reserve the right to determine what is a reasonable level and may at any time direct Exhibitor to reduce the audio levels or stop audio output all together.

d. Exhibitor understands that their exhibitor space or final exhibitor space setup may not block or interfere with any other space, booth, exhibit, or aisle. All of final exhibitor space setup must remain inside of the dimensions of the space rented.

e. Exhibitor agrees that any damage Exhibitor, Exhibitor's staff, and/or your representatives cause to the host facilities and/ or their equipment is Exhibitor's sole responsibility and that Exhibitor will be held liable for repairs and replacement by the host facility and that MMC will, at their request, provide them with your contact information in order for them to settle any claims or disputes with you directly.

## **6. MERCHANDISE FOR SALE**

a. Exhibitor understands that no weapons are permitted to be sold during the event.

b. Exhibitor agrees not to sell any adult material to minors.

c. All adult materials must be displayed behind tables, unless they are boxed, bagged, or otherwise sealed and cannot be opened.

d. Any adult material containing nudity or images of a graphic and sexual nature must be covered and displayed in accordance with all state and local laws.

e. Exhibitor agrees that all merchandise/items you sell and/or bring onto the premises of the host facility and MMC are legal and licensed. No illegal or unlicensed items are allowed.

f. If a publisher, artist, copyright holder, or other finds that their property is being sold unlicensed by any exhibitor at the convention or elsewhere and said publisher, artist, copyright holder, or other presses charges with the authorities, then that exhibitor will be removed from the convention premises immediately. No refunds will be issued.

g. Exhibitor agrees not to display, play, permit the display or playing of, performance of, or distribution of any copyrighted material unless you have acquired all the necessary rights and

approvals and have paid all necessary royalties, fees, and other payments required to gain permission to use said material.

## **7. EXCLUSIVE/BRANDED MERCHANDISE FOR SALE**

- a. Exhibitor agrees that the sale of any item branded with MMC's intellectual property, logos, images, type, slogans, etc., requires the completion and approval of licensing and permission application.
- b. Exhibitor understands that it is at MMC's sole discretion as to who is approved to sell MMC branded merchandise and at what quantities.
- c. Exhibitor understands that selling MMC branded merchandise requires approval from, and a contract with, MONSTER-MANIA CON and Exhibitor agrees to have at their booth and to present a copy of the contract if asked.
- d. Exhibitor understands that selling, displaying, or providing free of charge, any MMC branded items or materials without expressed written consent from MONSTER-MANIA CON is in direct violation of MMC's rights and that violators will be prosecuted to the fullest extent of the law.

## **8. SECURITY**

- a. MMC, at its cost, will provide overnight security at the main host facility.
- b. Exhibitor agrees that Exhibitor is responsible for the security and safety of your own merchandise and/or product during load-in, load-out, and convention hours.
- c. Exhibitor understands and agrees that MMC, its representatives, partners, or host facilities are not responsible for any property that is lost, stolen or damaged.

## **9. TAXES AND LICENSES**

- a. If Exhibitor is granted permission to sell taxable goods or services at MMC, Exhibitor agrees that you are a registered dealer with the Pennsylvania Department of Revenue or will be no later than the Friday of load-in for MMC and must provide proof of registration if asked.
- b. Exhibitor agrees to obtain any and all permits, licenses, identification numbers, and/or approvals under local, state, or federal law, at Exhibitor's sole expense, that are applicable to your activities at MMC.
- c. Exhibitor understands and agrees that Exhibitor is responsible to pay to any government authority any and all taxes, use fees, license fees, penalties, levies, or charges due that may be incurred by Exhibitor's activities at the convention.

## **10. STATEMENT OF VALUES**

- a. Any Exhibitor that has been approved to do business at MMC is expected to conduct themselves in a manner that conforms with our Statement of Values before, during, and after the convention. The Statement of Values can be found on the MMC website ([www.philadelphiacomiccon.com](http://www.philadelphiacomiccon.com)).
- b. Any Exhibitor that MMC deems to be have acted in a manner which is contradictory of our Statement of Values will have their privileges as an exhibitor at MMC revoked. You agree and understand that no refunds will be issued.

## **11. LIABILITY AND FORCE MAJEURE**

- a. Under no circumstances shall MONSTER-MANIA CON be liable for any lost profits or any incidental, indirect, special, consequential, or punitive 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 MMC's maximum liability under any circumstances exceed the amount actually paid to MMC by the Exhibitor for exhibitor space rental pursuant to this contract. MMC makes no

representations or warranties, express or implied, regarding the number of persons who will attend MMC or regarding any other matter.

b. You agree to save, keep, protect and hold harmless MONSTER-MANIA CON from any damage(s) or charge(s) imposed for violations of any regulation or ordinance by Exhibitor and Exhibitor's employees or agents, or from Exhibitor's failure to comply with the terms and agreements of this contract. Furthermore, Exhibitor shall at all times protect, indemnify, save, and keep harmless MMC against and from any liability, expense, loss, or cost damage which arises out of or from or by reason of any act or omission of Exhibitor, Exhibitor's employees, or agents.

c. MMC makes no guarantees, representations, or warranties about the location of any exhibitor space, the number of attendees during convention hours or any other time, and/or who any other exhibitors may be and/or what they may sell or offer to convention attendees.

d. The scheduling of MMC is subject to change due to events beyond the control of MONSTER-MANIA CON or its staff.

e. Exhibitor agrees to indemnify and/or hold MONSTER-MANIA CON harmless for any and all injuries that occur within Exhibitor's rented space, or for injuries that are caused by the actions of Exhibitor, Exhibitor's employees, Exhibitor's representatives, and/or Exhibitor's other associates, not limited to, but including friends and family. Exhibitors must comply with all local, state, and federal laws.

## **12. The Greater Philadelphia Expo Center (GPEC) - THE HOST FACILITY – POLICIES, OPERATIONAL STANDARDS, RULES AND REGULATIONS**

a. The Space shall not be used for sleeping or lodging purposes or, except for authorized concessions, be used for cooking without venue's prior, express written consent.

b. All vehicles and material handling equipment supplied by or for use in the Premises shall be equipped with wheels, which do not mark or mar the floor surface.

c. No vehicles or other equipment or displays that exceed the Hall floor load shall be brought or placed in the Building.

d. Exhibitors and their invitees shall promptly and courteously comply with the directions of any security personnel employed or used by Licensor or local authorities.

e. No advertisements, signs, handbills or other visual media devices shall be placed outside of, or attached to, the exterior or interior of the Building without prior express written consent. No handbill or the like shall be placed on the windshields or any cars, wherever located within the Greater Philadelphia Expo Center (GPEC), before, during or after any Event. No handbills or other promotional material shall be distributed in areas other than the exhibitor area, without consent. Exhibitor will remove, at Exhibitors expense, any unauthorized signs that violate this rule.

f. Any tape or other adhesive materials used for marking the floor must be approved by GPCC. Exhibitor will be billed at a rate of \$50 per hour for the removal of any such material left on the floor after the Event has ended.

g. Admission of the public to the Event shall only be allowed through designated entrances and corridors.

h. Vehicles not otherwise permitted in the Hall as part of the Event or the Move- In or Move- Out and animals shall not be allowed in the hall, except with GPCC prior, express, written consent.

i. Exhibitor shall not obstruct or interfere with other tenants, occupants and users of or visitors to the building wherein the the Hall is located.

j. In the interest of public safety, MMC/GPEC may modify any terms or conditions of the Agreement or these Rules and Regulations, and all exhibitors shall comply with such modification.

- k. Gambling is prohibited.
- l. Parking is permitted only in designated parking areas.
- m. Smoking is not permitted in the hall. MMC/GPEC has the right to take whatever action is necessary to preserve a smoke-free environment.
- n. Carts or dollies with steel wheels are not permitted in carpeted areas.
- o. Loading and unloading are permitted only in designated loading areas. No loading is to take place at main entrances to Building nor carried through lobby.
- p. Helium or other lighter- than- air inflated balloons are not permitted inside the Hall, without express written consent of MMC/GPEC. Removal of balloons in the Hall will be billed to Exhibitor at the rate of \$50.00 per hour.
- q. Any equipment or articles of exhibitor's remaining past the expirations of the Load-Out Period may be considered abandoned and may be disposed of at cost to the owner of such equipment/articles. Items will not be stored for pick-up.
- r. The Greater Philadelphia Expo Center will not accept freight shipments of any kind. All shipments should be made directly to appropriate drayage contractor. - MMC utilizes Paul's Transfer Co., Inc. for drayage; they can be contacted at 908-859- 4443 for a quote should you require drayage services.
- s. Crates cannot be stored on exhibition floor at any time during event period.
- t. **Food or beverage items may not be sold or given away at exhibitor booths without express written approval of MMC/ GPEC.**
- u. Food or beverages may not be brought or consumed in facility, unless purchased at an on-site concession stand or lounge or with express written consent of GPEC.
- v. Alcoholic beverages may not be brought or consumed in facility, unless purchased at an on-site concession stand or lounge. Beverages must be removed from facility or will be subject to confiscation.
- w. Propane and other fuels may not be utilized in facility unless approved by the Township Fire Marshall.
- x. No pets are permitted in the Hall, with the exception of service animals, without express written consent of MMC/GPEC.
- y. No Exhibitor may block or interfere with aisles.

### **13. FAILURE TO COMPLY AND RECITALS**

- a. Exhibitor agrees and understands that failure to comply with any or all of the Terms and Conditions set forth in this agreement or any or all requests made of Exhibitor, Exhibitor's staff, and/or Exhibitor's representatives by MMC and its representatives constitutes a breach of contract between Exhibitor and MMC and could result in Exhibitor's immediate removal from the convention. No refunds will be issued under these circumstances and Exhibitor forfeits any and all appeals and arbitrations that may have been available to Exhibitor.
- b. Exhibitor acknowledges that these Terms and Conditions are intended to be as broad and inclusive as permitted by law and that if any portion of these Terms and Conditions is held invalid or otherwise unenforceable, the validity and enforceability of all remaining provisions, terms, and conditions shall not be impaired.
- c. Exhibitor has carefully read these Terms and Conditions and fully understands the contents. Exhibitor voluntarily agrees with the Terms and Conditions. Exhibitor acknowledges that the terms and conditions set forth herein are contractual on fully enforceable and not a mere recital.