

Sample Exhibitor's Contract

From Worldcon Runners' Guide

Sample Exhibitor's Contract

GenericCon Exhibitor's Agreement

This agreement for exhibit space at the 1999 World Science Fiction Convention (popularly known as GenericCon, and referred to herein as the Convention or the Exhibition), which will become an agreement between the Exhibitor and SFSFSF, Inc. (hereinafter referred to as "Sponsor") upon written acceptance, is based on the terms set forth below, and the rates, rules, and regulations of Standlee Center in Chico.

1. EXHIBIT SPACE RENTAL FEE

The fee for a 10x10 booth area in the Commercial Exhibits area is \$500 (U.S.) This includes two memberships to the convention that will allow access to all convention activities (except Hugo voting and voting in selection of future Worldcon sites) and up to four (4) hall passes, which will only allow access to the exhibit hall. Additional memberships may be purchased at the then-prevailing rate. Additional hall passes may be purchased for \$50 each.

Chairs, tables, draping, electricity, etc., will be provided via Mongo's Exhibit Services. Rates will be Mongo's Exhibit Service's standard charges.

2. EXHIBIT LOCATION

All Commercial Exhibits' exhibits will be located in Hall Q of Standlee Center, along with other exhibits of a commercial nature. This is a high-traffic area, which convention attendees must pass through to reach other points of interest at the convention.

3. EXHIBIT HOURS

The exhibit hall will open for exhibitors only each morning at 9:30.

The exhibit hall will be open for convention membership from 10 am-8 pm from Thursday, September 2 through Sunday September 5, and from 10 am-4 pm on Monday, September 7.

4. NATURE OF EXHIBITS

All exhibits in the Commercial Exhibits area must be technology oriented in some way, shape, or form.

5. SALES AT EXHIBITS

In the Commercial Exhibits area, sales may be conducted, but only for orders to be shipped after the convention, i.e., merchandise is not to be exchanged in the convention hall. The primary purpose of this area is to display technology.

California State Sales Tax must be collected and reported on. Sales tax rate in San Francisco County is 8.25%. If exhibitors who will be making sales do not already have appropriate forms filed with the State of California, a temporary Seller's Permit must be obtained.

6. EXHIBIT SPACE EQUIPMENT AND SERVICE INFORMATION

Exhibitor agrees to be bound by the rules and regulations as may be established from time to time by Sponsor or set forth in Standlee Center's exhibitor's rules.

7. SETUP AND TEARDOWN

Setup takes place in Standlee Center on Wednesday, September 1, 1999. The convention hall will be open from 10 am-8 pm on Thursday, September 2 through Sunday, September 5, and from 10 am to 4 pm on Monday, September 6.

If Exhibitor does not remove exhibit materials at 4 pm on Monday, September 6, the hall will be open (to exhibitors only) on Tuesday, September 7 from 7:30 am to 11 pm for teardown.

8. CANCELLATION

In the event that the exhibitor cancels part or all of the exhibit space, the Exhibitor shall pay a cancellation fee equal to the full cancelled exhibit space rental fee. All payments made to Sponsor shall be deemed fully earned and non-refundable when made in expenses incurred by Sponsor and Sponsor's lost or deferred opportunity to provide exhibit space for others.

If the exhibit space is not occupied by 3 pm on September 1, 1999, Exhibitor shall be deemed to have cancelled the exhibit space contracted for, and the Sponsor shall have the right to use such space as it deems appropriate.

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.

All exhibit construction shall conform with all local, state, and national standards for safety. Sponsor reserves the right to restrict exhibits which, because of noise, method of operation, materials, or for any other reason become objectionable, and also to prohibit or remove any exhibit which, in the opinion of the Sponsor, may detract from the general character of the Exhibition as a whole, or consists of products or services which are inconsistent with the character of the exhibition. 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.

No animals may be offered or used as part of an exhibit.

10. TAXES AND LICENSES

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.

11. EXHIBIT SAFETY

The 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 owner and manager of the exhibition facility, 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 Exhibition.

12. LIABILITY

Neither the Sponsor, nor its agents and representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor or 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, riots, 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 exhibit hall from responsibility or liability resulting directly or indirectly from such acts or omissions.

13. SECURITY AND INSURANCE

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 exhibit hall. Exhibitor agrees to waive its rights of subrogation against Sponsor, its officers, directors, and employees.

14. LIABILITY INSURANCE

Exhibitor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million (U.S.) of comprehensive general liability insurance, including the so-called "broad form endorsement."

15. CARE OF BUILDING AND EQUIPMENT

Exhibitors or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment in the exhibit spaces. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

All materials used in decoration must be flame-proofed.

Electric wiring must conform with the National Electric Code Safety Rules and all other applicable rules, regulations, fire laws, electrical codes, and other laws of the city in which the exhibition is located, and of any other government authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct, and disassembly of the exhibit.

Combustible materials or explosives are not permitted inside the exhibit hall.

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

16. 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 an authorized officer of the Sponsor.

For GenericCon: _____

For Exhibitor: _____

Exhibitor Name:

Address:

Phone:

Fax:

Copyright © 2002 | Worldcon Runners' Guide
(<http://www.noreascon.org/users/sfrovers/u1/wcrg/index.html>) | Table of Contents
(<http://www.noreascon.org/users/sfrovers/u1/wcrg/toc.html>) | crg@sfrovers.org
(<mailto:crg@sfrovers.org>)

"World Science Fiction Society", "WSFS", "World Science Fiction Convention", "Worldcon", "NASFiC", and "Hugo Award" are service marks of the World Science Fiction Society (<http://www.wsfs.org/>), an unincorporated literary society.

Retrieved from "http://wcrg.conrunner.net/wiki/index.php?title=Sample_Exhibitor%27s_Contract"
Category: Eighth Edition

- This page was last modified on 12 July 2009, at 00:31.