



EXHIBITOR AGREEMENT

General Terms & Conditions

A. Booth Space

1. MegaCon will provide three (3) exhibitor badges, one (1) 8' skirted table, two (2) chairs, company sign, and one (1) wastebasket with each booth space (corner locations will receive an additional eight foot table).
2. All additional equipment and furnishings are the responsibility of the Exhibitor. You may provide your own furnishings or rent them from the decorator.
3. Electrical and phone services can be ordered through the Orange County Convention Center. Exhibitors are responsible for their own services. Please remember to order in a timely manner if you wish to receive the OCCC incentive rate. Ordering of phone and electrical needs are not the responsibility of MegaCon.
4. MegaCon reserves the right to change booth locations at the promoters discretion.
5. Please keep in mind that some of the large islands may be split into smaller booths.

B. Payment for Space

1. Exhibitor understands the payment policy and agrees to pay as per the terms of the application.
2. There will be a \$30.00 fee for checks returned unpaid.
3. MegaCon requires a **40% deposit** to hold a booth until the payment deadline of **November 10th**.
4. All booth space paid by November 10th (Winter show only) will receive an additional \$50 per booth discount.
5. Badges are for the use of individuals exhibiting at the show and may not be **sold** or used for other purposes.
6. Exhibitor Badges may be used for panels during showroom hours, but **Megacon wristbands will be required for any after showroom hour events**.

C. Display Regulations

1. Exhibitors must be sure that all noise levels from sound systems are kept to a minimum. MegaCon reserves the right to determine at what point that noise level constitutes interference with others and must be discontinued.
2. No exhibit may block or interfere with other exhibits or with the aisle space.
3. Any damage caused to the building or its furnishings by the Exhibitor are the sole responsibility of the Exhibitor.
4. Exhibitor agrees to remain set up during all exhibit hours. No early breakdown of exhibits are allowed without the prior consent of the show promoters.
5. **Exhibitors must stay within the boundaries of their exhibit space. Do not block aisle walkways.**

D. Merchandise for Sale

1. Exhibitor agrees not to sell any adult material to minors. This includes the sale of weapons.
2. All adult materials 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.
3. Any adult material containing nudity must be covered with accordance of local and state laws.
4. Exhibitor agrees that all merchandise for sale is legal and licensed.
5. **If a publisher finds their property being sold unlicensed by another exhibitor and presses charges against said exhibitor, the exhibitor will be ejected from the convention with no refund of booth space.**
6. **Exhibitors shall not play, permit the playing of, performance of, or distribution of, any copyrighted material at the event unless they have obtained all necessary rights and paid all required royalties, fees or other payments.**

E. Taxes and Licenses

1. Exhibitor shall obtain any licenses, permits, identification numbers, or approvals under federal, state or local law applicable to its activities at the event at its sole expense.
2. Exhibitor is responsible for paying all taxes, license fees, use fees, charges, levies or penalties that become due

to any government authority in connection with its activities at the event.

F. Security

1. MegaCon agrees to pay for overnight security in the main exhibit hall.
2. Exhibitor is responsible for their own security during show hours.
3. MegaCon and General Contractor are not responsible for property that is stolen or damaged.

G. Liability and Force Majeure

1. Under no circumstances shall MegaCon 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 MegaCon's maximum liability under any circumstances exceed the amount actually paid to MegaCon by Exhibitor for exhibit space rental pursuant to this contract. MegaCon makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter.
2. The Exhibitor agrees to protect, keep and save Megacon Conventions, the promoter of the Event, forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance or regulation by the Exhibitor, his employees or agents, as well as failure to comply with the terms and agreements of this contract. Further, Exhibitor shall at all times protect, indemnify, save, and keep harmless MegaCon 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 Exhibitor, his employees, or agents.
3. MegaCon makes no representations or warranties concerning location of Exhibitor's space, number of attendees at the convention or who other Exhibitors may be.
4. The scheduling of the convention is subject to change from events beyond the control of MegaCon.
5. Exhibitor agrees to indemnify and hold harmless MegaCon for any injuries that occur within Exhibitor's space or injuries that are caused by the actions of Exhibitors or its agents. Exhibitors must comply with all state, local, and federal laws.

H. Orange County Convention Center (OCCC) Operational Policies

1. Food and Beverage: Concession food services are provided by the OCCC's Food Service Partner as an exclusive service. Food and beverages, including alcohol, may not be brought into the OCCC.
2. Utilities: The OCCC provides utilities as an exclusive service. Rates and operating policies for electric are outlined on separate order forms. The OCCC's electrical equipment (i.e. extension cords, electrical distribution panels, spotlights, etc.) should not be removed by Exhibitor, service contractors or other personnel.
3. Parking Fees and Facilities: Exhibitors receive daily in/out privileges with a valid parking receipt and Exhibitor badge. Overnight parking on OCCC property is **prohibited**. Recreational vehicles (RV's) may use the OCCC's parking area for parking purposes only. Parking in the loading dock basin or dock ramps is prohibited.
4. Abandoned Property: Any property not removed from the OCCC that has not been claimed within forty-eight (48) hours following the end of the event will be considered abandoned by the Exhibitor. MegaCon's lost and found will be set up at the Information booth, located in the front of Hall C.
5. Freight Deliveries: Freight and C.O.D. deliveries including, but not limited to UPS, FedEx, RPS, GSP, etc., will not be accepted by the OCCC before, during or following MegaCon. Shipments delivered to the OCCC, must be previously arranged and approved by Shepard Exposition Services, Inc. (show decorator).
6. Hazardous Work Areas: During move-in and move-out, exhibition halls, loading docks, truck staging areas and service corridors are considered hazardous work areas. **Children under sixteen (16) years of age are prohibited. *If this rule affects your loading process, please call MegaCon for special arrangements.**
7. Exhibits or Displays: Exhibits or displays, equipment, stock or supplies will not be allowed to enter or leave by way of the front entrances of the OCCC.
8. Exhibitor warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Exhibitors use of the Premises, unless Exhibitor has obtained expressed written permission and license from the copyright or trademark holder. Exhibitor covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Premises. Exhibitor is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Exhibitor will indemnify and hold MegaCon and its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorney's fees) with respect to such copyright or trademark rights.