



VENDOR SPACE CONTRACT

This application for vendor space at Anime Syracuse 2010 Festival (hereinafter referred to as the “Event”), which will become a contract between Anime Syracuse (hereinafter referred to as the “Promoter”) and the signee (hereinafter referred to as the “Vendor”), upon written acceptance, is based on the terms set forth below and the plan of exhibits, rates and rules and regulations as may be established from time to time as set forth in updated and amended information, all of which constitute part of this contract. In any case where the vendor space contract is amended, all other terms and conditions of this agreement remain in full force and effect.

1. **VENDOR SPACE RENTAL FEE:** The rental fee for vendor space will be Sixty Dollars (\$60). These prices are per booth, and include two vendor passes to the Event one six foot table and two chairs. Please note that the prices do not include power drops or Wi-Fi service which may be purchased from the Nicholas J. Pirro Oncenter Convention Center.
2. **PAYMENT:** Please make checks or money orders payable to Anime Syracuse. A receipt in the form of a copy of this contract will confirm the rental of the vendor space. Submit all pages of this contract and payment to the following address:

Anime Syracuse 2010
 Attn: Vendors’ Room
 PO BOX 2146
 Syracuse, NY 13220-2146

3. **Products and/or services to be displays and/or sold (description)**

4. **Vendor Information**

Company Name		Contact Name	
Street Address			
Phone		Fax	
Email		Website	

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5. LOCATION AND PLACEMENT OF BOOTHS: The Event will be held at the Nicholas J Pirro Oncenter Convention Center in 800 South State Street, Syracuse, NY 13202. Vendor space will be located at Ballroom East. Promoter reserves the right to make modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of the Promoter and the Vendors.
6. INSTALLATION AND REMOVAL TIME: Vendors may begin setting up their spaces at **4pm September 10th or 8:30 am September 11th**. All booths must be in place by **11am on September 11th**. All booths must be removed by 9pm **September 11th**.
7. Vendor Room Hours:

DAY	Accessible to Dealers	Open to Attendees
September 10 th , 2010	4pm – 8pm	N/A
September 11 th , 2010	8:30am – 9pm	11am-7pm

Promoter reserves the right to change exhibit hours of the Event as it may deem desirable.

8. CANCELLATION: Vendor shall be responsible for all payments under the terms of this contract whether the Event is cancelled, delayed, relocated, in whole or in part as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind not within the Promoter's control.
9. REFUNDS: Vendor must contact Promoter at least 90 days before the Event date for full refund less a \$15.00 per booth space service fee. Within 60 days of the event only 50% of the amount paid will be refunded, less \$15.00 per booth space service fee. Refunds will be issued 30 days after the Event concludes. No refunds will be issued for cancellations or expulsions during the Event. Promoter is not responsible for any expenses incurred by Vendor while preparing for or vending at the Event.
10. TAXES AND LICENSES: Vendor is responsible for obtaining any and all licenses, permits or approvals required under law applicable to their activity at the Event. Vendor shall be responsible for obtaining any necessary tax identification and paying all taxes, license fees, fines or any charges that may be owed to any governmental entity with respect to Vendor's participation in the Event.
11. INSURANCE: Vendor acknowledges that neither the Promoter, the Nicholas J. Pirro Convention Center, nor The Oncenter maintains insurance covering the Vendor's property and it is the Sole Responsibility of Exhibitor to obtain such insurance.
12. HOLD HARMLESS: Vendor agrees to assume all risk, an to indemnify and hold harmless the Promoter, the Nicholas J. Pirro Convention Center or The Oncenter, it's Owners, their respective officials, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (hereafter

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“the Indemnified Parties”) from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with Promoter’s user of the least premises or arising out of any act or omission of Promoter or any of Promoter’s employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the Indemnified Parties.

13. **RESPONSIBILITY:** Vendor assumes responsibility and agrees to defend the Indemnified Parties from and against any and all claims, demands and defense costs, liability, expense or damages of any kind arising out of or in connection with the Vendor’s or Promoter’s user of the leased premises. Neither Promoter nor the Indemnified Parties will be responsible for any injury, loss or damage that may occur to the Exhibitor, Exhibitor’s employees or property from any cause whatsoever.
14. **LIABILITY:** Anyone visiting, viewing or otherwise participating in Vendor’s exhibit is deemed to be the invitee or licensee of Vendor, rather than the invitee or licensee of Promoter. Promoter shall not be liable for any injury whatsoever to the persons conducting or otherwise participating in the conduct of Exhibitor’s exhibit or to invitees, licensees or guests of Exhibitor. Exhibitor assumes full responsibility for the actions of it’s agents, employees, or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless the Indemnified Parties from responsibility or liability resulting directly or indirectly or jointly, from other causes which arise because of the actions or omissions of it’s agents, employees, or independent contractors.
15. **WARRANTY:** There is no other agreement or warranty between Vendor and Promoter except as set forth in this document. The rights of Promoter under this contract shall not be deemed waived except as specifically states in writing and signed by an authorized officer of Promoter. Any action which Promoter or Exhibitor may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought within Syracuse, NY jurisdiction, and Promoter and Exhibitor hereby waive all defenses concerning personal jurisdiction and/or venue in order to give effect to this provision.
16. **SUBLETTING:** The subletting of exhibit space at the Event without the prior permission or Promoter is prohibited. A violation of this policy may result in the Exhibitor’s expulsion from the Event with no refund of the Vendor Space rental fee.
17. **ADULT MATERIAL:** Vendor may not display material depicting nudity or sexual conduct unless it is blinded (covered) or displayed in such a way that it cannot be viewed or be accessible to minors in any way. Adult materials may not be displayed on the display counter and adults must request to be able to view them. It is the Vendor’s responsibility to verify the age of each individual requesting to view or purchase adult material. Adult materials should be separated from other products. For example, adult books stored in a box should be stored separate from other books stored in similar boxes. No adult material may be sold, given or distributed to any

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minor. Promoter reserves the right to require Vendor to remove items from public display if they are not deemed to appropriate by Promoter. Failure to comply with the requirements set forth in this paragraph may result in the Vendor's expulsion with no refund of the Vendor Space Rental Fee.

18. **HUCKSTERISM:** Vendor agrees to refrain from aggressive hucksterism. This includes, but is not limited to shouting to bring attention to Vendor's wares, use of a public address system to bring attention to Vendor's wares, excessive noise (such as the use of large drums) to bring attention to Vendor's wares, and the wearing of large signboards or costumes to advertise Vendor's wares elsewhere in the in the Vendor's room. Any Vendor found to be engaging in this practice will be asked to cease its continuation. A repeated violation of this policy may result in Vendor expulsion from the Event with no refund of the Vendor Space Rental Fee.

19. **WEAPONS:** For the safety of all festival attendees, volunteers, guests and safety there are restrictions on what can be bought or sold at the Event. Failure to abide by these restrictions may result in expulsion of the Vendor from the Event with no refund of vendor space. Vendor agrees to refrain from selling the following:

- Functional Firearms (including air soft guns, BB guns, cap guns, paintball guns, and pellet guns)
- Realistic replica firearms (including any reproduction, fake or toy guns that can be confused for functional firearms)
- Functional projectile weapons (including blow guns, crossbows, long bows, silly string slingshots, water balloons, and water guns)
- Sharpened metal-bladed weapons (including axes, daggers, hatchets, knives, kunai, shuriken, swords, sword canes, and switch blades)
- Explosives (including firecrackers and fireworks)
- Chemical Weapons (including mace and peppers spray)
- Blunt Weapons (including brass knuckles, clubs and nunchaku)

Metal-bladed weapons can be bought and sold provided they are not sharpened, remain in their sheaths while on display, and are placed in sealed boxes immediately upon purchase. Replica firearms can be bought and sold only if they cannot be mistaken for real weapons. The barrel of all replica firearms must be covered with a brightly-colored cap.

20. **FOOD AND DRINKS:** The Nicholas J Pirro Convention center regulations prohibit the sale of food and drinks by the Vendor, this includes but is not limited to "Pocky" brand snacks and "Ramune" brand soft drinks. Any Vendor found selling food and/or drinks will be asked to

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remove it from the Vendor room. Any Vendor found giving away samples of food and/or drinks without prior permission from Promoter, regardless of compliance with the Nicholas J Pirro Convention Center regulations governing the distribution of samples will be asked to remove it from the Vendor's room. A repeated violation of this policy may result in expulsion from the Event with no refund of Vendor Rental Space Fee.

- 21. **COPYRIGHT LAWS:** The Promoter and Event have a strict no bootleg policy. This includes, but is explicitly not limited to, Son May and Ever Anime music CD's. Any Vendor found selling bootleg material will be asked to remove it from the Vendor's Room by the promoter, entirely at the Promoter's discretion. A repeated violation of this policy may result in expulsion from the Event with no refund of the Vendor Rental Space Fee.
- 22. **VENDOR PRIVACY:** Vendor gives Promoter the right to Vendor's name or image for promotional purposes. Vendor also grants Promoter the right to release Vendor contact information to the public.
- 23. **VENDOR'S AGE:** Promoter will not rent space in the Vendor's Room to any person under the age of 18.

AUTHORIZED SIGNATURE (PLEASE READ, SIGN AND PRINT NAME):

In making this contract I hereby acknowledge that I have read this contract in its entirety and understand the terms and conditions for Vendors at the Event, and hereby agree to be bound and to comply with all terms and conditions set forth above. I further acknowledge that failure to abide by the terms for Vendors at the Event may result in the loss of my Vendor privileges without recourse or refund. I also acknowledge that any violation of the terms and conditions of this contract may result in the permanent and pre-emptive revocation of any Vendor privileges in the future at any event organized by Promoter.

VENDOR		
Date	Signature	Print Name
PROMOTER		
Date	Signature	Print Name