Mid Valley Comic Art Expo Rules and Regulations

Exhibitor Specific

Lahar Promotions LLC, show management, is herein referred to as **LP**. The Mid Valley Comic Art Expo is herein referred to as **Event**. If you are approved to exhibit at the Event, your application shall act as a License to do so as long as the terms and conditions outlined herein and elsewhere are met by the Exhibitor.

- 1. LICENSE ACCEPTANCE: Deposit of your check/payment does not constitute acceptance of this License. This License shall not be binding until accepted and approved by LP. You must receive confirmation from LP that your application has been accepted. LP, at its discretion, shall determine your eligibility to exhibit at the Event and your placement.
- 2. EXHIBITS AND MATERIALS: LP reserves the right to determine the eligibility of any Exhibitor and/or product for display. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Event. No advertising will be allowed beyond the space allotted to Exhibitor, or above the back and side rails of exhibit space unless authorized in writing by LP. Unless you are a paid advertiser, sponsor, or partner with LP, no advertising shall be allowed on the Event floor or on Event grounds including the lobby, parking lots, sidewalks, or other similar spaces controlled by LP. ADULT MATERIALS: Exhibitor agrees not to sell or distribute any adult material to minors. All adult only material must be behind the table or, if displayed on a table or display rack, bagged and covered so minors may not open or view it. Any adult material depicting nudity must be covered up. Adult videos and magazines shall not be displayed openly. Exhibitors are allowed to post a tasteful sign letting customers know you carry merchandise of this type.
- 3. BOOTLEG/COUNTERFEIT MATERIAL: LP does not allow counterfeit or bootleg materials of any kind. Possession or sale of these materials is at your own risk and you agree to indemnify and hold harmless LP and/or its officers and agents from any dispute or legal action arising from the unauthorized use and/or sale of bootleg/counterfeit material(s).
- 4. EXHIBIT BOOTH/TABLE: Exhibitor agrees that its exhibit shall remain from day to day solely by strict compliance with these rules. LP reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor's representatives upon LP's determination that the same is not in accordance with these rules and regulations, or any reason as LP sees fit. Exhibitor agrees to maintain a professional appearing, clean, and orderly booth and to not block any isles or fire regulated areas. BOOTH/TABLE, PERSONNEL and ATTIRE: LP reserves the right to determine whether the character and/or attire of booth personnel are acceptable for attendees. Shoes and shirts are required at all times, wearing pants/shorts goes without saying. All exhibitor badges are strictly for use by Exhibitors and their staff only.

- 5. LIMITATION OF LIABILITY: Exhibitor agrees to indemnify and hold harmless LP and the sponsor(s), owner(s), exhibition hall facility, and city and county in which Event is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from any execution of this License and/or occupancy of the space contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. LP shall not be responsible for loss or damage to displays or goods belonging to Exhibitor under any circumstances. All items brought to the Event are displayed at Exhibitor's own risk and should be safeguarded at all times. LP will have staff and volunteers on-site during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of LP to supervise and protect Exhibitor's property within the Event or on Event grounds. Exhibitors may furnish additional guards at their own cost and expense and only with prior approval by LP. Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance. LP may require some Exhibitors to carry additional insurance. Exhibitor agrees that LP shall not be liable in the event of any omission(s) or error(s) in Exhibitor's directory listing(s) or in any promotional material. LP makes no representations or warranties with respect to the number of attendees or the demographic nature of any such attendees. All scheduled guests including celebrities, artists, writers, and others are subject to cancellation and/or change without notice and LP makes no warranties or representations with respect to any guest appearances.
- 6. DEFAULT: If Exhibitor's booth is not occupied by the time set for completion of installation of displays, the space may be possessed by LP for any purpose it may deem fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation, any Event rule or regulation promulgated pursuant to this License, LP may, without notice, terminate this License. In the event of such default, LP may thereupon direct Exhibitor to immediately remove its employees or agents, and all of its articles of merchandise and other personal property from the Event. Your payment will also be forfeited.
- 7. EXHIBIT BOOTH USAGE: Exhibitor shall not sub-license, assign or otherwise permit any person or entity to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor may not permit non-exhibiting companies' representatives to conduct business at or on the exhibit floor, or in its booth without the express written permission of LP. In the case of multiple parties sharing one exhibit space, the name of the person that appears on this contract assumes full responsibility for that space. Exhibitor is not allowed to have any special guest(s) or celebrity guest(s) signings at their exhibit without the express and written permission of LP. LP rulings in its sole discretion shall in all instances be final with regard to use of any exhibit space.

- 8. DAMAGE TO PROPERTY, CLEANING: Exhibitor is liable for any damage caused to building floors, walls or columns, or other property or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, nails, screws, pins, adhesives, or other coating to building columns and floors or to standard booth equipment. Exhibitor will be held accountable for any costs associated with excessive clean-up of their booth at a rate as set forth by the exhibition facility management. No airbrushing, paint spraying or use of other materials requiring ventilation are allowed, no use of any noxious materials allowed.
- 9. SPECIAL SERVICES: Internet as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with all rules and regulations, insurance and other requirements.
- 10. BOOTH REPRESENTATIVES, BOOTH GUESTS: Booth representatives shall at all times wear identification furnished by LP. LP may at any time limit the number of booth representatives. All booths must be staffed during all hours the Event is open, as well as during setup and take-down.
- 11. ELECTRICAL SAFETY: All wiring on any displays or display fixtures must conform to applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Event.
- 12. SAFETY, LIGHTING, FIRE LAWS: All applicable fire and safety laws and regulations shall be strictly observed by Exhibitor. All cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden, including e-cigarettes. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. Do not encroach on any aisles boarding your booth. Fire extinguishers, hose cabinets, fire exits or fire alarms, or any firefighting or fire prevention equipment cannot be blocked or covered. All decorations must be flame retardant or FR rated. They are subject to a random flame test by the Fire Marshal. Acceptable materials will not hold a flame. Materials can be manufacturer certified or may be treated with a flame retardant. Wood less than one-quarter inch thick must be treated. In most cases, floor coverings are the exception; table coverings are accepted if they do not overhang the table by more than 6-inches.

Booth storage is allowed so long as all boxes, cardboard, packing materials, debris and waste are removed prior to the opening of the show. Your booth must be kept clean during the show. Your booth is subject to inspection by LP staff. All items stored at your booth must be kept tight and orderly. All extension cords must be a minimum of 14 gauge, 3 wire and grounded. Ties or cable clamps must be used when running any cord. Lightweight extension cords are strictly not allowed. Power strips are approved for additional outlet plugs (cube tabs are not allowed and power strips cannot be linked together). All cords, strips, and plugs must have UL labeling and all lighting must be UL

labeled and must be used consistent with design. All exhibit space is subject to random inspection and relocation by the Fire Marshal.

- 13. RESOLUTION OF DISPUTES, AMENDMENT TO RULES: In the event of a dispute or disagreement between Exhibitor and an official contractor, or between two or more exhibitors, all interpretations of the rules governing the Event, actions, or decisions concerning any dispute or disagreement by LP intended to resolve the dispute or disagreement shall be binding on Exhibitor and shall be final. Any matters not specifically covered by this license shall be subject solely to the decision of LP and LP shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.
- 14. CARE AND REMOVAL OF EXHIBITS: LP will maintain the cleanliness of all aisles. At its own expense, Exhibitor must keep exhibits clean and in good order. All exhibits must remain fully intact until the Event has officially concluded. Tearing down or disturbing an exhibit prior to any official closing hour(s) of Event can result in a refusal by LP to accept exhibit space applications for subsequent Events. Exhibits must be removed from the building by the time specified. In the event Exhibitor fails to remove its exhibit in the allotted time, LP reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of LP 's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to LP.

All Attendees and Exhibitors

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15. COSPLAY GUIDELINES: Cosplay is not only allowed, but encouraged. But there are a few rules. The Event is a family friendly convention. All costumes must adhere to family standards. Shoes must be worn at all times. All cosplays must follow "swimsuit" etiquette. Cosplay with nothing except liquid latex / body paint and pasties used as a covering will not be allowed. All props must follow Oregon State Fairgrounds rules. (No real weaponry, metal props, guns, or anything that appears to pose a threat.) LP and Event security reserves the right to check and reject any prop. No projectiles (including glitter, blood, business cards or anything not attached to your physical body). ALL WEAPONS must be inspected, approved and tagged by Security prior to being carried or displayed in public areas. All horror FX makeups may not include oozing, dripping, or sticky substances that could run off on merchandise or cause a hazard to others on the floor. General Reminder To All Attendees: "Cosplay is not consent. Do Not Touch other attendees (and their costumes) without their permission."

Failure to adhere to any of these rules can result in you being asked to leave the event. Security reserves the right to remove any person(s) for failure to comply.

16. SOUND REGULATION, MUSIC AND VIDEO: Exhibitor acknowledges that any live or recorded performances of music or video(s) by or on behalf of Exhibitor at the Event must be licensed from the copyright owner or its agent. Exhibitor warrants to LP that it will take full responsibility for obtaining any necessary licenses to play or perform such music or video and agrees to defend, indemnify and hold harmless LP from any damages or expenses incurred by LP due to Exhibitor's use or authorization of use of such music.

Mechanical or electrical devices which produce sound as used by any exhibitor or attendee must be operated so as not to disturb others. LP security reserves the right to determine the placement and acceptable sound level of all such devices, and may determine at what point sound constitutes interference with others and must be discontinued.