



# GENERAL TERMS & CONDITIONS FOR EXHIBITORS

## 1. Requirement and Defined Terms

This policy document governs the terms of your relationship with the event Organizer (Frontiers Nashville) for the duration of any Hypericon event, as described in associated purchase/registration documentation. Exhibitor refers to the individual or company conducting business at event as an official vendor, dealer, exhibitor, or other entity utilizing the form herein as an entry-point to the event. These terms must be signed prior to occupation of space at event.

## 2. Point of Contact with Organizer

The official point of contact and administration for Exhibitors at event will be communicated in advance of the event and any changes to such will be shared as needed. Exhibitors should direct all queries with Organizer through these staff. If the staff is unavailable, Exhibitors should contact appropriate management.

## 3. Copyright Infringement

We expect compliance with all laws regarding intellectual property and reserve the right to ban entire product lines which are known to be forged or bootleg versions of original products and will fully cooperate with the product license holders and their designees, including the sharing of any and all contact information and business details collected during transactions with Organizer, should violations occur. Exhibitors venture into piracy at their own risk, and we do not warranty the authenticity of such products or partner with them in such liability. Upon the discovery or report of such merchandise, we reserve the right to close the area/room until such items are removed or the situation is otherwise rectified, resulting not only in a loss of revenue to the responsible party but to their peers as well. Exhibitors are encouraged to avoid this scenario.

## 4. Sale of Controlled Items

Exhibitors who offer items such as cosmetic or theatrical contacts, piercings or other medically-regulated items are expected to meet all legal/health/safety guidelines related to the sale of these items as defined by relevant agencies, and to comply with any applicable buyer age limitations. Transactions of this nature are exclusively executed under the full and sole responsibility of the vendor of such products.

## 5. Displays & Exhibits

All Displays & Exhibits must conform to all local fire codes and electrical standards. Also, the venue reserves the right of refusal for any and all such installations. No attachment may be made to the venue's walls, ceiling, floors, etc, without prior consent by venue or event staff. Exhibitor assumes all liabilities for damages or violations related to such.

## 6. Smoking & Controlled Substances

Smoking and/or the use of Controlled Substances is prohibited in the venue.

## 7. Audio Displays

Audio displays must be kept at a reasonable and balanced volume. Organizer reserves the right to require volume modifications for any reason, and may prioritize these levels in shared space at their sole discretion.

## 8. Prohibition of For Sale Items

Organizer reserves the right to prohibit the sale or display of any merchandise or service that is determined to be inappropriate or otherwise problematic.

## 9. Weapons & Adult Material

The Exhibitor agrees that no weapon or adult material shall be purchased by or handled by any person below the applicable legal age for that item. All Exhibitors must display appropriate signage, subject to approval by Organizer, listing the requirements for purchase of weapons and adult materials. All weapons purchased must be released from vendor's possession with compliance to published policies for the carrying of such items, including but not limited to peace-tying or immediate storage. Adult materials must not be openly displayed, and a private viewing area must be provided by the Exhibitor for any transactions involving the sale of adult materials. Exhibitors assume all liability for compliance with applicable laws governing these items.

## 10. Venue

Event will be held at a widely-promoted venue with which Organizer has contracted applicable space. All Exhibitors must comply with all venue guidelines. Should there be any change of venue the resulting space will be comparable to the best of our ability and no refunds will be issued on this basis.

## 11. Collection / Payment of Taxes

All Exhibitors accept full responsibility for the collection and payment of any local, state, and/or federal taxes.

## 12. Operating Licenses

All Exhibitors are responsible for any operating licenses that may be required by local, state, or federal authorities, as well as any required by manufacturers of products represented.

## 13. Contract & Resellers License

All Exhibitors must have a signed copy of this contract and a copy of any applicable reseller's license on file with Organizer. No Exhibitor may sell or display merchandise without copies of these forms on file with Organizer. Exhibitors are encouraged and requested to keep copies of these forms on site.

## 14. Refund Policy

If refund requests are received, the refund percentage will be determined by date as indicated below. Organizer reserves the sole right to determine the disposition of canceled space. Exhibitor spaces may not be resold, transferred, sub-let or assigned by the Exhibitor to any other entity. Consult Organizer if a replacement has been arranged. We reserve the right to refuse such replacements without recourse. Refund Percentage of Total Amount Paid to Date: Prior to 180 Days 75% - 180-46 Days, 50% - Within 45 days, NO REFUND.

## 15. Force Majeure

Organizer shall not be liable for failure to perform its obligations due to a force majeure event (power loss, rain, snow, hurricane, terrorism or threat of terrorism, etc.) or any cause beyond our immediate control that disrupts the convention. No monies will be refunded if such an event occurs. Cancellation outside of force majeure will result in refund on a schedule of our own discretion.

## 16. Security & Insurance

All Exhibitors are fully and solely responsible for their property while on site before, during and after event. Exhibitors are recommended to obtain adequate insurance to cover this reality. We will make every effort to assist in the curtailing of shoplifting when possible.

## 17. Indemnification

Neither the venue, Organizer, nor its agents and representatives will be responsible for any injury, loss, or damage that may occur to the Exhibitor, Exhibitor's associates, or property for any reason.

## 18. Limited Liability

There is no other agreement or warranty between Organizer and the Exhibitor except as set forth in this document. The rights of Organizer under this contract shall not be deemed waived except as specified in writing by the directors of the event. The Exhibitor agrees that any action which may arise based upon or related to this contract shall be first referred to mediation with legal action as a last resort.

## Authorized Signature

In my presence and conduction of business at the listed event, I hereby acknowledge that I have read, understood, and agreed to the attached terms and hereby agree to be bound by and comply with the rules & regulations therein. I further acknowledge that failure to abide may result in the loss of my Exhibitor privileges without recourse or refund. Only documented and countersigned concessions and terms shall apply. No verbal agreements will be honored.

Exhibitor Signature / Date

Exhibitor Name / Title

Organizer Signature / Date

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