

EXHIBITORS

2023 Terms and Conditions

SHOW HOURS - *subject to change*

- **FRIDAY, FEBRUARY 24th** - 12pm to 7pm
- **SATURDAY, FEBRUARY 25TH** - 10am to 6pm
- **SUNDAY, FEBRUARY 26TH** - 11pm to 5pm

SET UP HOURS

- **THURSDAY, FEBRUARY 24TH** - Times will be provided upon Application Approval.

PRICING

- **ARTIST/CRAFTER SPACE \$265** - Includes a 10x10 exhibitor space, (1) 8' skirted table, (2) chairs, (1) 10x10 pipe & drape, (1) waste basket, and (2) Exhibitor Badges. *Corner locations are provided upon request and availability (first come, first serve basis).
- **EXHIBITOR (INLINE) SPACE \$365** - Includes a 10x10 exhibitor space, (1) 8' skirted table, (2) chairs, (1) 10x10 pipe & drape, (1) waste basket, and (2) Exhibitor Badges.
- **EXHIBITOR (CORNER) SPACE \$465** - Includes a 10x10 exhibitor space, (1) 8' skirted table, (2) chairs, (1) 10x10 pipe & drape, (1) waste basket, and (2) Exhibitor Badges.
- **PROMOTIONAL SPACE starting at \$565**

Please note that electricity is not included with the purchase of Exhibit Space.

EXHIBITOR POLICIES

CANCELLATION POLICY: Exhibitors who cancel exhibit space more than 90 days prior to the opening day of the event will be refunded their purchase price minus a \$50.00 Cancellation Fee. Exhibitors who cancel exhibit space less than 90 days prior to the opening day of the event, but more than 60 days prior to the opening day of the event, will be refunded 50% of total purchase price. There will be no refunds for cancellations made less than 60 days prior to the opening day of the event.

TEXAS SALES TAX: It is required by Texas Law that all sellers have an active Texas Sales Tax Permit. Your Texas Sales Tax I.D. number must be provided to Anime Corpus Christi upon reservation of Exhibitor Space. If your Texas Sales Tax Permit is inactive you are required to update it prior to selling at the event. Texas law requires an 8.25% sales tax be charged on purchases made inside the state.

BOOTLEG POLICY: Our No-Bootleg Policy will be in effect during the event. Under no circumstances shall exhibitors display or sell fake, marketed goods, otherwise known as "bootleg", "pirated" or "counterfeit" merchandise. Possession or sale of unauthorized materials is at the exhibitor's own risk. Items found to be in violation will be removed from display for sale immediately, and the Exhibitor will not be allowed at future events.

BOOTH/TABLE PLACEMENT: Please be aware that assignment is at the discretion of Anime Corpus Christi. We reserve the right to change the layout at any time prior to the event.

EXTRA EXHIBITOR BADGES: Your first Exhibit Space includes 2 Exhibitor Badges. Each space after that includes 1. Additional Exhibitor Badges may be purchased during check in for \$25 each. Additional Exhibitor Badges will be limited.

ELECTRICITY Electricity can be purchased from the venue for \$65 if purchased in advance. Please use the Electrical Work Order Form to purchase your electricity in advance. Electricity can also be purchased during Set Up hours for \$75.

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FOOD VENDORS: Food/drink vendors are subject to the approval of the American Bank Center and are subject to additional fees paid to the venue in addition to the standard exhibition space fees paid to the Event. All applications will be shared with the General Manager of Hospitality for consideration.

SUB-LEASING/TRANSFERS: Exhibitors may not transfer, gift or sublet all or any portion of exhibit space. Everyone must apply individually and be approved in order to exhibit.

EXHIBITOR DISPLAY GUIDELINES:

- All exhibits must be free standing. Use of tape, adhesive products, nails, tacks, pins, etc. on any surface in the facility is not allowed.
- All displays must be designed and installed in a sturdy manner for the safety of exhibitors and attendees. Ensure that any and all displays are able to support the weight of the product being displayed.
- Displays must not extend into neighboring booths or aisle ways, including any vertical space above them.
- All displays must be contained within your designated space, including feet/bases of display units, support brackets, extension poles, etc.
- Displays are subject to Anime Corpus Christi staff discretion. If your display does not adhere to these policies you will be asked to rearrange your display.
- Sound (music/presentation, etc.) must be maintained at a level that is not disruptive to neighboring exhibitors or attendees. If we receive complaints or deem sound level objectionable, Exhibitors will be notified and required to lower volume or cease use of sound.
- No adult materials may be displayed or sold. Any displayed artwork or items must be kept to a PG-13 rating.
- Fire hose cabinets, fire pull stations, aisle ways and exits may not be blocked or obstructed.
- Open flames, toxic or hazardous material are not permitted in the facility.
- Helium balloons, glitter, candles, confetti, and streamers are not allowed.
- The American Bank Center does not provide storage for crates/containers/freight of any kind.

ARTIST/CRAFTER GUIDELINES:

- Artist/Crafter tables are not to be used to sell retail merchandise of any kind without approval. Any items like T-shirts, pins, apparel, home goods or accessories must only feature original artwork by the Artist.
- All artwork displayed needs to be the work of a creator who is present at the table; or with written permission explicitly granted by the Artist for our specific event location and dates.
- Displays must not extend into neighboring booths or aisle ways, including any vertical space above them.

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ANIME CORPUS CHRISTI (ACC) 2023 EXHIBITOR AGREEMENT **1.** The term “Event” refers to Anime CC, currently scheduled for February 24th-26th, 2023 (“Event Dates”) at the American Bank Center (“Exhibit Facility”). As used hereinafter, the term “Organizer” means, collectively, High Tide Events, LLC, and each of its respective officers, directors, employees and assigns. The term “Exhibitor” means, collectively the business entity, or person that applied for exhibit space rental and agreed to enter into this contract and each of its employees, contractors, representatives, and/or invitees, as applicable. **2. Contract Acceptance:** This contract shall become binding and effective when Exhibitor purchases booth space for the Event. **3. Assumption of Risks Exhibitor** expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys’ fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively “Claims”) which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor’s participation and/or presence in the Event. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and 1 unsuspected claims. This release shall constitute a full release in accordance with its terms. **4. Indemnification:** Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to ACC in its sole discretion) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys’ fees and expenses, which result from or arise out of or in connection with (a) Exhibitors’ participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, theft, mysterious

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disappearance or otherwise. Exhibitors shall not settle or compromise any claims against Organizer without Organizer's prior written consent. **5. Limitation of Liability:** Under no circumstances shall Organizer or the Exhibit Facility 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 events shall organizers maximum liability under any circumstance exceed the amount actually paid to ACC by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. **6. Qualifications of Exhibitor ACC,** in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants will be required to submit a description of the nature of their business and the items intended to be exhibited. ACC reserves the right to restrict or remove any exhibit that ACC, in its sole discretion, believes is objectionable or inappropriate. No adult materials may be displayed or sold. **7. Assignment of Space Exhibit:** space shall be assigned by ACC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by the Organizer. ACC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if ACC in its sole discretion determines that to do so is in the best interest of the Event. **8. Cancellation by Exhibitor Exhibitors** who cancel exhibit space more than 90 days prior to the opening day of the Event, will be refunded total due, less \$50.00. Exhibitors who cancel exhibit space less than 90 days prior to the opening day of the 2 Event, but more than 60 days prior to the opening day of the Event, will pay a cancellation fee of 50% of total due. There will be no refunds for cancellations made less than 60 days prior to the opening day of the Event. **9. Cancellation by ACC** - may terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, expressed or implied, on ACC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If ACC removes or restricts an exhibit which ACC considers to be objectionable or inappropriate, no refund will be due to Exhibitor. **10. Cancellation of the Event:** ACC reserves the right to cancel the event or change the dates on which it is held due to circumstances beyond the reasonable control of ACC (such as weather, acts of war, public health crisis including epidemics and pandemics, governmental emergency, labor strike or unavailability of the Exhibit Facility). If ACC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor; provided however, ACC shall assign use of such space to Exhibitor pursuant to the terms of this contract. If ACC elects to cancel the Event other than for reasons previously described in this paragraph, ACC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor. **11. Exhibit Space Occupancy Hours** and dates for installing, occupying and dismantling exhibits shall be those expressly specified by ACC. If Exhibitor fails to install its display in its assigned space by the time the show is scheduled to open or leaves its space unattended during the Exhibit hours,

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ACC shall have the right to take possession of the space. All exhibits must be open for business during the Event hours. Exhibitors may not dismantle the display until the Event is officially closed by ACC. Exhibitors may not assign their display space to third parties without prior written approval from ACC. Electricity is an additional charge paid to the American Bank Center. Vendors are allowed to bring their own backdrop with written permission by ACC. However, these items must not interfere with adjoining vendors. Vendors are responsible for any extension cords or other necessary supplies needed to get electricity to their table from the paid electrical source. Exhibitors are not allowed to get in line for autographs before the event opens.

12. Listings and Promotional Materials by Exhibitor's participation in the Event, Exhibitor expressly grants to ACC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in ACC promotional materials. ACC shall not be liable for any 3 errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that ACC may also take photographs or Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any ACC promotional purpose. **13. Care of Exhibit Facility**: Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. **14. Taxes and Licenses**: Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. **15. Copyrighted Materials**: Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Under no circumstances shall Exhibitors display or sell illegal, market goods, otherwise known as "bootleg", "grey", "pirated" or "counterfeit" merchandise. Possession or sale of unauthorized materials is at the Exhibitor's own risk and subject to removal from the Event or confiscation by the appropriate authorities. Confiscated items will not be returned or compensated for, and refunds on booth rental will not be issued. **16. Observance of Laws**: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act. **17. Additional Terms and Conditions**: Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, ACC in its sole judgment may refuse to consider participation in future events held by Organizer an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of ACC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of ACC, which consent shall be in ACC's sole discretion. **18. Incorporation of Rules and Regulations**: Any and all matters

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pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by ACC in its sole discretion. ACC may adopt rules or regulations from time to time governing such matters and may amend or revoke them 4 at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Guide or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by ACC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Guide and any additional rules or regulations adopted by ACC from time to time) states the entire agreement of the parties with respect to the subject matter hereof. **19. Suitcasing Prohibited:** "Suitcasing" refers to the practice of attending a convention soliciting business from other attendees and exhibitors without permission. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Attendees observed soliciting business in the aisles or other public spaces, or in another company's booth, will be ejected from the Event and may be banned from future events in ACC's sole discretion. **20. Governing Law:** This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Corpus Christi, Texas. **21. Character of Displays:** Displays must not extend into another exhibitor's space or into aisles. If your display does not adhere to these policies you will be asked to rearrange your display. **22. Use of Aisles and Common Areas Distribution:** of samples and printed matter of any kind, and any promotional material must be approved by the Organizer. All exhibits shall display products or services in a tasteful manner as determined in Organizer's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of the Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces. Uniformed attendants, models and other employees must remain within the booths occupied by their employers, and must adhere to dress code guidelines. Equipment must be arranged so that attendees do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. **23. Sound Advertisements:** Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction and from operating such noise-creating devices as bells, horns or 5 megaphones. ACC reserves the right to determine sound interference with others and Exhibitors shall comply with any request by ACC to discontinue any such sound or music. **24. Exhibitor Guide:** Approximately two weeks before the Event, ACC will send an Exhibitor Guide to the primary contact email listed by Exhibitor upon reservation. The Exhibitor Guide will include information integral to participation at the Event, including but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. Additional terms and conditions listed

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in the Exhibitor Guide are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. You hereby agree that all information containing terms and conditions provided to you by ACC shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.