

## **Exhibitor Terms and Agreement Contract**

1. Delta H Con is not responsible for any loss or damage of dealer property. Delta H Con will provide a safety representative during the closed hours of the Dealers' Room. The dealer is completely responsible for his/her own property and should insure all property against loss or damage from any and all causes. All property of the dealer is understood to remain in the dealer's care, custody, and control to and from the dealers' room.
2. NO FOOD SALES are allowed in the Dealers or Artist Alley.
3. Dealers shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal laws applicable to their activities at Delta H Con. Dealers will be responsible for obtaining any tax identification numbers and paying all taxes, licenses fees, or any charges that will come due to any Governmental authority in connection with their activities at Delta H Con. Business owners are required to have a copy of their taxpayer identification with them at the convention. All Dealers will be asked to show the appropriate paperwork when checking in with the convention.
4. Neither Stardust Entertainment LLC., Delta H Con, it's agents, or representatives (heretofore Delta H Con) will be responsible for any injury, loss or damage that may occur to the Dealer, their associates, property, or the persons conducting or otherwise participating in the conduct of the exhibit from any cause whatsoever.
5. The Dealer understands that neither Delta H Con nor the Marriott Westchase (heretofore the Hotel) maintains insurance covering the Dealer's property and it is the sole responsibility of the Dealer to obtain insurance against such injury, loss or damage. Neither the Hotel, Delta H Con, its agents, or representatives will be responsible to pay for any damages to property owned by the Hotel or Delta H Con when the damage results from an act or omission of the Dealer, its agents or representatives.
6. The Dealer agrees to defend, indemnify and hold harmless the Hotel, Delta H Con, it's agents, subsidiaries, affiliates, and representatives from any damages, losses, costs, or expenses arising from, out of or by reason of any accident or bodily injury to employees and business occupancy and use of the Dealers' Room, the Hotel or any part thereof.
7. Delta H Con shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause of any kind whatsoever not within Delta H Con control. Anyone visiting, viewing, or otherwise participating in the Dealer's exhibit, is deemed to be the invitee or licensee of the Dealer, rather than the invitee or licensee of Delta H Con.
8. All Exhibitors are to be registered and approved by authorized Delta H Con representatives to display and sell their products only in the assigned spaces and times. Any attempt to sell products outside of the authorized area will void any agreements between Delta H Con and the Exhibitor.
9. There are no other agreements or warranties between the Dealer and Delta H Con except as set forth in this document. The rights of Delta H Con under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of Stardust Entertainment LLC. Any action which Delta H Con or the Dealer may bring against each other, based upon or in any way relating to this Dealers Contract or its performance, shall be brought in Federal or State court located within the State of Texas. Delta H Con and the Dealer hereby waive all questions of personal jurisdiction or venue in order to give effect of this provision.
10. In the even that a dispute occurs, both parties will make any and every attempt to reconcile such matters including appointing a new representative for attempting to reconcile and compromise such matters. In the event of litigation or arbitration the prevailing party shall be entitled to interest, as specified by law, reasonable attorney fees, and court costs.
11. In the event either party becomes insolvent, or seeks protection, voluntarily or involuntarily, through bankruptcy, or ceases conducting business the other party shall have the immediate right to terminate this Agreement.
12. In no event shall this agreement be considered a joint venture or partnership. Delta H Con and Exhibitor are independent contractors.
13. In the event that any item of this Agreement is ruled to be unenforceable then that item shall be considered to be stricken from this Agreement and the Agreement shall exist without such item.
14. All terms and conditions of this Agreement are between the signed parties and may not be transferred or granted without the prior written permission of the other. Any amendments and additions to this contract must be executed in writing and signed by an authorized party. This Agreement does not extend beyond Delta H Con 2018's Events and Proceedings After nor automatically renew in any way.

## Copyright and Contraband Policy

Delta H Con reserves the right to make additions to this list at any time.

- Delta H Con and its associates will not tolerate the sale of or display of pirated, bootleg or any kind of illegally manufactured or copied merchandise.
- Dealers are to observe all copyright and international trade laws.
- Dealers will be required to remove all merchandise that can be considered illegitimate.
- If sales of any illegitimate merchandise continue, after being told to remove it, that Dealer will be removed from the Dealers' Room and barred from the remainder of the convention without any refund or compensation.
- A list of common bootleg items can be found below:
  - o Bootleg music and video/DVD
  - o Copies made on blank tapes (audio and video) with made up labels
  - o Copies made on CD or DVD with made up labels
  - o Pirated copies of any title that has been released commercially.
  - o Titles taped off the air in Japan
  - o Fan subs
    - Posters, Idol cards, etc. which are obviously reproduced
    - Unlicensed reproductions of any product actually released by an American or Japanese company
  - o Wall scrolls which do not include copyright notices
  - o Korean based Academy Models line of Gundam and other anime related kits

## Weapons

Delta H Con's weapons policy is as follows:

- Projectile weapons are NOT allowed.
- No live bladed items (swords, knives, etc) are allowed. If you sell them they need to be boxed.

Please consult convention security if you have any questions about specific items at [security@DeltaHCon.com](mailto:security@DeltaHCon.com).

Dealers will be required to remove all merchandise not approved by the Director of Dealers Relations. If sales of any unapproved merchandise continues, after being told to remove it, that Dealer will be removed from the Dealers' Room and barred from the remainder of the convention without any refund or compensation.

## Date and Location

Delta H Con will be hosted at the Marriott Westchase during the July 13-15, 2018 weekend. The hotel address and contact information is below.

### Marriott Westchase

2900 Briarpark, Houston, TX, US, 77045

Phone: 713-978-7400

## Ad Dimensions:

A. Full Page (Trim)	8.5 X 11
Safety	.75 minimum
Live Area	8 X 10
B. Half Page – Horizontal	8 X 5.4
C. Half Page – Vertical	3 x 10
Bleed	.125 minimum

Please submit your ad in PDF/X<sub>1a</sub> format only. Please submit a proof as well. If no proof is submitted we cannot be responsible for accuracy of your ad(s) on press.

**All Ads need to be received no later than June 25, 2018**

## Cancellation Deadline:

Cancellations and refunds can be given out with written notice only. We accept postal mail and e-mail notifications. Refunds will be percentage based given the time the notification is received.

- Greater than 90 days: 100% refund
- Between 90 and 31 days: 50% refund
- 30 days or less: No refund