

## Kin-Yoobi Con Dealer/Artist Terms of Agreement and Limit of Liability

**Table Assignment:** The Kin-Yoobi Con lead coordinator assigns all Dealer/Artist tables. The convention will provide an 8' x 8' space which includes one 8' table and two chairs. A non transferable membership is provided per leased table. Exhibitors may not sublet leased table(s). Kin-Yoobi Con reserves the right to change the floor plan.

**Table Configuration:** You may utilize the space on your issued table as you desire. You may not, however, rearrange or configure the table's position. You also may not configure or use the Sdes Alvarado wall surface as a means to anchor any decorations. Do not violate fire code requirements and you must adhere to all fire, safety and building regulations. If you need electricity, it is strongly recommended that you bring a 25' heavy-duty extension cord.

**Contracted Space Clause:** Every effort will be made to insure that the vending/artist table and space offered is as promised. If however, the contracted space has to be relocated or adjusted due to changes made by the convention organization, fire regulations, or hotel management, there shall be no adjustment of the Dealer/Artist fees, neither partial nor whole to make up the perceived loss of working space.

**Merchandise:** All merchandise sold should be in accordance with the State of California and Alameda county laws. Unlicensed or boot-leg merchandise should not be sold. There cannot and will not be any selling or displaying any type of drug paraphernalia.

**Adult Merchandise:** Kin-Yoobi Con is a family event. Adult media and merchandise must be sold within accordance of the laws of both the State of California and Alameda County. Distribution of any adult material to minors is prohibited by law. If you are dealing in adult material, posting signs stating this is required.

**Food Sales:** Exhibits may not distribute or promote the sales of prepared food or alcohol beverage products. Selling factory sealed, pre-packaged Japanese snacks such as Pocky or beef jerky must be approved by Kin-Yoobi Con Lead Coordinator.

**Audio Displays:** Please keep the volume at a reasonable level.

**California State Sales Tax Information:** A valid resale permit or swap meet form must be supplied. If you do not have one, please contact the State Board of Equalization. Additional information about how to obtain a resale permit can be found here, <http://www.boe.ca.gov/sutax/faqseller.htm>

**Weapons Sales:** The selling of any weapons at Kin-Yoobi Con is not permitted. The weapons policy can be viewed here: [http://gzronline.com//kinyoobicon/weapons\\_policy.html](http://gzronline.com//kinyoobicon/weapons_policy.html)

**Security Provisions:** The Dealer/Artist area will be monitored by staff members. You as the Dealer/Artist are solely responsible for your property. As the Dealer you must take precautions with the placement of merchandise and cash drawers to ensure these items are not taken. It is advised that all Dealers/Artists have insurance in case of breakage.

**Guest Appearances:** All guests are booked on a "Good Faith" basis. There is no guarantee that the guest will appear.

**Acts of God Clause:** By reserving a table and registering as a Dealer/Artist of Kin-Yoobi Con, you accept that Kin-Yoobi Con or any of its agents, employees, or officers will not be held responsible for damage, theft or loss of any property, personal or business, left on the premises before, during or after the scheduled show hours. Also, Kin-Yoobi Con cannot be held responsible for weather, fire, flood, or any act of God, or the City and/or County of Alameda, or the State of California or Federal Government of the United States emergency that might close the Convention down before, or during or after the scheduled show hours. You are responsible for any and all damages caused to any person or to Sdes Alvarado itself due to malaise, miscommunication and or poor rental space setup (for example, if you have any items extends beyond your rental space which causes injury to an individual or yourself.) Kin-Yoobi Con nor Sdes Alvarado will be held responsible for any reckless misuse of the facility and facility equipment or property.

**Prize Donations:** Donations are not required, but we will welcome any and all donations for giveaways.

**Limit of Liability**

- A. Exhibitor agrees to indemnify and hold harmless Kin-Yoobi Con and Sdes Alvarado against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with the use of leased premises by Kin-Yoobi Con or arising out of any act or omission of Kin-Yoobi Con, or any of its agents.
- B. The Indemnified Parties are not liable for any loss, injury, damage, or other expense that arises out of any act of omission by the Dealer/Artist. The Indemnified Parties shall not be liable for any injury whatsoever to the person conducting or otherwise participating in the conduct of the rental space or to invitee licensees or guests of the Dealer/Artist.
- C. Anyone visiting, viewing or otherwise participating at the Dealer's/Artist's space is considered to be the invitee or licensee of the Dealer/Artist. The Indemnified Parties shall not be liable for any injury whatsoever to the person conducting or otherwise participating in the conduct of the rental space or to invitee licensees or guests of the Dealer.
- D. In the event that the Sdes Alvarado or any part of the Dealer space therein is unavailable, whether for the entire convention or a portion of the convention, Kin-Yoobi Con and the Sdes Alvarado will not be held liable for any losses.
- E. Kin-Yoobi Con is not responsible for any loss may be due to, including, but not limited to, fire, natural disaster, acts of war or terrorism, act of God, construction, labor dispute, riot, or circumstances outside of Kin-Yoobi Con's control.
- F. Should Kin-Yoobi Con or Sdes Alvarado decide that because of any of the above events it becomes necessary to cancel, postpone, or re-site the show, reduce installation time, exhibit time, or move out time, Kin-Yoobi Con and Sdes Alvarado will not be held liable to the Dealer/Artist for any damages or loss, direct or indirect, arising as a result arising as a result thereof.
- G. The rights of Kin-Yoobi Con under this contract shall not be deemed waived unless specifically stated in writing and signed by an authorized controlling officer.
- H. Any civil action that Kin-Yoobi Con or the Dealer/Artist may bring against each other shall be adjudicated in the applicable Federal or State of California civil court located in the county of Alameda and the City of Newark. Kin-Yoobi Con and the Dealer/Artist hereby waive all questions of jurisdiction and venue in order to give effect to this provision.

**Signing this document means you have read, understand, and will abide by the guidelines stated above.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail Address

Description of item(s) to be sold: \_\_\_\_\_

How did you hear about this convention? \_\_\_\_\_

Total Due: \_\_\_\_\_

\_\_\_\_\_  
Seller Name (Please Print)

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coordinator Approval

\_\_\_\_\_  
Date