

## **SiouxperCon 2020 Exhibitor Agreement**

The undersigned Exhibitor hereby submits this application for exhibit space at SiouxperCon 2020 to SiouxperCon, 501(c)(3) nonprofit corporation, ("Organizer") and hereby acknowledges and agrees to the terms and conditions set forth herein and to such other rules and regulations as may from time to time be established by the Organizer. The Exhibitor further agrees that, upon acceptance by the Organizer of this fully executed application, this application shall become a legally binding contract ("Contract"), enforceable against the Exhibitor in accordance with its terms.

### **1. Location of Convention:**

Sioux Falls Convention  
Center 1201 N. West Avenue  
Sioux Falls, SD 57104 Phone:  
(605) 367-4100

### **2. Dates and times of Convention:**

Friday, September 11th, 2020, 3:00pm -  
8:00pm Saturday, September 12th, 2020,  
11:00am - 8:00pm Sunday, September 13th,  
2020 11:00am - 5:00pm

### **3. Placement of Exhibits:**

Exhibition Hall 2 and 3 of the Sioux Falls Convention  
Center

### **4. Exhibit Space Rental Fee:**

**10'x10' Vendor Booth - \$185.00**

**Artist Alley Table - \$110.00**

Inclusions: 10'x 10' Vendor Booths: Electricity, One (1) 8' Table, Two (2) Chairs, and a Wastebasket. Artist Alley Table: Two (2) Chairs, One (1) 8' Table, and Wastebasket.

Any additional tables required must be brought by the exhibitor or requested directly through the Convention Center.

***All locations are subject to change. The Organizer reserves the right to change Exhibitor placement in the Exhibition Hall as required per all fire and building codes.***

Tables, chairs, skirting, and pipe and drape are available through the Convention Center. Please contact the venue directly to make these requests: Stephanie Ovall  
Director of Event Services Denny Sanford Premier Center  
www.dennysanfordpremiercenter.com Phone: (605) 367-4167 Email:  
Stephanie.ovall@premier-center.com

**5. Payment Terms:**

Payment is due thirty (30) days from the date of the invoice. Please make checks/money orders out to SiouxperCon. A copy of this contract and a receipt will confirm the exhibit space.

**6. Exhibitorship:**

Each Exhibitor shall receive three (3) badges for the first Booth, and one (1) additional badge for each Booth purchased after that. The exhibitor is requested to submit the required number of badges before convention dates. Additional Weekend badges may be obtained at the convention on a need-only basis for \$30.

**7. Installation and Removal Time of Exhibits:**

The Exhibitor may begin set-up at 8:00 am on Friday, September 11. All exhibits must be in place by 3:00pm Friday, September 11th, 2020. All exhibits must be removed by 8:00 pm on Sunday, September 13th, 2020. Exhibitors are responsible for the removal of all materials at the conclusion of the Convention. Materials not removed by this time will be removed by Sponsor and placed into storage and/or shipped at the Exhibitor's expense.

**8. Exhibitors' Hall Hours:**

Setup: Friday, September 11th, 8:00am-3:00pm

Vendor Hours: Friday, September 11th: 3:00 pm to 8:00 pm Saturday,  
September 12th: 9:00 am to 8:00 pm Sunday, September 13th: 9:00 am  
to 5:00 pm

Tear Down: Sunday, September 13th: 5:00  
pm to 7:00 pm

***Organizer reserves the right to change exhibit and setup hours of SiouxperCon 2020, as it may deem necessary.***

**9. Food and Beverage Sales:**

Exhibitors are permitted to sell food and/or beverages with the express consent of the venue and a fee determined by the Convention Center. Please contact the Convention Center at:

Stephanie Ovall, Director of Event Services Denny Sanford Premier  
Center [www.dennysanfordpremiercenter.com](http://www.dennysanfordpremiercenter.com) Phone: (605) 367-4167  
Email: [Stephanie.ovall@premier-center.com](mailto:Stephanie.ovall@premier-center.com)

**10. South Dakota Sales Tax:**

All exhibitors are required to file South Dakota state sales tax. Worksheets will be provided.

**EXHIBITOR CONTRACT TERMS 1. Defined Terms.** The term "Convention" means SiouxperCon Fan Convention. The term "Convention Dates" specifically references the dates during which the 2020 Convention shall be held. The term "Facility" shall refer to the Sioux Falls Convention Center in Sioux Falls, SD. The Convention is organized, produced and operated by SiouxperCon, a South Dakota state and federal nonprofit 501(c)3 corporation. The term "Organizer" shall refer to SiouxperCon, and each of its/their respective officers, directors, agents, affiliates, representatives, employees, volunteers, and assigns, unless the context requires otherwise. The term "Exhibitor" collectively means (a) the company and any other person that applied for rental of exhibit space at the Convention and was accepted by the Organizer in the manner specified below, and (b) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees as applicable. The term "Contract" collectively refers to the fully executed Exhibit Hall Application and Contract. The term "Adult Material" shall include any book, pamphlet, paper, writing, advertisement, circular, print, picture, drawing, video, digital depiction or other representation, figure, or image on or of paper, film, digital media or other material, which contains nudity or sexually explicit images, audio or scenarios; OR any cast, instrument, toy or other article with a sexual or prurient primary intended use, which is inappropriate or legally prohibited for viewing, use and/or consumption by persons under the age of 18. The term "Obscene" shall be defined in accordance with the U.S. Supreme Court's legal definition, "For something to be 'Obscene' it must be shown that the average person, applying contemporary community standards and viewing the material as a whole, would find (1) that the work appeals predominantly to "prurient" interest; (2) that it depicts or describes sexual conduct in a patently offensive way; and (3) that it lacks serious literary, artistic, political or scientific value. An appeal to "prurient" interest is an

appeal to a morbid, degrading and unhealthy interest in sex, as distinguished from a mere candid interest in sex.” **2. Contract Formation.** This document represents the terms of Organizer’s offer to Exhibitor for use of exhibition space at the Convention Facility. The Exhibitor’s signature on this document shall constitute full and voluntary acceptance of the Organizer’s terms. Moreover, by signing this document, the Exhibitor warrants that it has had an opportunity (regardless of whether such opportunity was exercised or not) to review each and every term herein with an attorney of its choosing, has itself read each and every term herein, and understands and accepts each and every term herein. The terms of this document shall constitute a legally binding Contract upon the Organizer’s approval of the Exhibitor’s fully executed and signed application packet and Organizer’s acceptance of applicable fees for the Exhibitor’s rental of the Conventions’ exhibition space. To be sure, Organizer shall not be bound by any terms in this document until the Exhibitor completely and properly executes this document and pays in full the applicable fees to Organizer. **3. Assumption of Risk.** Exhibitor expressly assumes any and all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Convention. Exhibitor has sole responsibility for its property and/or exhibits. Organizer will not be responsible for any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, loading dock or bay, including but not limited to any subrogation claim by its insurer). Neither Organizer nor the Convention Facility shall be responsible or considered a bailee for property delivered by or to Exhibitor even in the event that such delivery passes through the temporary control of Organizer or Convention Facility. **4. Release from Claims.** Neither Organizer nor the Convention Facility shall be liable for, and Exhibitor hereby fully and forever releases and discharges the Organizer and Convention Facility, individually and collectively, and their present and former officers, directors, shareholders, employees, contractors, agents, representatives, and attorneys, and their respective predecessors, assignees, lessees and successors in interest from, all claims, actions, causes of action, demands, cross-claims, counterclaims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys’ fees, expenses, consequential damages, torts, losses and liabilities whatsoever in law or in equity, which may accrue individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor’s participation and/or attendance at the Convention. Exhibitor acknowledges that subsequent to the execution of this Contract, there is a possibility that 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 the Exhibitor at that time may have materially affected its decision to execute this Contract. Exhibitor acknowledges and agrees that by reason of this Contract, Exhibitor is assuming any risk of such unknown facts and such unknown and unsuspected claims. **5. Indemnification.** Exhibitor shall on a concurrent basis, indemnify, defend (with legal counsel satisfactory to Organizer in its sole discretion) and hold Organizer and the Convention 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) Exhibitor’s participation or presence at the Convention, (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 intellectual proprietary right, (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor, (f) harm or injury (including death) to Exhibitor, (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise; and (h) any and all torts whether they are intentional or a result of negligence. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent. **6.**

**Limitation of Liability.** Under no circumstances shall Organizer or the Convention Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any acts or omissions whether or not warned of the possibility of any such lost profits or damages. Under no circumstances shall Organizer's maximum liability ever exceed the amount actually paid to Organizer 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 Convention or regarding any other matters. **7.**

**Qualifications of Exhibitor.** Organizer, in its sole discretion, shall have the right to determine whether a prospective Exhibitor is eligible to participate in the Convention. Organizer may at its discretion require applicants, who have not previously exhibited at a prior Convention or similar event held by the Organizer, to submit a description of the nature of their business and the items they intend to exhibit. Failure to respond to Organizer's request will result in the denial of the application. At any time prior to or during the Convention, Organizer reserves the right to restrict or remove any exhibit, which Organizer in its sole discretion determines to be objectionable, offensive, inappropriate or illegal. Adult or Obscene Material may not be displayed except to those persons eighteen (18) years of age and over. If Organizer removes or restricts an exhibit which Organizer considers to be objectionable, offensive, inappropriate, or illegal, then no refund will be due Exhibitor. A violation of this provision may result in the Exhibitor's immediate expulsion from the Convention without recourse and may also result in additional penalties including but not limited to the suspension of Exhibitor and/or membership privileges for any duration up to a lifetime ban with the duration to be decided by the Organizer in its sole discretion. If Organizer removes or restricts an exhibit which Organizer considers to be objectionable, offensive, inappropriate, or illegal, then no refund will be due Exhibitor for the rental of the exhibit space.

**8. Cancellation by Exhibitor.** Cancellations must be made prior to July 1, 2020, to receive a full refund. Should for any reason an Exhibitor choose to cancel this contract at any time after July 1, 2020, and prior to the conclusion of the Convention, any monies paid as a deposit to secure exhibit space shall be deemed equivalent to the cancellation fee or liquidated damages and shall not be refunded. Organizer reserves the right in its discretion to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. The Organizer may require an Exhibitor requesting a down-size of space to move to a new location. **9. Cancellation by Organizer.** If Exhibitor fails to make a payment required by this Contract as stated, or otherwise materially violates a provision of this Contract, Organizer may immediately terminate this Contract and Exhibitor's participation in the Convention without further notice and without obligation to refund monies previously paid. Organizer also reserves

the right at its discretion to refuse Exhibitor access to Convention if Exhibitor has failed to pay all monies due to Organizer or Facility. Organizer is expressly authorized, but without obligation, expressed or implied, to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph. Organizer may occupy or dispose of such space in any manner it may deem best. To be sure, Exhibitors' vacating of its exhibit space or expulsion from said space will not release Exhibitor from any liability arising thereat. Organizer may also terminate this Contract, effective immediately upon service of written notice of termination on Exhibitor, if Exhibitor breaches any of its obligations under the contract. Such termination shall not create any obligation, expressed or implied, for the Organizer to refund any payments previously made. Nor shall such termination effect to release Exhibitor from any liability arising as a result of or in connection with such breach. **10. Cancellation of Convention.** If Organizer is forced to cancel the Convention due to circumstances beyond Organizer's reasonable control, Organizer shall refund to each Exhibitor any fees already paid for exhibit space, minus a share of Organizer's costs and expenses incurred to date. Such refund shall be considered full satisfaction of Organizer's liabilities to Exhibitor. Exhibitor expressly recognizes Organizer's right to cancel, rename or relocate the Convention or change the Convention Dates. If Organizer changes the name of the Convention, relocates the Convention to another Facility but within Minnehaha County, or changes the Convention Dates, with the new dates not being more than thirty (30) days earlier or thirty (30) days later than the original Convention Dates, then no refund will be due to Exhibitor provided that Organizer designates to Exhibitor a reasonably comparable exhibit space at the new Facility. This Contract's terms and conditions of the Exhibitor's use of the Facility's exhibition space shall also apply to the Exhibitor's use of the exhibition space at the new Facility. If Organizer elects to cancel the Convention for reasons other than previously described in this paragraph, move the Convention outside of Minnehaha County, or change the Conventions Dates outside of the scope discussed above, the Organizer shall refund to each Exhibitor all monies paid to secure exhibition space. Such refund shall be deemed in full accord and satisfaction of any and all claims that the Exhibitor may have against the Organizer for canceling the Convention. **11. Exhibit Space Occupancy and Operation.** Organizer shall expressly specify dates and hours for installing, occupying and dismantling exhibits at the Facility. If Exhibitor fails to install its exhibit in its assigned space prior to the official commencement of the Convention or leaves its space unattended during the Convention hours, Organizer shall have the right to take possession of the space. In such instance, Exhibitor's payment for such space shall be deemed forfeited and Exhibitor shall receive no refund from Organizer. If, per the terms of this paragraph, Organizer takes possession of Exhibitor's exhibit space, Organizer may seize any merchandise located in the exhibit space. Exhibitor expressly recognizes that any bailment thereby created is a gratuitous bailment as it is for the sole benefit of the Exhibitor. All exhibits must be open for business during all official Convention hours. Exhibitors are prohibited from dismantling any display or exhibit until the Convention is officially closed by the Organizer. Exhibitors are also prohibited from selling any merchandise outside of their rented exhibition space. The selling of merchandise outside of the designated exhibition space, but within the Convention Facility, shall be grounds for an offending Exhibitor's immediate expulsion from the Convention. Exhibitor may not share or allow an unregistered business to operate in its space.

Only Exhibitor shall be allowed to operate in the assigned space. Organizer's remedy for booth sharing or allowing another business in Exhibitor's space shall be the same as if Exhibitor failed to install its exhibit in its assigned space and the space shall be forfeited.

**12. Listings and Promotional Materials.** In executing this Contract and by attending the Convention, Exhibitor expressly grants to Organizer a perpetual nonexclusive license, supported by valid consideration, to use, display and reproduce the Exhibitor's name, trade names and product names in any directory (print, electronic or other media) and to use such names in the Organizer's promotional materials. Organizer shall not be liable for any errors in any listing or descriptions, or for omitting any Exhibitor from a directory or any other compilation of informational or promotional material. Exhibitor agrees that Organizer may also record images (in any media format) of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Convention and use such images for any legitimate promotional purpose relating to the Convention.

**13. Care of Convention Facility.** All freight, cargo, merchandise and exhibit material must enter the Facility through the designated loading stations. Throughout the duration of the Convention, Exhibitors are required to collect and remove any garbage, refuse or recyclables in the immediate vicinity of their exhibition space, and deposit them into the designated receptacles. When installing their exhibits, banners, displays and decorations, etc., the Exhibitor shall not nail, tack, staple, tape, glue or otherwise fastened to ceilings, walls, painted surfaces or columns. Exhibitors are also strictly prohibited from punching, drilling or coring holes into the Facility. Exhibitor shall promptly pay for any and all damages, whether intentional or accidental, it causes to the Convention Facility or associated facilities, booths, equipment or the property of other Exhibitors. An Exhibitor's failure to promptly pay for any damage it caused may, at the Organizer's sole discretion, be banned from future Conventions and/or events held by Organizer.

**14. Taxes, Licenses and Insurance.** Exhibitor shall be solely responsible for obtaining any and all applicable licenses, permits and/or approvals under federal, state or local law applicable to its activities at the Convention. Exhibitor shall also obtain any and all necessary tax identification numbers and permits, and be solely responsible for paying all taxes, license fees, usage fees, or other fees, charges, levies or penalties that become due to any governmental authority, or to the Facility, in connection with its activities at the Convention. All Exhibitors are required to submit sales tax forms to the State of South Dakota, irrespective of whether they are vendors originating from in-state or from out-of-state. Exhibitor understands that neither the Organizer nor the Facility will maintain any insurance covering any Exhibitor's property, displays or merchandise, and it is the Exhibitor's sole responsibility to obtain such insurance in amount large enough to cover the combined value of all of the Exhibitor's property, displays and merchandise. Exhibitor shall have and maintain a comprehensive liability policy for the term of the Convention Dates and shall include Organizer as an additional insured on said policy. Upon the Organizer's request, at any time prior to or during the Convention, Exhibitor shall provide a copy of the certificate of said insurance coverage.

**15. Copyrighted and Trademarked Materials.** Exhibitors shall not play or permit the playing, performance, or distribution of any copyrighted material at the Convention unless it has obtained all necessary rights and/or licenses and paid all required royalties, fees or other payments. "Bootlegged" items are strictly prohibited.

**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 Convention Facility including, but not limited to, any union labor work rules. Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits and booth to comply with the Americans with Disabilities Act. **17. Additional Terms and Conditions.** Organizer has sole control over attendance policies. Except as provided to the contrary in this Contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. An Exhibitor who fails or refuses to abide by any of the terms of this Contract and/or any of the accompanying rules and regulations may, at the Organizer's sole discretion, be banned from future Conventions and/or events held by Organizer. Any amendment or modification to this Contract must be in writing and signed by an authorized representative of Organizer. Exhibitor may not assign this contract, or any right herein nor may Exhibitor sublet or assign any portion of its exhibit space without the prior written consent of Organizer. The decision whether to grant such consent shall be in the Organizer's sole discretion. **18. Outside events or Promotions.** Exhibitors may not promote or sell anything that maybe going on outside the Con on which the days of the Con are being held. **19. Incorporation of Rules and Regulations.** Any and all matters pertaining to the Convention and not specifically covered by the terms and conditions of this Contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in the Exhibitor Service 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 is expected to observe and abide by these additional and/or amended rules and regulations. **20. Governing Law.** This Contract is governed by the laws of the State of South Dakota as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of South Dakota 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 Minnehaha County, South Dakota. **21. Character of Displays, Use of Aisles and Common Areas.** Distribution of samples, printed matter of any kind and any promotional material is restricted to within the Exhibitor's rented exhibition space. All Exhibitors shall display products or services in a tasteful manner as determined in the Organizer's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of the Organizer and the Facility, and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of the Organizer. Uniformed attendants, models and other employees must remain within the booths occupied by the Exhibitors. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Any entertainment or moving advertisements outside of an Exhibitor's designated exhibit space is prohibited. **22. Display of Adult and Obscene Material.** At least one hour prior to opening of the Exhibit Facility each day of the Convention, the Organizer will conduct an inspection of all

exhibits and displays to verify that all Adult and Obscene Material is displayed in a manner consistent with the terms of this Contract. For this purpose, all Exhibitors must ensure that any Adult or Obscene Material is displayed away from the view and/or reach of minors. Any Adult or Obscene Material not properly displayed prior to the commencement of the inspection period may not be sold or displayed that day. In its sole discretion, should the Organizer determine that an Exhibitor's display is not in compliance with the terms of this Contract, the Organizer may demand that the Exhibitor alter or remove a display. If the Organizer, in its sole discretion, determines certain Adult or Obscene Material to be patently inappropriate for display or sale at the Convention, the Organizer may demand the immediate removal of such material from the premises of the Convention Facility. Should an Exhibitor defy any request, instruction or demand of the Organizer concerning the display of Adult or Obscene material, or should an Exhibitor add merchandise to, change, expand, or otherwise materially alter a display after the above-mentioned inspection period has concluded, then the Organizer may confiscate the offending articles and dispose of them in any manner it deems appropriate including but not limited to destruction without liability to the Organizer. Furthermore, a violation of this provision may result in the Exhibitor's immediate expulsion from the Convention without recourse and may also result in additional penalties including but not limited to the suspension of Exhibitor and/or membership privileges for any duration up to a lifetime ban with the duration to be decided by the Organizer in its sole discretion. If Organizer removes or restricts an exhibit which Organizer considers to be objectionable, offensive, inappropriate, or illegal, then no refund will be due Exhibitor for the rental of the exhibit space. **23. Sale of Adult and Obscene Material.** As a prerequisite to allowing any attendee to handle, inspect or purchase any Adult or Obscene Material, the Exhibitor must confirm the age of the attendee by requesting legally valid proof of age of majority (18). Legally valid proof of age of majority (18) shall include any valid driver's license, military identification card or similar such identification bearing the cardholder's picture and date of birth. To be sure, the Exhibitor is required to request such proof of age of majority (18) regardless of the attendee's apparent age whether it be eighteen or ninety-five. A violation of this provision may result in the Exhibitor's immediate expulsion from the Convention without recourse and may also result in additional penalties including but not limited to the suspension of Exhibitor and/or membership privileges for any duration up to a lifetime ban with the duration to be decided by the Organizer in its sole discretion. In the event that the Exhibitor is expelled, then no refund will be due Exhibitor for the rental of the exhibit space. **24. Sound Advertisements.** The use of devices for mechanical reproduction of sound or music is permitted but must be reasonable. Exhibitors are specifically prohibited from operating noise-creating devices such as drums, bells, horns, pyrotechnics, loudspeakers or megaphones. The Organization reserves the right to determine sound interference with others and Exhibitor shall comply with any request by the Organization to reduce the volume of or discontinue any sound, music or employment of any noisy or disruptive advertising or sales technique including, but not limited to, barking. **25. Fire and Safety.** Federal, state and city laws, ordinances and administrative codes must be strictly observed by all Exhibitors. **26. Pirated Merchandise.** Pirated or bootlegged merchandise, including but not limited to, unauthorized copies of CDs, DVDs, videogames, plushies, toys or any other copyrighted goods will NOT be permitted for sale or even display under any circumstances. If the Organizer discovers that an Exhibitor is

offering pirated merchandise for sale or for free as a sample or promotional item, then they will be immediately expelled from the Convention Facility and will not be permitted to attend the Convention in any capacity for a period of not less than five (5) years. In the event that the Exhibitor is expelled, then no refund will be due Exhibitor for the rental of the exhibit space. **27. Authorization to Display and Sell Prop Weapons.** At the time of application, any Exhibitor considering the display, exhibition or commercial sale of prop weapons or weapon replicas at the Convention Facility must provide to Organizer a detailed written description of each such weapon or weapon replica along with an explanation as to whether the Exhibitor intends to use such weapon or weapon replica for display, exhibition or commercial purposes. After reviewing said description, the Organizer at its discretion may take one of three actions: 1) Grant provisional authorization for the Exhibitor to display, exhibit or sell only the specifically described

weapons or weapon replicas; 2) Make a written request for additional information regarding the weapons or weapon replicas; 3) Prohibit the Exhibitor from displaying, exhibiting or selling any or all of the specifically described weapons or weapon replicas. Should the Organizer choose to prohibit the display, exhibition or commercial use of any weapon or weapon replica, then the Organizer shall so specifically state to the Exhibitor in writing. Take note, however, that the sale or display of live steel of any kind, or that of projectile weapons of any kind, i.e. crossbows, airsoft pistols and rifles, throwing stars, etc., is strictly prohibited. Live weapons are always strictly prohibited to all persons on Convention grounds. **28. Display of Prop Weapons and Weapons Replicas.** At least one-hour prior to opening of the Exhibit Facility each day of the Convention, the Organizer will conduct an inspection of all exhibits and displays to verify that all weapons or weapon replicas are displayed in a manner consistent with the terms of this Contract. For this purpose, all Exhibitors must ensure that any weapons or weapon replicas are displayed away from the reach of minors. Any weapons or weapon replicas not properly displayed prior to the commencement of the inspection period may not be sold or displayed that day. In its sole discretion, should the Organizer determine that an Exhibitor's display is not in compliance with the terms of this Contract, the Organizer may demand that the Exhibitor alter or remove a display. If the Organizer, in its sole discretion, determines certain weapons or weapon replicas to be too dangerous for display or sale at the Convention, the Organizer may demand the immediate removal of such material from the premises of the Convention Facility. Should an Exhibitor defy any request, instruction or demand of the Organizer concerning the display of weapons or weapon replicas, or should an Exhibitor add merchandise to, change, expand, or otherwise materially alter a display after the above-mentioned inspection period has concluded, then the Organizer may confiscate the offending articles and dispose of them in any manner it deems appropriate including but not limited to destruction. **29. Sale of Prop Weapons and Weapons Replicas.** As a prerequisite to allowing any attendee to handle, inspect or purchase any weapon or weapon replica including unreasonably dangerous bludgeoning instruments, etc., the Exhibitor must confirm the age of the attendee by requesting legally valid proof of age of majority (18). Legally valid proof of age of majority (18) shall include any valid driver's license, military identification card or similar such identification bearing the card holder's picture and date of birth. To be sure, the Exhibitor is required to request such proof of age of majority (18) regardless of the attendee's apparent age whether it be eighteen or ninety-five. In

its sole discretion, the Organizer may expel from the Convention any Exhibitor caught violating this provision. Take note, however, that the sale or display of live steel of any kind, or that of projectile weapons of any kind, i.e. crossbows, airsoft pistols and rifles, throwing stars, etc., is strictly prohibited. **30.** Sale of contact lenses and other state or federally regulated medical devices. In compliance with state and federal regulations the sale of contact lenses (whether for cosmetic or corrective purposes) and other regulated medical devices shall not be permitted without a prescription. Furthermore, the sale of contact lenses and other regulated medical devices which are not authorized by the FDA is also not to be permitted. As per FDA section 501(f)(1)(B) of the Act (21 U.S.C. 351(f)(1)(B)), and section 502(o) of the Act (21 U.S.C. 352(o)).