

Reno Pop Culture Con 2019

Exhibitor Terms & Conditions

DEFINED TERMS: Pop Culture Classroom and the Show Management, is herein referred to as “RPCC.” Reno Pop Culture Con, the show, will herein be referred to as “Event.” Applicant, its company, officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, is herein referred to as “Exhibitor.”

QUALIFICATIONS OF EXHIBITOR: RPCC, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. All applicants may be required to submit a description of the nature of their business and the items intended to be exhibited. RPCC reserves the right to restrict or remove any exhibit which RPCC, in its sole discretion, believes is objectionable or inappropriate.

SALES TAX: Sales tax must be collected on all items sold. RPCC will provide accepted Exhibitors a “one-time sales tax return” closer to the show date. Exhibitors will be required to complete this return and remit it with the sales tax collected back to the RPCC **at the end of the event and before load-out.** RPCC will forward the completed return and your payment to the Nevada Department of Taxation on your behalf. All **checks** should be made payable to the Nevada Department of Taxation. If you sell at more than two events in Nevada during a twelve-month period, you must register with the Department and obtain your own Sales & Use Tax Permit. All permits and certificates must be displayed and visible at Exhibitor’s booth or table at all times. If you require further assistance contact the Department’s Call Center at (866) 962-3707.

CITY OF RENO BUSINESS LICENSE: It is required that Exhibitors carry a City of Reno Business License. If Exhibitors carry their **own** current City of Reno Business License, please upload a copy of the license to the Exhibitor Portal or email it to RenoExhibitors@PopCultureClassroom.org If an Exhibitor does not carry a City of Reno Business License, RPCC will invoice Exhibitors an additional \$25.00 for a **temporary** business license.

CANCELLATION BY EXHIBITOR: Exhibitors who cancel exhibit space more than 90 days prior to the opening day of the Event, will be refunded all monies paid. 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 the total that has been paid. There will be no refunds for cancellations made less than 60 days prior to the opening day of the Event.

CANCELLATION BY EVENT: If RPCC cancels the Event due to circumstances beyond the reasonable control of RPCC (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility) RPCC shall refund each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of RPCC’s liabilities to the Exhibitor.

OCCUPANCY: Exhibitor’s exhibit space **MUST BE OCCUPIED** by 5pm, Thursday November 7, 2019. If the Exhibitor’s exhibit space is not occupied by that time, or the Exhibitor has not made arrangements with RPCC Exhibitor Services department for late arrival, such space may be possessed by RPCC for any purpose it may see fit. All Exhibit Space Representatives must wear identification as provided by RPCC. All exhibit spaces must be staffed by the Exhibitor during all hours the show floor is open. At no time may an exhibitor sell or rent their space to a third-party. If an exhibitor is found to be subletting their space, both the exhibitor who registered for the space and the exhibitor occupying the space will be

evicted from the space and will forfeit any refund. If the exhibit space display does not match what was submitted in the approved Exhibitor application, then the Exhibitor will be evicted from the exhibit space and will forfeit any refund.

PLACEMENT: Exhibit space shall be assigned by RPCC 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 RPCC. RPCC reserves the right to change the floor plan or to move an Exhibitor to another exhibit space location prior to or during the Event if RPCC in its sole discretion determines that to do so is in the best interest of the Event.

ON-SITE EXHIBIT SPACE AVAILABILITY: The use of unsold and abandoned exhibit spaces will be determined by show management. Any Exhibitor who plans to arrive late (see "Occupancy" for details) will need to let show management know of their late arrival or the exhibitor will potentially lose their space.

SECURITY: RPCC will lock the hall entry doors and restrict access to the halls once security has cleared them. RPCC will provide exterior hall security overnight. Regardless of security, any cash or valuables should be removed from the Exhibit Hall at the end of the day. As an extra precaution against theft Exhibitor should take extra care in placement of merchandise and cash boxes. Exhibitor is responsible for its own property, and under no circumstances will RPCC or its personnel be held liable for any loss or damage including but not limited to merchandise, equipment, and/or revenue.

LIABILITY: The Exhibitor is fully responsible for any and all damages to property owned by the Reno-Sparks Convention Center and RPCC which may arise from the Exhibitor's occupancy and use of the venue or any part thereof.

PROOF OF INSURANCE: The Reno-Sparks Convention Center and our insurance provider require that we collect proof of insurance from Exhibitors in booth spaces (*those in tables are not required to carry insurance*).

Booth Insurance requirements for 2019 Reno Pop Culture Con (RPCC):

It is mandatory that all Exhibitors, in booths, carry General Liability with limits no less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate.

Exhibitors should name Pop Culture Classroom (dba Reno Pop Culture Con), the City of Reno and SMG as Additional Insured. (please see the Exhibitor portal for accuracy in filling out the form)

Exhibitors without insurance coverage should obtain a certificate from their own insurance carrier for the single event, or they can purchase the coverage through Pop Culture Classroom's agent, Rainprotection Insurance. Further information regarding purchasing from Pop Culture Classroom's agent is available in the Exhibitor portal section of the Reno Pop Culture Con website.

Reno Pop Culture Con (RPCC) requires that a Certificate of Liability (COL) be provided to RPCC prior to November 8th, 2019. If the Exhibitor fails to provide their Certificate of Liability (COL) the Exhibitor will lose the space reserved. **Please send a copy of your Certificate of Liability (COL) to sales@rainprotection.net**

SOUND/MUSIC ADVERTISEMENTS: Exhibitors are NOT allowed to play any music at any time while on site of the Reno-Sparks Convention Center. The use of devices for mechanical reproduction of sound is

permitted but must be controlled. Sound of any kind must not be projected outside of the exhibit space. Exhibitors are specifically prohibited from operating such noise-creating devices as bells, horns or megaphones. RPCC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by RPCC to discontinue any such sound or music.

CHARACTER OF DISPLAYS: All exhibits shall display products or services in a tasteful manner as determined in RPCC's sole discretion. RPCC is a family friendly show. No nudity, pornography, or hentai.

COPYRIGHT/ PROTECTED MATERIALS: Exhibitors may not sell unlicensed, copyright protected materials of any kind on the show floor. "Fan Art" is allowed on the show floor if it is clear that the work was created by the Artist rather than the license holder. Any copyright material that is traced, photoshopped or "re-drawn" art is not allowed. Any Exhibitor found to be violating these rules will be asked by RPCC to remove all the items in question from view and sale and may be required to forfeit their space with no refund.

BOOTLEG AND KNOCKOFF MERCHANDISE: The buying and selling of unlicensed/bootleg/knockoff merchandise is not acceptable at RPCC. RPCC is not responsible for any merchandise sold by Exhibitors. Possession or sale of suspected unlicensed/bootleg/knockoff merchandise is at the Exhibitor's own risk. RPCC Exhibitors are encouraged to handle complaints between themselves. Formal complaints need to be brought to an attorney, distributors, and/or a certified licensed or patent holding company.

USE OF AISLES AND COMMON AREAS: (DO NOT BLOCK THE AISLES, COMMON AREAS, OR INVADE NEIGHBOR'S SPACE) Distribution of samples and printed matter of any kind and any promotional material is restricted to the exhibit space. The aisles, passageways and overhead spaces remain strictly under control of RPCC and shall remain unobstructed and restricted only to the space officially allotted: no merchandise, shelving, displays, artists or artwork, signs, decorations, banners, advertising material or special exhibits, will be permitted in any of these spaces except by written permission of RPCC. Uniformed or costumed attendants, models and other employees must remain within the exhibit space boundaries assigned to the exhibitor. All advertising, distribution, made by Exhibitor must be made only from within Exhibitor's exhibit space boundaries. Equipment must be arranged so that show visitors 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.

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). To the extent Exhibitor is allowed to otherwise construct and stock their displays, Exhibitor shall construct its exhibits to comply with all relevant provisions of the Americans with Disabilities Act.

LISTINGS AND PROMOTIONAL MATERIALS: By Exhibitor's participation in the Event, Exhibitor expressly grants to RPCC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any event directory (print, electronic or other media) and to use such names in RPCC promotional materials. RPCC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that RPCC may also take photographs of Exhibitor's exhibit space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any RPCC promotional purpose. Notwithstanding the preceding provisions, RPCC is not obligated to photograph or otherwise promote Exhibitor.

AMENDMENTS AND ACCEPTANCE: Any matters not specifically covered by the preceding rules shall be subject solely to the discretion of RPCC. RPCC shall have full power in the matter of interpretation, amendment and enforcement of all rules and regulations. Full payment received by Exhibitor does not constitute acceptance by RPCC of these Terms and Conditions. Terms and Conditions shall not be binding until explicitly accepted in writing by RPCC.

This agreement constitutes the full and complete agreement between Exhibitor and RPCC. No prior or contemporaneous verbal or written agreements have otherwise been made that would alter the terms of this written agreement. Any violation of these terms and conditions may result in possible forfeit of space and possible impact on future exhibiting at future shows.