



EXHIBITOR CONTRACT TERMS

Defined Terms. As used in these Exhibitor Contract Terms, the following terms have the meanings set forth below:

- (1) “Event” shall mean ComiCPalooza 2020, to be held at the Facility from May 22-24, 2020.
- (2) “Exhibit Booth” shall mean the portion of the exhibit area of the Event licensed by Management to Exhibitor.
- (3) “Exhibitor” shall mean the person or entity to whom the Exhibit Booth is licensed and its employees, agents, contractors, licensees, and invitees.
- (4) “Facility” shall mean the George R. Brown Convention Center in Houston, Texas.
- (5) “Management” shall mean ComiCPalooza LLC, its sole member, authorized agents, successors, and assigns.

OPERATIONAL CONDITIONS

Animals/Pets. Pets and other animals are prohibited in the Facility, with the limited exception of trained service animals required because of a disability. Live animal displays or exhibitions of any kind are prohibited without written permission.

Appearance/Attire. Management reserves the right, in its sole and absolute discretion, to determine whether the character, appearance and attire of Exhibitor’s personnel is acceptable and in keeping with the best interests of Management.

Badges. Exhibitor personnel shall wear their non-transferrable, Management-issued badge at all times when in the Facility.

Copyright/Use of Creative Works. Exhibitor covenants to strictly comply with all laws respecting copyright and trademarks and warrants that it will not infringe on any related statutory, common law, or other rights of any person or entity during the Event. Exhibitor acknowledges that artistic works and any live or recorded music used in any manner by or on behalf of Exhibitor must be licensed from the appropriate copyright owner or their agent.

Counterfeit Goods. Exhibitor covenants to Management that it shall not use the Exhibit Booth for the display, sale, storage, or distribution of any product or merchandise that is or appears to be (as determined by Management) a counterfeit, knockoff, imitation, bootleg, lookalike, replica, facsimile of, or in any manner an infringement upon any trademarked or copyrighted product or merchandise of any third party. (See also Copyright/Use of Creative Works.)

Damage Prevention. No holes may be drilled, cored or punched into walls, floors, or any other part of the Facility. Use of nails and tacks on Facility walls is prohibited. Painting or finishing of signs, displays or other objects is prohibited at the Facility, and Exhibitor shall not apply paint, lacquer, adhesives, or other coating to any Facility surface. Hazardous materials, including biohazards, are strictly prohibited. Vehicles, golf carts, utility carts, Segways, forklifts, boom lifts, scissor lifts, pallet jacks, platform trucks, carts, dollies/hand trucks, and objects over 100 pounds are prohibited on carpeted areas of the Facility. No tape of any kind shall be permitted on any permanently carpeted/painted areas or be affixed to any permanent feature of the Facility.

Displays. Exhibitor shall immediately make any adjustment or modification to the appearance or placement of any item(s) displayed by Exhibitor, whether offered for sale or not, as deemed necessary by Management in its sole discretion. Any costs incurred due to such adjustment or modification shall be the responsibility of Exhibitor. Exhibitor shall keep its Exhibit Booth clean, neat and aesthetically pleasing in appearance at all times.

Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition. Exhibitor shall arrange and secure any cables, wires or cords to prevent trip hazards or physical damage.

Exhibitor Conduct. Exhibitor, including its employees, agents, and contractors, shall be courteous and respectful to all persons throughout the Event. Distribution of any item that interferes with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. Exhibitor shall occupy its Exhibit Booth and conduct business so as not to annoy, endanger or interfere with the rights of other exhibitors or Event attendees. Throwing items, use of projectiles, fighting, assault, harassment, loud shouting/amplified sound, vulgarity, lewd conduct, and abusive profanity or behavior (all as determined by Management) is prohibited.

Exhibitor Services. Exhibitor must contract in its own name and timely pay all fees and charges to the appropriate exclusive-service contractor for any of the following services required by Exhibitor:

- (1) Food, beverage and catering services, and advanced permission for sampling.
- (2) Telecommunications, including voice, data and network services.
- (3) Temporary utilities, including electrical, compressed air, water and drainage services.
- (4) Exhibit booth cleaning.
- (5) Rigging and hanging of signs, flown equipment, etc.

Fire Safety. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the City of Houston Fire Marshal. Use of flammable compressed gas cylinders is prohibited; non-flammable compressed gas cylinders must be secured to prevent toppling. No portion of the entrances, exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways, sidewalks, ramps or other common areas shall be obstructed or used for any other purpose than ingress and egress. Exit signs and fire detection/suppression systems, such as sprinklers and firehose cabinets, shall remain visible and unobstructed at all times.

Guns/Firearms/Explosives. Possession, display, sale, storage, or distribution of firearms, ammunition, bullets, bump stocks, silencers, tasers, stun guns, gun powder, explosives, and incendiary devices is prohibited – even if fake, disabled, or inoperable. The only exception recognized by Management is for firearms carried by licensed peace officers. For purposes of this prohibition, the term “firearms” includes guns, rifles, shotguns, ballistic knives, pepper spray, pellet guns, bb guns, paintball guns, dart guns, crossbows, blowguns, or any other device capable of expelling a projectile through a barrel or cylinder.

Occupancy. Exhibitor covenants to Management that the Exhibit Booth shall be occupied and staffed by Exhibitor personnel continuously throughout the time the Event is open to attendees.

Other Services. Should Exhibitor require a service not provided by such exclusive-service contractors, such as audio-visual equipment rental, then Exhibitor shall promptly notify Management; use of any other service contractor must be reviewed in advance and shall be subject to approval by Management, which may be withheld or conditioned.

Move-in/Move-out. All move-in and move-out of exhibits, displays, merchandise, products, freight, and other goods must occur during Management-approved date and times and utilize Management-designated loading docks, freight doors and freight elevators only. The main lobbies, side doors, escalators and passenger elevators at the Facility shall not be used for such purposes. All vehicles, forklifts, and heavy equipment shall be removed from the Facility at least one hour before the Event is open to attendees.

Nuisance. Displays, exhibits or activities of any kind obstructing aisles, preventing free access to adjacent exhibit booths, or otherwise causing a nuisance to exhibitors/attendees or disrupting the Event (all as determined by Management) are prohibited.

Permitted Use. Exhibitor shall ensure that its Exhibit Booth is prepared in all respects for the opening of the Event to attendees and remains open throughout the Event hours. No Exhibitor shall change and/or add to the products and services to be sold, displayed or promoted without the prior written consent of Management, which may be withheld. Exhibitors in “Artist Alley” are allowed to sell original artwork and limited edition prints of original works only; offering commercially-produced items of any kind in such area is prohibited. Exhibitor shall not begin to dismantle its Exhibit Booth or commence packing until the Event is closed to attendees. Exhibitor activity shall be restricted to the Exhibit Booth; Exhibitor shall not sell, solicit, or distribute merchandise, novelties, brochures, or other items outside of the assigned Exhibit Booth. Exhibitor agrees that any inappropriate

Pornography/Graphic Content. Display, sale, storage, or distribution of pornography, adult novelties, or other vulgar, graphic, or discriminatory items, content or materials (as determined by Management) is prohibited.

Exhibit Booth activity or content (as determined by Management) shall be halted or removed immediately upon demand.

Return of Exhibit Booth. During the move-out time scheduled by Management, Exhibitor shall (i) remove from the Exhibit Booth and Facility all of Exhibitor’s merchandise, displays, goods, items, effects, and other personal property, and (ii) peaceably surrender the Exhibit Booth to Management in good order, repair and condition, damage by ordinary wear and tear excepted. Exhibitor agrees that any such personal property remaining within the Exhibit Booth or Facility after expiration of the scheduled move-out time is conclusively deemed to be abandoned by Exhibitor and shall be the property of Management. Exhibitor waives its rights, if any, under any statutes or other legal doctrines requiring Management to remove, store, return, or auction such property; Management may dispose of such property as it sees fit, free of any claims of Exhibitor or any person or entity claiming through Exhibitor.

Signage/Advertising. Only the name of the Exhibitor may be placed on the booth or in the printed list of exhibitors of the Event. No Exhibitor or third-party advertising shall be allowed to extend beyond the Exhibit Booth, or be visible from the back or side rails of such space. In no event shall Exhibitor use its Exhibit Booth to promote any other event, convention, meeting, or conference in any manner without prior written consent from Management.

Smoking/Vaping/Paraphernalia. Display, sale, storage, or distribution of cigarettes, cigars, tobacco, smokeless tobacco, vaping devices/supplies, and actual or apparent drug paraphernalia (as determined by Management) is prohibited. Smoking and vaping are prohibited throughout the Facility.

Sound Level. Mechanical, electrical or other devices that produce sound shall be operated at moderate levels (as determined by Management) so as not to disturb other exhibitors or Event attendees. Management reserves the right to determine the placement and establish an acceptable sound level for any such device.

Supervision/Control. Exhibitor shall at all times during its occupancy of the Exhibit Booth provide continuous supervision and maintain strict control of its employees, agents, contractors, and invitees while the same are at or about the Facility. Exhibitor shall be held liable for acts and omissions of its employees, agents, contractors, invitees, and other persons or entities performing services for, or on behalf of, Exhibitor. Exhibitor shall not allow the participation of any person under the age of 16 during move-in or move-out, nor shall Exhibitor allow anyone under 16 to be present at the Exhibit Booth while unsupervised by an adult.

Vehicle Displays. The display or presence of an automobile, truck, motorcycle, or other motorized vehicle requires the prior written approval of Management, which may be withheld. Vehicle displays require a permit from the Houston Fire Department, the cost of which shall be the sole responsibility of Exhibitor. For approved displays, fuel in the tanks of display vehicles shall not exceed the lesser of ¼ of their capacity or 5 gallons of fuel; all display vehicle gas caps shall be taped or locked; and the battery must be disconnected while any vehicle is on display.

Weapons: Bladed/Pointed/Blunt. Possession, display, sale, storage, or distribution of bladed weapons and blunt weapons is prohibited. The term “bladed weapons” includes pointed weapons as well as knives, swords, daggers, switchblades, machetes, scissors, razor blades, needles, icepicks, axes, hatchets, chainsaws, saws, pickaxes, edged/pointed martial arts weapons, sickles, scythes, spears, pikes, polearms, halberds, arrows, throwing stars, caltrops, and other items featuring a sharpened edge or point. The term “blunt weapons” includes bats, clubs, maces, mallets, hammers, paddles, golf clubs, brass knuckles, non-edged/pointed martial arts weapons, and other melee weapons and items capable of causing blunt trauma.

LEGAL CONDITIONS

ADA Compliance. Exhibitor shall be responsible for compliance with the Americans with Disabilities Act as it relates to participation by Exhibitor in the Event, including but not limited to configuration and operation of the Exhibit Booth.

Assignment/Sublicensing. Exhibitor shall not assign its agreement with Management in whole or in part, nor shall Exhibitor sublicense, sub-let or transfer any interest in the Exhibit Booth. Exhibitor shall ensure that the Exhibit Booth is not used by any third party to conduct business or otherwise. Management may assign its agreement with Exhibitor at any time without prior notice.

Cancellation. If the Event is cancelled by Management for one or more days due to severe weather, fire, flooding, Facility damage/disrepair, utility disruption, governmental regulation/order, or the occurrence of any other condition beyond the direct control of Management (even if caused in part by the negligence of Management), then Exhibitor agrees to accept, as its sole and exclusive remedy, a one-time payment from Management equal to the fee paid by Exhibitor to Management for the Exhibit Booth. Management shall not be liable for or responsible for any delays, damages, loss, increased costs, lost profits, or other unfavorable circumstances arising from any such cancellation of the Event.

Code of Conduct. The Code of Conduct for the Event, available online at www.comicpalooza.com/codeofconduct, is made a part hereof for all purposes by this reference. In the event of any inconsistency or conflict between these Exhibitor Contract Terms and the Code of Conduct for the Event, the most restrictive provision shall control and prevail.

Compliance with Law. Exhibitor shall observe and strictly comply with all applicable laws, ordinances, rules, regulations, and orders of governmental authorities with regard to its presence at the Facility and participation in the Event, including use and occupancy of the Exhibit Booth.

Disclaimer of Warranties. MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO EXHIBITOR REGARDING THE NUMBER OF EVENT ATTENDEES, THE SUITABILITY OR DESIRABILITY OF EXHIBITING OR OTHERWISE PARTICIPATING IN THE EVENT, OR THE ACCURACY OR USEFULNESS OF ANY EVENT ADVERTISEMENTS OR MATERIALS. MANAGEMENT DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Default. Exhibitor shall be in default if Exhibitor (i) fails to observe any term, condition or covenant in these Exhibitor Contract Terms; (ii) fails to perform timely any action to be performed by Exhibitor hereunder; (iii) fails to pay any amount owed to Management or its contractors; (iv) becomes bankrupt or insolvent; (v) makes an assignment for the benefit of creditors; (vi) fails to occupy the Exhibit Booth; or (vii) abandons the Exhibit Booth. If Exhibitor is in default, then Management shall have the right, without foregoing any other legal remedies, to terminate Exhibitor's license to occupy the Exhibit Booth immediately upon notice to Exhibitor and cause Exhibitor's personnel and property to be removed from the Facility at no expense to Management. Management may, but shall have no obligation to, allow Exhibitor a limited opportunity to cure.

Event Listing/Promotional Materials. Exhibitor grants Management 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) in connection with the Event. Management 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 Management shall have the right to film, photograph and record images of Exhibitor, its Exhibit Booth, displays, exhibits and personnel during, before or after the open hours of the Event and use such photographs for any promotional purpose.

Fees Non-Refundable. All amounts paid by Exhibitor to Management to participate in the Event, including fees for use and occupancy of the Exhibit Booth, are and shall be non-refundable. Exhibit space is non-cancellable by Exhibitor; Exhibit Booth fees are earned by Management, and shall not be prorated or abated, if Exhibitor does not use some or all of the Exhibit Booth, arrives late or leaves early, or is not present for the Event for any reason, condition or occurrence of any kind or type.

Governing Law/Venue. Any claims or disputes between Exhibitor and Management shall be brought in a court of competent jurisdiction in Harris County, Texas and governed by the laws of the State of Texas without regard to conflict of law principles. Exhibitor hereby consents to the jurisdiction of such courts and irrevocably waives any claims or objections regarding lack of personal or subject matter jurisdiction.

Indemnification. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, EXHIBITOR AGREES TO AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD MANAGEMENT AND HOUSTON FIRST CORPORATION (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY IN CONNECTION WITH ANY CLAIM, DEMAND, FINE, LAWSUIT, JUDGMENT, OR OTHER ACTION ARISING OUT OF (I) USE OR OCCUPANCY OF THE EXHIBIT BOOTH (INCLUDING, BUT NOT LIMITED TO, SETUP, INSTALLATION, AND REMOVAL), (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF EXHIBITOR, OR AN EMPLOYEE, AGENT, CONTRACTOR, LICENSEE, OR INVITEE OF EXHIBITOR – EVEN IF CAUSED IN PART BY THE NEGLIGENCE OF THE INDEMNITEES; OR (III) ANY DEFAULT BY EXHIBITOR UNDER THESE EXHIBITOR CONTRACT TERMS.

Independent Contractor. The relationship of Management to Exhibitor shall be that of an independent contractor; no principal/agent, partnership, joint venture, employment, joint employer, or other relationship is created or intended hereby.

Insurance. All Exhibitors are strongly advised to maintain a general liability insurance policy, as Management does not and shall not maintain insurance for the benefit of Exhibitor or its property. Exhibitors are required to maintain a comprehensive general liability insurance policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate including and endorsement naming Management (i.e., Comicpalooza LLC) and Houston First Corporation as additional insureds, and provide a compliant insurance certificate to Management at least 10 days prior to the first Event date, if the Exhibitor requires or is expected by Management to need or use:

- (1) An Exhibit Booth other than a pop-up display;
- (2) Any equipment weighing more than 150 lbs., such as a fork lift or pallet jack, during Move-in/out or to deliver supplies/inventory;
- (3) Rigging services, flown objects, or any items to be suspended from the ceiling; or
- (4) A motor vehicle inside the Facility.

Interest and Fees. If Exhibitor fails to meet any financial obligation to Management when due, then Exhibitor shall be responsible for all outstanding debts, interest at 1.5% per calendar month and any attorneys' fees and/or collection fees. In the event that the sum of such interest amount, attorney's fees and collection fees exceed the limits allowed under applicable law, then the maximum interest and fees allowed thereunder shall be due and payable to Management by Exhibitor.

Licenses/Permits. In the event there are any licenses, or permits required by any governmental agency or authority with respect to the type of activity carried on by Exhibitor or in connection with use of the Exhibit Booth, Exhibitor shall be responsible for obtaining such licenses, authorizations and permits at its sole cost and expense.

Limitation of Liability. In no event will Management be liable to Exhibitor for any consequential, incidental, indirect, exemplary, special, or punitive damages (including lost revenue or profit) arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Management had been advised of the possibility of such damages. **EXHIBITOR'S AGGREGATE REMEDIES FOR ANY CLAIM, LOSS, DAMAGE, INJURY, OR OTHER CAUSE OF ACTION ARISING OUT OF THE EVENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY EXHIBITOR TO MANAGEMENT FOR THE EXHIBIT BOOTH.**

Notices. All notices hereunder shall be in writing and shall be deemed received when received or, if earlier, on the third day following deposit with USPS (by registered or certified mail, return receipt requested) or national overnight express delivery service. Notice to Exhibitor may, alternatively, be delivered by hand to the Exhibit Booth to the person apparently (as determined by Management) in charge thereof.

Order of Control. These Exhibitor Terms and Conditions supersede and control over all previous or contemporaneous negotiations, arrangements, agreements or understandings, if any, between Management and Exhibitor with respect to the subject matter hereof. No amendment or modification hereof shall be valid unless approved in writing by Management.

Right of Removal. Admission to the Event shall be controlled exclusively by Management. Exhibitor acknowledges that Management reserves the right to remove from the Event and eject from the Facility any individual for violation (as determined by Management) of these Exhibitor Contract Terms, the Code of Conduct for the Event, or applicable law, rule, regulation, or policy.

Sales Tax. Exhibitors are solely responsible for collecting and remitting sales tax on any items sold during the Event and obtaining the required tax permit (See <https://comptroller.texas.gov/taxes/permit/>). Exhibitors are cautioned that tax officials are known to frequent conventions and tradeshows; any form of non-compliance with applicable tax law and regulation is at the sole risk and peril of Exhibitor.

Survival/Severability. Exhibitor shall remain obligated to Management and the other Indemnitees under all clauses herein that expressly or by implication survive the conclusion of the Event and acceptance of fees from Exhibitor. If any provision herein found by a court to be invalid, illegal or unenforceable under applicable law, then the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Theft/Loss. Exhibitor is solely responsible for protecting and securing its merchandise, cash, equipment, electronic devices, and other items or property of any kind or type. Exhibitor acknowledges that the purpose of security personnel engaged by Management and present during the Event is to observe and report to Management. Neither Management nor the Facility operator shall be liable for any damage to or loss of any personal property due to theft, disappearance, pilferage, vandalism, accident, or any other cause, as Exhibitor assumes sole liability for any damage or loss sustained in connection with any such cause.

Unavailability. If the Exhibit Booth licensed to Exhibitor is unavailable due to severe weather, fire, flooding, Facility damage/disrepair, utility disruption, governmental regulation/order, or any other condition or occurrence beyond the direct control of Management (even if caused in part by the negligence of Management), then Exhibitor's sole remedy shall be, at the option of Management, relocation of the Exhibit Booth to an alternative location in the Facility or a one-time payment from Management equal to the fee paid by Exhibitor to Management for the Exhibit Booth. Management shall not be liable for or responsible for any delays, damages, loss, increased costs, lost profits, or other unfavorable circumstances arising from the unavailability of the Exhibit Booth due to any such condition or occurrence.

Unaddressed Matters/Interpretation. Exhibitor agrees that any matter not specifically addressed under these Exhibitor Contract Terms or applicable law shall be subject solely to the decision of Management. Management reserves and shall have full power and authority regarding interpretation and enforcement of these Exhibitor Contract Terms. These Exhibitor Contract Terms may be amended, revised or supplemented at the sole option of Management, to be effective immediately upon notice to Exhibitor.

Waiver. Neither course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.