

Anime Crossroads 2017 Dealer's Room Contract **February 24-26, 2017**. Anime Crossroads is an anime convention in Indianapolis, IN.

This AGREEMENT, made this [] 20 [] Between Anime Crossroads ("Sponsor") and [] ("Vendor")

Vendor's trade name: []
Vendor's full name: []
Vendor address: []
Vendor's business phone number: []
Vendor's fax number: []
Vendor's e-mail address: []
Vendor's website: []
Vendor's State Sales Tax ID No.: []

In order to provide more value to our vendors, a list of confirmed vendors will be published on our website prior to the convention along with a link to your website and, optionally, a logo identifying your business. After you have been confirmed as a vendor, please send any logo you wish to use to dealers@animecrossroads.com .

All payments are to be made by Paypal (Paypal payment to be sent to Jaig@verizon.net) made out in US funds.

Payments are due within **10 days or confirmed application.**

Base rate for 10 by 10 booths: \$300 for one. Booth prices included a boxed lunch Friday and Saturday. 4 Booths **maximum** allowed. Badges: 2 per booth. Additional Badges may be purchased at **\$25 each**. Each booth will come with 1 table and 2 chairs. Additional tables will be available for purchase Thursday of the show for \$40 each.

Corner booths add \$50. Please write in the notes center if you are in need of a corner and we will do our best to accommodate you. If we are not able to accommodate you, the extra will be refunded.

Vendor hereby applies for [] booths and hereby encloses US\$ [] as full payment herein. Vendor also requests extra badges and hereby encloses an additional US \$ [] .

The Vendor agrees to comply with all municipal, state, and federal requirements, if any, in connection with all sales. Vendor has read the TERMS AND CONDITIONS attached hereto and acknowledges that such terms and conditions are fully incorporated herein, and are binding on the parties here to.

What Items do you plan to sell? (Check All That Apply and Provide Percentage)

- | | | |
|---|---|--|
| <input type="checkbox"/> Adult Materials (18+ Comics, Video)* | <input type="checkbox"/> Apparel (Corset) | <input type="checkbox"/> Apparel (Other) |
| <input type="checkbox"/> Collectibles | <input type="checkbox"/> J-Pop Items (Music, Video, etc.) | <input type="checkbox"/> Weapons/Replica (Swords, Guns)* |
| <input type="checkbox"/> Anime Video (DVD, Blu-Ray) | <input type="checkbox"/> Apparel (Anime Cosplay) | <input type="checkbox"/> Art/Posters |
| <input type="checkbox"/> Video Games (Console, PC, Handheld) | <input type="checkbox"/> Models and Miniatures | <input type="checkbox"/> Weapons/Other* |
| <input type="checkbox"/> Animation Cells | <input type="checkbox"/> Apparel (Goth/Loli/Fetish) | <input type="checkbox"/> Comic Books/Manga |
| <input type="checkbox"/> Food (Snack Foods and Drinks) | <input type="checkbox"/> Music CDs | <input type="checkbox"/> Original Work |
| | <input type="checkbox"/> Apparel (Period Clothing) | <input type="checkbox"/> Card Games |
| | <input type="checkbox"/> Toys | <input type="checkbox"/> Other |

*** Weapons and Adult Materials are considered Restricted Merchandise items.**

Please refer to the Dealers Room Guide in regards to what items can be sold in the Dealers Room.

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Anime Crossroads Exhibition Contract Terms and Conditions

This Document forms the basis of an agreement between Anime Crossroads, and the vendors who wish to sell merchandises or services at Anime Crossroads, herein known as vendors. Anime Crossroads is the host organizer and promoter of entertainment conventions and services. Vendors in the business of buying and selling certain printed, audio, and visual material hereinafter designated as the Property identified and described as follows: video tapes, audio tapes, comic books, magazines, electronic media, CD, DVD, and other materials associated with Film/Motion picture, Animation, Comics, Manga, Video games and all associated periodicals with in stated and unstated genre's. The term Dealers Room Director shall be termed to mean the individual or individuals assigned by the board of directors of Anime Crossroads as Vendors' Room Liaisons. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Wyndham Indianapolis West in Indianapolis or Anime Crossroads or their owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Wyndham Indianapolis West, Anime Crossroads, and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include,

without limitation, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, Hotel or any part thereof Anime Crossroads has contracted with Wyndham Indianapolis West (herein known as 'venue') and pursuant to the terms of that contract has the authority to provide a conference room and vendor tables for the convention. Anime Crossroads shall be responsible for all monies owed to 'venue' pursuant to the terms of its contract therewith. Vendor hereby enters into a contract with Anime Crossroads for vendor space at the show or show. Anime Crossroads shall be responsible for coordinating with 'venue' the preliminary setup for the convention. Vendor agrees to contact 'venue' for any usage of telephone access and electricity in the exhibit hall, and will pay for any charges, if any. Anime Crossroads will not be held liable for any fees for electricity and/or telephone access in the exhibit hall.

Anime Crossroads agrees to provide 10' x 10' vendor booths and passes into the convention. Anime Crossroads agrees to make said booths and exhibit space available to the Vendor by no later than 8:00 PM on Thursday, February 24, 2016. Vendor agrees to vacate convention hall premises by no later than 7:00pm on Sunday, February 26, 2017.

Anime Crossroads agrees to be responsible for promoting the show. Anime Crossroads makes no representations as to the number of attendees and/or customers who will be in attendance.

Subletting of tables is not permitted by Anime Crossroads.

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Each application will be processed on a first come-first service basis.

Vendor shall be responsible for the actual setup of its displays. Anime Crossroads shall not be liable for any loss or damage to Vendor's property or for any personal injury suffered by Vendor or any of its agents.

Vendors are responsible for loading and unloading their own materials. We will try to have volunteers available to help you with load in and load out, but it depends on the availability of volunteers and we can make no promises.

There is to be no smoking or otherwise burning of objects within the Vendors' Room at any time.

All vendors shall have a signed copy of the Anime Crossroads Vendor Exhibition Contract (this document) on file with Anime Crossroads. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy of file with Anime Crossroads. The convention facility shall be deemed to mean any function space used by the ('VENUE').

If you need electricity, please bring a heavy duty power cord and a surge protector. Please note that outlets are only along the walls. If you need electricity, please select a booth along the walls or bring a long enough power cord to reach the walls along with duct tape to tape down the cord where it crosses the aisle. If there is anything special you would like for us to try to arrange for your booth (**Note: that this may involve an additional charge**), please let us know. We cannot promise that we can accommodate you, but we will try. An email giving your location in the room along with load in instructions will be sent approximately **one week** prior to the convention. **Please read it!** If you see anything wrong with your assigned location, please notify us immediately! If you do not let us know until the convention, we might not be able to fix the problem.

Vendors may play audio within their booth, but the volume must be kept at a level that it does not interfere with other vendors trying to do business. Remember, the dealers' room is a place of business, not a dance! Should we receive complaints by other vendors, you will need to turn down your volume and keep it down. Repeated violations may cause you to be ejected without refund. The dealers' room director shall have sole, final, and absolute authority to determine what is an appropriate volume. Furthermore, the dealers' room director also reserves the right to determine what audio may be played during the hours of operation of the Dealers' Room

The Vendors' Room shall be opened for the following hours: All vendors must vacate the Vendors' Room with their staff and property by **7:00 PM on Sunday**.

TENTATIVE HOURS:

Thursday Dealer Set up 5-11pm

Friday Dealer Set up 9am-3pm

Open Hours 3pm-8pm

Saturday VIP 9:30am- 10am

Open Vending 10am-7pm

Sunday 10am-4pm

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All vendors must claim their tables before Friday February 24, 2017 at 11:00 AM. Tables, which have not been claimed by that time, may be resold at the sole discretion of Anime Crossroads. Please notify us if you will be later than that. Tables that are canceled without thirty (30) days written notice shall not be refunded. Tables that are canceled prior to thirty (30) days before the convention may be partially refunded if Anime Crossroads can resell the tables. Vendor agrees to hold the convention harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) canceled tables.

All vendors certify that they have complied with all federal, state, and local policies regarding the collection of any and all required taxes.

All vendors certify that have complied with all federal, state, and local policies regarding obtaining valid licenses required to participate as a vendor.

All vendors will obey federal, state, and local laws and ordinances regarding the sale of material which, intentionally or unintentionally, infringes upon the trademarks or copyrights of another party. Any vendor selling material which infringes upon the trademark or copyright of another party may be ejected without warning and without refund. Anime Crossroads reserves the right to inspect and/ or eject questionable material at any time. This includes, but is not limited to, the following products or companies: Bootlegged videos Fan-subbed videos Bootlegged (burned) audio CDs, VCDs, and DVDs Burned or Bootleg video games (e.g. Playstation, Dreamcast) Bootleg Carts (e.g. Nintendo GBA)

Vendors shall not display material which is deemed offensive or inappropriate. Anime Crossroads has the sole right to determine what is or is not offensive or inappropriate. Vendors who continue to display material which has been deemed to be offensive or inappropriate may be ejected without warning and without refund. Furthermore, vendors shall not sell any offensive or inappropriate materials to minors who are under the age of eighteen (18) years of age. Vendors who sell such materials to minors shall be ejected without warning and without refund. Failure to comply is immediate grounds for ejection without warning and without refund. 18)All ejected vendors are still subject to state law in which the Anime Crossroads sponsored event resides with regards to tax collection.

Only those vendors with Vendor badges will be allowed in the room during set-up, closing, and takedown times. Only those with Vendor badges will be allowed behind vendor tables at any time.

Vendors are expected to follow the same rules of behavior as the rest of the convention attendees during of-hours. Any Vendor ejected from the convention during those hours must leave immediately the next morning during the set-up time.

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Vendors will have fifteen (15) minutes to close down for the night each evening. After the fifteen minutes, the room will be locked. Under no circumstances will it reopen until the posted time the next morning.

Vendor is responsible in providing its own insurance, if desirable, to protect Vendor and Vendor's property from damage, loss, theft, harm or injury. Neither Anime Crossroads nor 'VENUE' will obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.

Upkeep of Vendor's booth, merchandise, and refuse is responsibility of the Vendor.

All displays, chairs, tables and merchandise must be maintained within Vendor's designated area.

There will be no consumption or possession of alcoholic beverages in the Vendors' Room.

Selling of items by Vendors on convention grounds, which includes the stated event location and adjoining facilities, their parking lots, other than the Vendors' Room or any other designated area noted by Anime Crossroads is NOT allowed during the weekend of any Anime Crossroads event. This includes the selling of items inside Hotel rooms, lobby, or its facilities. Vendors who fail to comply will be ejected without warning and without refund.

Vendor agrees that the handling, viewing, and sale of adult-themed merchandise ("Hentai", "Ecchi", "Yaoi," " Yuri") will be restricted to persons of age 18 and older and that they are responsible for verification of age before any sale. Vendor agrees to bag/package said merchandise in an opaque bag upon sale. In addition, adult themed- merchandise must be displayed in a manner that restricts access from the general public. Video displays of adult themed merchandise are not allowed. 28)Vendor will hold harmless Anime Crossroads and event facilities or any of their respective officers, agents, employees, representatives or affiliates, from any liability, damage, loss, harm, claim, or injury to property or person of the Vendor, Vendor officers, agents, employees or other persons, whether caused by the negligence of Anime Crossroads or event facilities, or from theft, fire, water, accident, or any other cause whatsoever that are not covered under Anime Crossroads' standard insurance policy.

Anime Crossroads reserves the right to make changes or amend the contract and has the final say on all matters pertaining to the use and function of the Vendors' Room during the run of the show.

Any promotional fees from a Vendor, Exhibitor, and/or persons representing a company involved with related industry must be presented to the Board of Directors upfront and in writing.

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The addition of any extra charges to be incurred (i.e. Phone, Drayage) will be made available via an addendum provided by Anime Crossroads upon request or until an updated information is made available to vendors.

BARRED MERCHANDISE

These items cannot be sold under any circumstances at Anime Crossroads:

- Any goods and services deemed illegal under the laws of the United States of America and the State of Indiana. (Includes unlicensed Music CDs, Video CDs, DVDs, Blu-Ray Discs, Computer and Video Game software)
- Audio and Video CDs from SonMay (SM), Golden Apple, Game Music, GGG Anime Soundtrack, Golden Anime, FX, Ever Anime A8, GM, Alion and Best Song Collections
- Pins, Wall Scrolls, Toys, Models (Resin or Vinyl kits), Decals, Stickers, and Posters which are not properly marked and labeled with the appropriate copyright information. • Themed apparel from an unlicensed work (hats, headbands, etc...)
- Weapons (No real firearms or explosives, no switchblades or any weapon that is illegal to own in the State of Indiana)
- Adult Materials (Non-anime and manga material, paraphernalia. However, hentai and other adult anime and manga may be sold subject to the restrictions in the Restricted Merchandise section below.) • Paraphernalia that may be used for illegal substances (glass pipes, water pipes, etc...)
- Anything that disrupts attendees or other vendors such as noisemakers including but not limited to squeakers, party favors, and whistles. Dealer head has final say on if they are disruptive. Noise Makers and squeakers are banned throughout the entire convention.

A representative of Anime Crossroads will do a walk through Friday before the room opens and any bootleg merchandise must be removed immediately. If you find a vendor selling it under the table or in other unauthorized ways, please alert the dealer head immediately. These items may be sold subject to certain restrictions: > Adult Materials: Any adult themed merchandise must be related to anime/manga (such as hentai). Vendor agrees that the display, handling, viewing, and sale of adult merchandise will be restricted to persons 18 years of age and older and that they are responsible for the verification of age before any sale. Vendor agrees to bag/ package such material in an opaque bag upon sale. Display of adult merchandise must be done in a way that restricts viewing by the general public. Video displays of adult themed merchandise are NOT allowed. > Weapons: No real firearms or explosives may be sold. No switchblades may be sold. No weapons may be sold that are illegal under Indiana law. Any restrictions on the sale of certain weapons under Indiana law must be complied with. Vendor agrees to restrict the sale of weapons to persons 18 years of age and older and that they are responsible for the verification of age before any sale. Vendors of weapons are responsible to ensure that their weapons are handled safely by their customers. The Dealers' Room Director reserves the right to impose other restrictions as may be necessary for the safety of the convention attendees.

Vendor Date