



## CAPITAL CITY COMIC CON – EXHIBITOR TERMS & CONDITIONS

The individual or company, their employees and representatives, as described and filled out by the applicant on this application, is herein referred to as the Exhibitor. Capital City Comic Enthusiasts Society, the show management, is herein referred to as CCCES. The show itself; Capital City Comic Con, is referred to as the Exhibition.

The Terms & Conditions outlined below and listed in the Exhibitors' Manual may be amended from time to time and the Exhibitor agrees, upon payment of deposit, to be bound by such. Please carefully read the Terms & Conditions to ensure you fully understand your rights and financial obligations.

### 1. Payments and Deposits

Once approved as an exhibitor by CCCES, a minimum 50% deposit of the total booth fee (plus tax) is due immediately. All deposits are non-refundable, and any remaining payments are due by Friday, January 31, 2020. Failure to pay on this timeline will result in loss of deposit and loss of space. If paying by credit card, please allow 10 business days for processing, with the final payment to be processed the week of January 27-31, 2020. If paying by cheque, the initial deposit must be received within 10 business days after approval with final payment due prior to January 31, 2020.

For any Exhibitor who registers after the final booth payment deadline of January 31, 2020, full payment will be due once approved by CCCES.

### 2. Cancellation Policy

In the event that the Exhibitor seeks to cancel or withdraw from the Exhibition, the Exhibitor may only do so by giving written notice to CCCES via email at [exhibitor@capitalcitycomiccon.ca](mailto:exhibitor@capitalcitycomiccon.ca) with the subject "EXHIBITOR CANCELLATION REQUEST." This correspondence must be received and responded to by CCCES for the cancellation to be valid. Cancellations made 180 days or more before the Exhibition date will entitle the Exhibitor to a refund of up to 50% of the total payment if the booth fee was paid in full. The initial 50% deposit is non-refundable. Exhibitors who cancel within 180 days or less of the Exhibition date will forfeit their payment in full and no refund will be given. Sorry, no exceptions can be made. Payments cannot be rolled into future shows.

### 3. Exhibits & Materials

Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. CCCES reserves the right to determine the eligibility of any product for display. Only the name/sign of the registered Exhibitor may be placed on the booth or on the printed list of CCCES Exhibitors. No Exhibitors or advertising will be allowed to extend beyond the allotted booth space unless the Exhibitor has applied for sponsorship coverage. Please be mindful of your neighbours and stay within the limits of your booth.

The Exhibitor agrees not to sell or distribute any adult material to minors. Adult videos or magazines and bootleg or counterfeit materials of any kind will not be permitted at the Exhibition. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely by strict compliance with these rules. CCCES reserves the right to inspect, eject and/or prohibit any exhibit in whole or in part, or the Exhibitor or any of the Exhibitor's representatives who are not in accordance with these rules and regulations.

#### **4. Limitation of Liability**

The Exhibitor agrees to indemnify and hold harmless CCCES and its sponsors, owners, Exhibition venue(s) and The City in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, law suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this contract or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others.

CCCES shall not be responsible for loss or damage to displays or goods belonging to the Exhibitor, whether resulting from fire, water, weather, acts of God, air conditioning, heating failure, theft, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at the Exhibitor's own risk and should always be safeguarded. CCCES will provide the services of a reputable security agency during the period of installation, show and dismantling, and the Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of CCCES to supervise and protect the Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by CCCES. The Exhibitor agrees that CCCES shall not be liable in the event of any errors or omissions in the Exhibitor's Official Directory listings or in any promotional material. CCCES makes no representations or warranties with respect to the number of the Exhibition attendees or the demographic nature of such attendees.

#### **5. Default**

If the Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by CCCES for any purpose it may see fit. If the Exhibitor breaches any of its obligations or covenants under these terms and conditions, CCCES may, without notice, terminate this contract. In the event of such default, CCCES may thereupon direct the Exhibitor forthwith to remove its employees, representatives or volunteers, and all its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. The Exhibitor's payment will be subsequently forfeited, and the Exhibitor will not be permitted to participate in future events hosted by the CCCES.

#### **6. Sub-Licensing/Booth Usage**

The Exhibitor must not sub-license, assign or otherwise permit any person to occupy the Exhibitor's booth or Artist Table, or any part thereof, or use the booth for the exhibition of anything not specified in their application. This includes Reselling or Transferring of space. In the case of multiple parties sharing one exhibit space, the person or organization whose name appears on this contract assumes full responsibility for that space as specified here. All parties are responsible to abide by the CCCES Code of Conduct, Weapons Policy and Terms and Conditions of the Exhibition. CCCES's sole discretion shall in all instances be final regarding use of any exhibit space. If the Exhibitor does not abide by these terms and conditions, payment will be forfeited, and the space will be lost.

#### **7. Damage to Property**

The Exhibitor is liable for any damage caused to the interior and exterior of the buildings, floors, walls, columns, standard booth equipment, tables or to other Exhibitors' property. Exhibitors may not apply paint, lacquer, adhesives, or any other coating to building columns and floors or to standard booth equipment. No tacks, nails, glue, screws or tape.

No drilling into the floor, walls, tables or ceiling. The recommended tape is Scapa Tape which is a high-adhesion, double-sided cloth tape commonly used at trade shows. It leaves almost no residue upon removal. CCCES does NOT provide the tape at the Exhibition. Exhibitors will be responsible for any fees incurred for repair or clean up.

### **8. Special Services**

Electricity, Wi-Fi and other special services required by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with City, insurance and other requirements.

### **9. Booth Representatives**

Booth representatives shall always wear badge identification furnished by CCCES while onsite. CCCES may at any time limit the number of booth representatives. All booths must be staffed by the Exhibitor during all hours that the Exhibition is open, as well as during set-up and take-down. All booth representatives must comply with the Official CCCES Code of Conduct, Weapons Policy, and Exhibitor Terms and Conditions. Exhibitors cannot sell, auction, raffle, give-away or donate any of their assigned Exhibitor badges. These badges are reserved for Exhibitor representatives working at the Exhibition only.

### **10. 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.

### **11. Safety, Lighting and Fire Laws**

All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. All decorations must be flame retardant (FR) or FR rated, and cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. No candles, open flames or smoking will be permitted in the Exhibition, near or in outdoor activations or on the grounds of the Victoria Conference Centre and Crystal Garden. Crowding will be restricted, and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Please be aware that acetate and most rayon drapes are not flameproof and therefore may be prohibited. Fire Extinguishers, Hose Cabinets, Fire Exits or Fire Alarms cannot be blocked or covered. Wood less than one-quarter inch thick must be treated. In most cases, floor coverings are the exception. Table coverings will be accepted if they do not overhang the table more than six inches.

#### **Booth storage information:**

- Cardboard boxes, packing materials, waste and debris must be removed prior to the start of the show and maintained during the show.
- All areas will be inspected periodically during the Exhibition.
- Boxed brochures, product and sales material storage may be allowed if kept orderly. All extension cords must be CSA approved. Ties or cable clamps must be used when running cord. Lightweight extension cords or "zip cords" are strictly not allowed. Power bars are approved for additional outlet plugs (Cube tabs are not allowed, and power strips cannot be "daisy chained").
- No flashing lights or strobe lights.
- No tents or awnings unless previously approved by the CCCES.
- No smoke machines or fog machines.

## **12. Performance of Music and Sound Regulations**

The Exhibitor acknowledges that any live or recorded performances of music by or on behalf of the Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. The Exhibitor promises CCCES that it will take full responsibility for obtaining any necessary licenses to play or perform such music. CCCES is not liable for any damages or expenses incurred due to the Exhibitor's use or authorization of use of such music. Mechanical or electrical devices which produce sound must not disturb other Exhibitors. CCCES has the right to determine the placement and acceptable sound level of all such devices and may determine if the sound must be discontinued. No megaphones, bullhorns or microphones will be allowed. Exceptions, if any, will be made on a case-by-case basis by CCCES.

## **13. Personnel and Attire**

CCCES reserves the right to determine whether the character and/or attire of booth personnel are acceptable for attendees. No bare feet will be permitted. Costumes, if worn, must conform to the Official CCCES Weapons Policy and Code of Conduct.

## **14. Assignment of Space**

Exhibit space shall be decided by CCCES for the Exhibition only on the specified dates. Any such assignment does not imply that similar space will be assigned for future events. CCCES reserves the right to change the floor plan or to move the Exhibitor to another location prior to or during the Exhibition at any time in the best interest of the Exhibition.

## **15. Care and Removal of Exhibits**

CCCES will maintain the cleanliness of all aisles and common areas. The Exhibitor must, at its own expense, keep its own exhibits and exhibit areas clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by CCCES to accept exhibit space applications for future Exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event that the Exhibitor fails to remove its exhibit in the allotted time, CCCES reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of CCCES's choosing or to place the exhibit in a storage warehouse subject to the Exhibitor's expense or dispose of the exhibit as it may seem fit, without any liability to CCCES. The Exhibitor is responsible for breaking down cardboard and cleaning up all trash or recycling resulting from its own exhibit. If deemed necessary, CCCES will issue a cleaning charge to any Exhibitors who leave a mess.

## **16. Insurance**

The Exhibitor is advised to see that its company's insurance includes extraterritorial coverage and that it has its own theft, public liability and property damage insurance. CCCES is not liable to provide insurance for Exhibitors.

## **17. Amendment to Rules**

Any matters not specifically covered by the preceding terms and conditions shall be subject solely to the decision of CCCES. The CCCES shall have full power in the matter of interpretation, amendment and enforcement of all said terms and conditions.

## **18. Integration of License**

These terms and conditions contain the entire agreement between CCCES and the Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the CCCES can modify these terms.

## **20. Weapons Policy**

The CCCES does not allow the sale of real weapons. Please see the Official CCCES Weapons Policy for further information. Any prop weapons sold during CCCES must be kept at the Exhibitor's booth until the customer is leaving the Exhibition. Items such as pepper spray, tasers, and projectile weapons such as real arrows, crossbows, and blowguns will not be permitted. If you are unsure if an item you intend to sell is banned from CCCES, please email [exhibitor@capitalcitycomiccon.ca](mailto:exhibitor@capitalcitycomiccon.ca) with a description and/or picture of the item in question for determination prior to the dates of the Exhibition.

## **21. Food and Beverage**

Outside food and beverages are not permitted in the Exhibition venues. Exhibitors who wish to eat and drink while on shift must purchase food and beverages at the onsite Cash Concession located in the Lower Pavilion in the VCC. No alcohol will be permitted in the Exhibition other than within the licensed areas provided by CCCES. No chewing gum can be used in giveaways or will be allowed for sale. No food may be sold or given away without prior written permission by CCCES.

## **22. In-Booth Events**

Having fun events in your booth is a wonderful way to attract attendees to your area. However, it can cause aisle interference and/or trouble for your neighbours. Please adhere to the terms and conditions we have set for in-booth events (see "Aisle Interference" below). CCCES has the right to shut down any events that cause problems in the Exhibition.

### **-Signing Events-**

CCCES must be given advance notice if an Exhibitor is considering having a signing event at their booth due to the aisle interference it might cause. Please email [exhibitor@capitalcitycomiccon.ca](mailto:exhibitor@capitalcitycomiccon.ca) prior to the dates of the Exhibition to get approval to host a signing event.

### **-Aisle Interference-**

Any events happening at an Exhibitor's booth must keep the surrounding aisles clear. Please place giveaways, video games, demonstrations, video viewings, autographs in an area where they are not interfering with the traffic in the aisles. Two feet back is enough space to allow for people to stop and interact. Gaming should be placed at the back of the Exhibitor's booth to allow room for players as well as onlookers. CCCES has the right to discontinue any events that are causing issues with crowding or blocking public walkways.

### **-Prizes and Raffles-**

Giveaways are welcome at an Exhibitor's booth, but please be mindful of where they are placed regarding aisle interference. No games, raffles, gambling or contests where a fee is involved will be permitted. No contests or games involving food or beverages will be permitted. CCCES is not responsible for the Exhibitor's prize giveaways. Any giveaways must be delivered within the Exhibitor's designated area and cannot take place anywhere else in the convention spaces including outside the Victoria Conference Centre or Crystal Garden.

### **-Flyers or Soliciting-**

An Exhibitor can distribute flyers from their booth area. Soliciting is not allowed anywhere other than the Exhibitor's area. No soliciting in the Exhibition area or on the surrounding grounds.