

## **EXHIBITOR CONTRACT - CONDITIONS/RULES**

**Payment Policy:** By returning this, Exhibitor understands and agrees to pay all listed fees on the "Registration Form." Subletting or sharing of exhibitor space is NOT allowed without the express permission of Bak-Anime. If you reserve a space and do not show, you are responsible for paying the full price of the exhibitor space.

**Refund Policy:** If something unforeseen occurs and you are forced to cancel, you must contact us at least 30 days prior to the day of the show. If you give us less than 30 days notice, we will make every attempt to sell your space to another exhibitor. If we can't resell your space, you are still liable for the full price of the exhibitor space. We will not accept cancellations less than 48 hours before the day of the show.

**California Resale and Sales Tax:** Exhibitors are responsible for the collection and payment of all California Sales Tax. All exhibitors must have a California Resale Certificate. For more information you may contact the CA State Board of Equalization at 1(800) 400-7115 or on the internet at <http://www.boe.ca.gov>.

**Clean Up After Yourself.** The Kern County Fair Grounds requires that we leave their facility "broom clean". Any exhibitor who does not clean up after themselves will be charged an extra \$50 cleaning fee.

**Exhibitor Loading:** Exhibitor set up will be available Friday May 31st, 2024 from 1pm until 6pm and Saturday June 1st, 2024 from 6am until 9:30am. Isles must be clear by 9:30am, Fire Marshall rules.

**Tape on Floors and Walls:** Painters and gaffers tape are the only adhesives allowed on the floors and walls of the Kern County Fair Grounds. The use of any other tape, such as masking, duct or packing tape is prohibited. The repair of any damage done to the walls or floors of the Kern County Fair Grounds by the use of the wrong type of tape or adhesive will be the responsibility of the exhibitor in question.

**Guest Appearances:** We book all guests on a "Good Faith" basis. Sometimes life and deadlines get in the way and they cancel. We do not guarantee the appearance of any guest, but we do everything in our power to get them there. We DO NOT advertise a guest until they have confirmed with us. In the past (as with all shows) there are guests who do not show up. We usually try to compensate with additional, unscheduled guests if time allows.

**Acts of GOD:** By reserving a space and returning this form, you accept that "Bak-Anime", "Bakersfield Comic Con" or any of its agents or employees will not be held responsible for damage, theft or loss of any property, personal or business, left on the premises before, during or after the scheduled show hours. Also, cannot be held responsible for weather, fire, flood, or any act of God, or the City of Bakersfield, or the State of California or Federal Government of the United States emergency that might close the Show down before, during or after show hours. You are responsible for any and all damages caused to any person or to the facility due to malaise, miscommunication and poor booth setup (If you have a box sticking out in the aisle and someone trips and hurt themselves, you, not Bak-Anime, the Kern County Fairgrounds, or the City of Bakersfield are responsible) or reckless or misuse of facility and facility equipment or property.

**Copyright/Video Sales/Bootlegs:** Bak-Anime does not condone the sale of any merchandise that violates US. Copyright laws, nor the rights of the Byrne International Copyright Treaty. Items such as noncommercial video tapes, LD's, CD's, models, t-shirts, trading cards, toys, wall scrolls and posters are protected under paragraph 17, sections 605, 606 of the US. Copyright Law and the Byrne International Copyright Treaty.

**Adult Material:** Exhibitors agree not to sell or distribute any adult/pornographic materials to minors. All "Adult Only" material must be either behind your table or, if displayed on a table or rack in view, covered so that minors may not view or open it. ANY & ALL ADULT MATERIAL DEPICTING NUDITY MUST BE COVERED! A sign may be posted to let customers know you carry this merchandise.

**Weapons Policy:** Exhibitors selling weapons or props such as: swords, knives, stars, air soft guns, plastic pellet guns, wooden katanas, etc. must comply with all Federal, State and Local laws in the sale of these items. All such items must be kept in their packages or "PEACE BONDED" throughout the duration of the show. Any injuries incurred by the misuse of any such item is the responsibility of the Exhibitor, not Bak-Anime, any of its agents or employees, the Kern County Fairgrounds, or the City of Bakersfield.

