

THE EXPO PRESENTS SPX 2008 – EXHIBITOR REGISTRATION AGREEMENT

Enter information as it should appear on the name badge. (Attach as many copies of this page as you need)

EXHIBITOR INFORMATION – CONTENT TO APPEAR ON BADGE AND WWW.SPXPO.COM

NAME:		Check this box if you do NOT want this name listed on the SPX website or in the program guide.
SECOND LINE OF BADGE (optional):		
URL (optional):		
EMAIL (for show updates from SPX):		

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SPX RULES AND REGULATIONS FOR EXHIBITORS - 2008

1. ADMISSIBLE EXHIBITS

a. Products & services: Only companies with products and/or services relating to comic books, comic strips, animation, or other sequential art related popular culture items are eligible to exhibit. No adult materials may be displayed or sold without prior permission from The Expo (please see Section 9). The Expo reserves the right and sole discretion to decide whether your merchandise, products, or services meet this definition.

b. Sales and Use Taxes: Exhibitors returning properly completed registration material that are received by The Expo prior to August 15, 2007 consent to the inclusion of their names, addresses, and telephone numbers in a collective filing with the State of Maryland Office of the Comptroller, Compliance Division, with respect to Sales and Use Taxes. Exhibitors who properly completed registration material is not received by The Expo prior to August 15, 2007 will be responsible for complying with the Sales and Use Taxes of the State of Maryland without the assistance of The Expo. If an Exhibitor does not consent to the filing of its name, address, and telephone number, the Exhibitor will be prohibited for selling products or services at The Expo. Compliance with the Sales and Use Taxes are the sole responsibility of the Exhibitor and The Expo is not responsible for the failure of an Exhibitor to register with the State of Maryland.

c. Subletting: The subletting of exhibit space without the prior written permission of The Expo is prohibited.

d. Staff hours: Exhibits must be staffed by an authorized representative of the Exhibitor during all show hours.

e. Breakdown: You must not break down your display before the exhibit halls close to the public on the last day of the show without the permission of The Expo.

f. Character of exhibits: Character of exhibits is subject to the approval of The Expo and all decisions regarding the display of materials shall rest solely with The Expo pursuant to the standards of conduct set forth in Section 11.

g. Verbal agreements: All agreements concerning exhibit space must be in writing. No verbal agreement—including those involving space confirmation, placement, and payment will be honored.

h. Guarantee of space or placement: Filling out this application is not a guarantee of space or placement. Placement of your booth and/or table is at our sole and absolute discretion. However, we will do our best to accommodate your requests.

2. PAYMENT FOR SPACE

a. General: All monies paid shall be retained by The Expo and are nonrefundable and nontransferable in the event that the Exhibitor fails to fulfill or violates this contract or withdraws from the show after the stated deadline. If an Exhibitor withdraws from the show, or is removed from the show for a violation of this contract, The Expo shall have the right to take possession of said space and lease it to another party.

b. Cancellation: For cancellation of exhibit space prior to September 1, 2008, a refund of monies paid, less \$25.00 for handling will be allowed. There will be no refunds after September 1, 2008. Refunds will be paid as soon as practicable following the last day of the show. To cancel exhibit space, written notice of the cancellation must be received by The Expo by the dates indicated.

3. DISPLAY REGULATIONS

a. Neighboring exhibits: No exhibit may block or interfere with a neighboring exhibit.

b. Booth exhibits: Exhibit fixtures, components, and identification signs will be permitted to a maximum height of 8 feet. No exhibit fixture, components, or identification signs may extend beyond the sides of the exhibit table.

c. Clear aisle ways: No walls, drapes, or other fixtures shall be permitted on the aisle way without prior written consent.

d. Fasteners: No nails or screws may be driven into the floor or the walls. No tape or other form of sticky fastener may be used on the walls. No damage of any nature may be done to any part of the exhibit halls.

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e. Signage: Nothing may be hung from the ceiling or walls per the rules of the Marriott Bethesda North Hotel & Conference Center. All signage must be on easels or on the exhibitor table.

f. Cleaning of exhibit halls: Aisle ways of the exhibit halls will be cleaned each night. The exhibitor is responsible for placing all trash in the appropriate containers.

g. Damages: Any damage caused to the building by an exhibitor or his agent or his employee is the such responsibility of the Exhibitor.

h. Alcoholic beverages: No alcohol is allowed in the exhibit halls during the show or during installation or dismantle that has not been purchased from the Bethesda North Marriott.

i. Smoking: Smoking is permitted by the Bethesda North Marriott only in designated areas. Smoking outside of the designated areas is prohibited.

j. Maintenance: The Exhibitor shall maintain the display in a clean and orderly manner, and shall take such action as may be necessary to prevent injury or damage to any person or exhibits in the exhibit halls.

k. Lights: No strobe or flashing lights are permitted as part of any exhibit display.

4. FIRE SAFETY

a. Display materials: All display material, construction, and decoration of tables and backspace must conform to the local fire regulations.

b. Aisle ways: No item of any type may be placed in the aisle ways.

5. ELECTRICAL MECHANICAL COMPLIANCE

a. Code: Electrical wiring and equipment must be in conformance with all laws and regulations.

b. Noise: Electrical or other mechanical apparatus must be muffled so that the noise does not bother the other exhibitors.

6. LIABILITY

Exhibitor agrees to protect, keep, and save The Expo forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance by the Exhibitor, the Exhibitor's employees or agents, as well as for failure to comply with the terms of this agreement. Further, Exhibitors shall at all times protect, indemnify, save, and keep harmless The Expo against and from any loss, costs, damage, liability, or expense which arises out of or from or by reason of any act or omission of Exhibitor, his/her employees, or his/her agents.

7. EXHIBITOR EVENTS

Exhibitor events must have the approval of The Expo.

8. FORCE MAJEURE

In the event the Marriott Bethesda North Hotel & Conference Center or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, or another such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lockouts, labor disputes, riot, emergence over which The Expo has no control, or should the show decide that because of any such cause it is necessary to cancel, postpone, or re-site the show, or reduce installation time, exhibit time, or move out time, the show shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

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9. DISPLAY OF ADULT MATERIAL

a. Character of exhibits: Character of exhibits is subject to the approval of The Expo and all decisions regarding the display of material with adult content shall rest solely with The Expo. Requests to display or sell adult material must be submitted at least 30 days prior to the show and must include a description of the proposed display, explaining where and how the material will be displayed.

b. Minors: Adult material must not be accessible to minors in any way. No adult material may be sold, given, or distributed to any minor.

c. Display: No exhibitor may display material depicting nudity, or sexual conduct, unless it is blinded (*i.e.*, depictions of nudity or sexual conduct must be covered) or displayed in such a way that it cannot be viewed by minors or from the aisle ways. In particular, adult material on the aisle way must be covered in such a way that is not accessible without the Exhibitor's assistance (*i.e.*, adult material, blinded, could be placed on your table and covered with a sheet of plastic).

d. Relevance of material: Any adult material for sale or display must pertain to comics, animation, science fiction, fantasy, adventure, horror, or other related popular art.

e. Compliance: Failure to comply may result in your arrest and criminal prosecution. We reserve the right to remove objectionable items from display or to take any other actions we deem necessary (see Section 11).

10. VIDEOS; GIVEAWAYS

a. Aisle way interference: Giveaways, video viewings, and demonstrations areas must be organized so as not to interfere with any traffic in the aisle way. Should participants and/or onlookers interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, The Expo may discontinue the activity.

b. Giveaways and Flyer distribution: Giveaways and flyer distribution must take place from within your booth or a designated area only. The Expo may determine in its sole discretion whether or not it will designate a giveaway area.

c. Restrictions on the sale of videotapes/dvds: Exhibitors will not be permitted to display or sell videotapes/dvds unless they are packaged by the copyright holder or an approved license holder. The Exhibitor must be able to provide proper documentation of copyright ownership or public domain status.

11. DISPLAY REVIEW

a. Standards of conduct: The Exhibitor shall not utilize any fixture, device, merchandise, or activity which is illegal, in bad taste, or detrimental to The Expo or the comics industry (as determined by The Expo in its sole discretion). The Expo reserves the right to disapprove the display of any item that The Expo, reasonably and in good faith, determines is not in keeping with the nature, character, or orderly conduct of The Expo, or which is detrimental to the appearance of any other displays or The Expo as a whole.

b. Enforcement procedure: In the event The Expo determines that the Exhibitor is in violation of these Rules and Regulations or The Expo's discretionary standards for acceptable exhibits and merchandise, The Expo shall immediately notify the Exhibitor of the objectionable item or activity. Failure by the Exhibitor to remedy or remove the objectionable item or activity may result in the Exhibitor's expulsion from The Expo and the removal of Exhibitor's entire display.

c. No refund. In the event an Exhibitor is removed from The Expo for failure to abide by any of these rules and regulations or any determination by The Expo, all monies paid by the Exhibitor shall be retained by The Expo and no refund shall be made to the Exhibitor.

12. EXHIBITOR STAFF

a. Appearance: The Exhibitor's staff personnel shall at all times during show hours be dressed neat and clean and shall observe all the rules and regulations of The Expo.

b. Identification: The Expo shall furnish the Exhibitor's staff personnel with such identification passes as may be required for entrance to or exit from the exhibit halls. Such identification passes shall be nontransferable.

c. Compliance: The Exhibitor shall require that all persons connected with the exhibit obey the reasonable requests of The Expo. Failure by any person connected with an Exhibitor to comply with these Rules and Regulations may result in the Exhibitor's expulsion from The Expo.

13. AMENDMENTS

The Expo shall have the full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary and proper at any time without notice to Exhibitors.

14. COMPLIANCE

Failure to abide by any rule and regulation for exhibitors of the Expo may result in the loss of all exhibitor privileges without recourse or refund. Furthermore, exhibitors that have lost their exhibitor privileges will not be permitted to enter the exhibit halls at any time during exhibition hours.