SWAP MEET EXHIBITOR APPLICATION FORM

Herein this contract all Swap Meet participants shall be referred to as SWAP MEET EXHIBITORS/EXHIBITORS

Terms and Conditions:

Animé Los Angeles 19 SWAP MEET is currently scheduled for Thursday, January 4, 2024 -Friday, January 5, 2024, between the hours 8pm - 12am(PDT) in the Seaside Foyer at the Long Beach Convention Center in Long Beach, CA. Swap Meet move-in: 6:00pm; open to public: 8pm - 12am.

Participants may only purchase a maximum of one Table per day.

Swap Meet Check-in:

- Thursday January 4, 2024:
 - Check-in for reservation payment will begin on Thursday January 4, 2024 between 5:00pm - 6:30pm
- Friday January 5, 2024:
 - Check-in for reservation payment will begin on Friday January 5, 2024 between 5:00pm - 6:30pm

Check-in, payment, and table selection will take place in the Show Manager A office located just left of the entrance to Exhibit Hall A.

<u>Waitlist</u>: Waitlist participants will be contacted on respective reservation dates (Thursday January 4, 2024 and Friday January 5, 2024) at 6:30pm, if confirmed Swap Meet participants reservations become forfeit.

Swap Meet Exhibitor Space:

Each Swap Meet Exhibitor space includes: One (1) eight-foot (8') table

Two (2) chairs

<u>Additional Items</u>: There will be no additional amenities provided outside of Swap Meet Exhibitor space.

<u>Swap Meet Exhibitor Space Location</u>: This will be based on a first come first served basis and may be subject to change based on Animé Los Angeles staff instruction/safety protocol.

Swap Meet Exhibitor Space will be confirmed only after appropriate payment has been received by Animé Los Angeles. If payment is not received by the end of Check-in Window on the respective reservation day, the reservation will be released to Waitlist

participants (Swap Meet registration will accept CASH ONLY).

Swap Meet Exhibitors MUST be checked in and booth(s) set-up by 8pm. ANY Swap Meet

Exhibitor not checked in and table set up by that time will forfeit their table space with no refund. <u>Badges</u>:

All Swap Meet Exhibitors must have a valid Animé Los Angeles badge for the day(s) they wish to exhibit.

Configuration of Booth Space:

Swap Meet Exhibitor can configure its Exhibitor Space, if Exhibitor property and displays do not extend and intrude beyond the assigned space or violate any other applicable provision of this contract. Swap Meet Exhibitor will keep its Exhibitor Space clean and is responsible for any damage to its Exhibitor Space. Swap Meet Exhibitors shall construct its exhibits to comply with the Americans with Disabilities Act. Additional Costs: Any Additional Costs incurred by Animé Los Angeles from the convention center and/or decorator for any Swap Meet Exhibitor requests will be passed through to the Exhibitor and billed immediately. All such amounts are due immediately upon receipt of invoice.

Swap Meet Exhibitors shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules).

Display and Media Regulations:

<u>Visuals</u>: Swap Meet Exhibitors who display videos in their Exhibitor Space must only have licensed material for sale or for display. Video rating will be no higher than the equivalent of PG-13 for all such videos.

<u>Audio</u>: Swap Meet Exhibitors may not play any audio at a volume that would disrupt conversation or other exhibitors or attendees. Licensed audio may not be played without appropriate licensure (ASCAP, BMI, SESAC, etc).

<u>Weapons</u>: Swap Meet Exhibitors may not sell or display firearms or replica firearms that can be confused for real weapons (including airsoft

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guns, BB guns, cap guns, paintball guns and pellet guns). Prop firearms must be at least 50% "safety" color, not just the tip. No functioning projectile weapons may be sold or displayed, including water pistols, silly string guns, and ping

pong pistols. Bladed weapons may not be sold or displayed, even if the blade has been dulled. Explosives or chemicals of any kind including, but not limited to, smoke powder, sparklers, and fireworks, are not permitted at any time. Exhibitor who sells any adult material will ensure that such material is out of reach and eyesight of minors. Exhibitor will check ID for all sale of adult material.

Exhibitor may not nail, tack, staple, or otherwise fasten anything to the walls or air walls in the Exhibit Hall.

Exhibitor will be responsible for any Additional Cost incurred because of a failure to comply. *Sub-Licensing*:

Exhibitor shall not sub-license, assign or otherwise permit any person to occupy, Exhibitor's booth or Artist Table, or any part thereof, or use the booth for the exhibition of anything not specified in this License. This includes Reselling or Transferring of space. In the case of multiple parties sharing one exhibit space, the person whose name appears of this contract assumes full responsibility for that space as specified here. Animé Los Angeles rulings in its sole discretion shall in all instances be final regarding use of any exhibit space. Swap Meet Exhibitor is responsible for ensuring that their Exhibitor Space is returned to the condition in which it was issued, with all personal items removed, no later than (1) hour after the close of the Swap Meet each night. Merchandise:

Licensed: Exhibitor represents, warrants, and agrees that all merchandise on display or for sale are licensed for sale by original copyright and/or trademark holders and/or manufacturers. Bootlegs: Exhibitor may not display or sell any unlicensed merchandise, also known as Bootlegs. Sale or display of unlicensed merchandise is subject to a cease-and-desist

warning. Failure to comply is subject to expulsion and Exhibitor will forfeit their Costs for

the Exhibitor Space. "Bootlegs" refers to any item of display, sale, or distribution that has not been authorized by their respective copyright or trademark owner. *Scheduling*:

Animé Los Angeles 19 is currently scheduled for January 4-7, 2023, at the Long Beach Convention Center in Long Beach, California. In the event this date and or location is changed Animé Los Angeles will make every effort to notify all participants (attendees; exhibitors; volunteers; etc.) as soon as possible. All registration fees including all fees for exhibitor space will automatically be transferred to the new dates and or location. We are unable to offer refunds. Completing this registration constitutes acknowledgement and acceptance of these terms.

Special Activities and Guests:

Any special activities including but not limited to signings or other special appearances by guests invited by the Exhibitor must be approved in advance by Animé Los Angeles.

<u>Legality</u>:

All Exhibitor and any authorized agents of Exhibitor must comply with the laws of the United States as well as any applicable state or local laws and will obtain any necessary licenses or permits with respect to their activities.

Exhibitors agree to defend, indemnify, and hold Animé Los Angeles and the California Anime Foundation, its officers, and volunteers harmless from all claims, injuries, damages, losses or suits including attorney's fees which may arise out of or in connection with the performance of this agreement.

Animé Los Angeles works with content producers and rights-holders to act against the display for sale of any "grey market" or "bootleg" materials and merchandise by Exhibitor. Animé Los Angeles will comply with a valid takedown notice furnished by a rights-holder, and Exhibitor must be prepared to provide

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documentation to establish the legitimacy of any disputed goods.

Animé Los Angeles reserves the right to remove from the convention any Exhibitor at our sole discretion.

Additional Venue Regulations:

<u>Smoking</u>: The State of California does not allow smoking inside public areas.

Per Convention Center policies, no outside food or beverage is allowed in the convention center unless contracted separately with the venue. Exhibitor wishing to sell food and or beverage must contract with the convention center directly

Authorized Signature:

after confirming their booth space with Animé Los Angeles.

Additional fees apply.

COVID-19/pandemic restrictions:

While we all hope that there will be no restrictions in place by the time of Animé Los Angeles 19, completion of this exhibitor agreement constitutes agreement that you will abide with any restrictions (proof of vaccination; masking; etc.) that are in place at the time of the event. Please remember there are no refunds.

By signing this application, I hereby acknowledge that I have read and understood the above terms for Exhibitors at Animé Los Angeles 19 and hereby agree to be bound by and comply with the terms of this Exhibitor agreement. I further acknowledge that failure to abide by these terms for Exhibitor at Animé Los Angeles 19 may result in the loss of my Exhibitor privileges without recourse or refund. Booth Space location in the Swap Meet is not guaranteed past the type of space requested and paid for.

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