



Mizucon 2010

Dealers Room Packet

For more information please contact:

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MIZUCON
AUGUST 20-22, 2010
HYATT REGENCY MIAMI

MIZUCON is a member of the GE2 family of events and services.

This AGREEMENT made this _____ day of the month of _____, 20,____ between Gamers Evolution Expo, LLC (sponsor) and _____ (vendor)

Vendor's Trade Name: _____

DBA: _____

Legal Business Owner: _____

Business Addr: _____

Business Ph# : _____ Fax #: _____

Email: _____ WebSite: _____

State Sales Tax ID#: _____ Federal Tax ID#: _____

**Methods of payment accepted: Cashiers Check, Money Order, Credit Card or PayPal
(US Funds ONLY)**

Payment can be mailed to:
MizuCon C/O Jo Stodghill
1275 Taramore Dr.
Suwanee, GA 30024

If making Payment ONLINE, PLEASE REMIT TO:

<http://mizucon.eventbrite.com/>

1. Each Booth will have a fixed space of 8' x 8' @ a cost of \$300.00
2. Exhibitor badges will be granted as follows: 3 Badges for each 8' x 8' space purchased for a maximum of 6 Badges TOTAL. Additional badges can be purchased at the rate of \$10 each. Each Vendor is responsible for securing badges for their staff.
3. Upon signing this agreement, 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 signed below:

VENDOR _____ POSITION _____ DATE _____

GE2 LLC REPRESENTATIVE _____ POSITION _____ DATE _____

MIZUCON 2010

Exhibition Contract Terms and Conditions

This Document forms the basis of an agreement between Mizucon, and the vendors who wish to sell merchandises or services at MIZUCON, herein known as vendors. MIZUCON 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 MIZUCON shall be termed to mean the individual or individuals assigned by the board of directors of MIZUCON as Vendors' Room Liaisons.

1) (a) MIZUCON has contracted with the Hyatt Regency Miami ("HRM"), 400 SE Second Ave Miami, FL. 33131 and pursuant to the terms of that contract has the authority to provide a conference room and vendor tables for the convention. MIZUCON shall be responsible for all monies owed to HRM pursuant to the terms of its contract therewith. Vendor hereby enters into a contract with MIZUCON for vendor space at the show or show. MIZUCON shall be responsible for coordinating with HRM the preliminary setup for the convention. Vendor agrees to contact HRM for any usage of telephone access and electricity in the exhibit hall, and will pay for any charges, if any. MIZUCON will not be held liable for any fees for electricity and/or telephone access in the exhibit hall.

(b) MIZUCON agrees to provide 8' x 8' vendor booths and passes into the convention. MIZUCON agrees to make said booths and exhibit space available to the Vendor by no later than 10:00 PM on Thursday, 08/19/2010. Vendor agrees to vacate convention hall premises by no later than 5:00 PM on Sunday, August 22, 2010.

2) **MIZUCON makes no representations or Guarantees as to the number of attendees and/or customers who will be in attendance.**

3) Subletting of tables is not permitted.

4) **Each application will be processed on a first come - first service basis. Applications submitted without payment are not considered "please hold a table for me". Payment must be made at time of submission.**

5) Vendor shall be responsible for the actual setup of its displays. MIZUCON 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.

6) MIZUCON, upon request, agrees to limited assistance in loading and unloading Vendor's materials and to assist with setting up of tables.

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

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

9) Vendors may play audio devices at moderate volume. MIZUCON reserves the right to determine the definition of 'moderate volume.' Furthermore, MIZUCON also reserves the right as to what audio content may be played during the hours of operation of the Vendors' Room.

10) The Vendors' Room shall be opened for the following hours:

Thur
6:00 PM–12:00 PM Dealers Room Set-Up
Fri
1:00 PM Dealers Room Set-Up
3:00 PM -8:00 PM Dealers Room Hours
Sat
10:00 AM Dealers Room Set-Up
11:00 AM -8:00 PM Dealers Room Hours
Sun
11:00 AM Dealers Room Set-Up
12:00 PM -4:00 PM Dealers Room Hours

All vendors must vacate the Vendors' Room with their staff and property by 5:00 PM on Sunday, August 22, 2010.

12) All vendors must claim their tables before Friday 8/20/2010 by 10:30 PM. (unless prior arrangements have been made with Convention Liaison) Tables, which have not been claimed by that time, may be resold at the sole discretion of MIZUCON. Vendor agrees to hold the convention harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled tables.

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

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

- 15) 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. MIZUCON reserves the right to inspect and/or eject questionable material at any time.

This includes, but not limited to, the following products:

Bootlegged videos, Fan-subbed videos, Bootlegged (burned) audio CDs, VCDs, and DVD's, Burned or Bootleg video games (e.g. Playstation, Dreamcast) ,Bootleg Carts (e.g. Nintendo GBA), Plushies , T-Shirts or any items which MIZUCON deems to be illegal.

- 16) Vendors shall not display material which is deemed offensive or inappropriate. MIZUCON 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.
- 17) All ejected vendors are still subject to state law in which the MIZUCON sponsored event resides with regards to tax collection.
- 18) 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.
- 19) Vendors are expected to follow the same rules of behavior as the rest of the convention attendees during off-hours. Any Vendor ejected from the convention during those hours must leave immediately the next morning during the set-up time.
- 20) Vendors will have thirty (30) minutes to close down for the night each evening. After the thirty minutes, the room will be locked. Under no circumstances will it re-open until the posted time the next morning.
- 21) 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 MIZUCON nor HRM will obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.
- 22) MIZUCON will provide after hours security on premises.
- 23) Vendors shall keep all designated areas clean and will not nail, screw, or attach anything to the exhibit hall space.
- 24) All displays, chairs, tables and merchandise must be maintained within Vendor's designated area.
- 25) There will be no consumption or possession of alcoholic beverages in the Vendors' Room.
- 26) 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 MIZUCON is **NOT** allowed during the weekend of any MIZUCON 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.
- 27) Vendor will hold harmless MIZUCON 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 MIZUCON or event facilities, or from theft, fire, water, accident, or any other cause whatsoever.
- 28) MIZUCON 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.
- 29) 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.
- 30) All Vendor space is on a first come first paid basis.
- 31) The addition of any extra charges to be incurred (i.e. Phone, Drayage) Will be made available via an addendum provided by MIZUCON upon request or until an updated information is made available to vendors.