

RAGECON Exhibitor Agreement:

- Registration Fees are due by May 28, 2019 or they will be subject to a late fee.
- Canopies are allowed in the vendor area if preapproved.
- You may NOT hang signs or merchandise directly on the walls at Circus Circus Reno, even with removable hangers. Please make arrangements for other display options.
- All exhibitors are responsible for sales tax on items sold (8.265%) with rate subject to change and will fill out a mandatory Reno Business Fee application form at the conclusion of the convention.
- Food items are not allowed even if prepackaged per the Hotel's policy.
- The following items are **not** permitted to be sold: alcohol, illicit drugs, prescription drugs, paraphernalia, pornography or sexually implicit material, weapons including but not limited to guns, knives, swords, bows and arrows, and alcohol.
- Exhibitors must remain open during vendor room hours. Failure to do so will result in a fine and NOT being welcome at future events. You will also be asked to set back up if you start to tear down early.
- There will be no rain dates, and no refunds will be given for weather related issues.
- Withdrawal requests must be submitted in writing no later than 30 days prior to the event to receive a 50% refund. No refunds will be made after this date unless space can be resold.
- Booth assignments and set up instructions will be sent to you prior to the event.
- RAGECON LLC will not be responsible for loss, theft, or damage of any items you have brought to the show during the event including non-operational hours.
- Vendor room will be secured from any entry during non-operation times and guarded by hotel security. Please make sure to take all belongings needed when leaving vendor room as it will only be open during vendor room hours.
- There will be an additional charge \$15 for City of Reno Business Fee for Vendors that do NOT have an existing City of Reno Business License. If you have a Reno Business License please provide it when registering or you will need to add this additional fee required by the City of Reno Business Office.
- Vendor space will not be finalized until all applications are received, but you may request a particular space but that does not guarantee the space will be granted. We do our best not to place similar items next to each other and to variety based on booth content.
- The term "RAGECON" is synonymous with RAGECON LLC, it's trustees, representatives, employees, and agents.

Facility Usage and Hold Harmless Agreement

I/We the undersigned authorized representatives(s) shall be using the building and grounds of **Circus Circus Reno** on June 28-30, 2019 for the purpose of sales and exhibition of arts and crafts and goods herein referred to as "the activity."

I/We understand and agree that neither **Circus Circus Reno or RAGECON LLC**, nor its trustees, representatives, employees, or agents may be held liable in any way for an occurrence in connection with the activity, which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not.

As part of the consideration for being allowed to use said facility, building, and grounds, as well as all appliances and fixtures in the activity, I/we hereby assume all risk in connection with participation in the activity. I/We understand that the facility furniture and fixtures may be moved and used only with permission and that I/We will be held responsible for any damage that occurs due to negligence or irresponsibility on my/our own part. I/We further release **Circus Circus Reno and RAGECON LLC**, its trustees, employees, agents, or representatives for any damage that may occur while participating in the activity. I/We further agree to save and hold harmless **Circus Circus Reno and RAGECON LLC**, its trustees, employees, agents, or representatives from any claim by the undersigned member of the organization, their estates, heirs, or assigns arising out of or participation in any form or fashion in the activity. I/We also authorize **Circus Circus Reno and RAGECON LLC**, its employees or agents to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in the activity.

I/We further state that I/we are authorized to digitally sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have digitally signed this document of my/our own free act and volition by accepting these terms when registering. I/We further state and acknowledge that I/we have fully informed myself/ourselves of the content of this affirmation and release by reading it before I/we digitally signed it.

Exhibitor Booth & Staff Appearance

Standards will be determined by the RAGECON staff. These guidelines are meant to maintain RAGECON as a professional show and to comply with the Fire Safety Code. This includes but is not limited to the following.

- All tables must be covered with the covering reaching the floor if it will be visible to the public.
- All products must be either properly displayed or if still in boxes it must be covered.
- All trash, especially empty boxes, must be properly stored until properly disposed.
- All booths must have an exhibitor staff member in them at all times while the Exhibitor Hall is open.
- No clothing with profanity or lewd behavior is allowed.
- No booth display may be higher than 12'. Sponsors can request to go over this height. All displays over 12' height must be pre-approved by the Director.
- No Exhibitor's display shall be permitted to interfere with or limit visibility of any other exhibitor's display.
- In a linear booth, the back side of any structure over 8ft must be free of trademarks, graphics and/or logos.
- Lighting, music & sound effects must be pre-approved by RAGECON staff. If you violate during show, you must take it down.
- As a matter of safety and courtesy to others, exhibitors should conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each exhibitor to arrange displays, product presentation, audio visual presentations, and demonstration areas to ensure compliance.
- Fire hoses, extinguishers, and audible or visual devices for fire alarms should be visible and accessible at all times.
- No Exhibitor shall use any flammable materials in its display and all exposed surfaces must be finished or draped using flameproof material.
- Display of products or distribution of literature or promotional material in the aisles, meeting rooms, registration lobby, parking lots, or any area other than Exhibitor's Space is strictly prohibited without prior written approval of Atlantis and RAGECON.

Exhibitor Badge Registration

Each exhibitor may register, at no additional cost, up to two Exhibitor Badges per space purchased. Exhibitor Badge holders must be for working exhibitors. Additional badges beyond the badges included with their booth purchase may be registered at a cost of \$10 per badge.

Exhibitor Cancellation Policy

If an Exhibitor needs to cancel their appearance at RAGECON there is a 50% cancellation charge if RAGECON is notified up to 30 days prior to the show, May 28st, 2019. If RAGECON is notified in less than 30 days, after May 28, 2019 or later, then there is no refund unless their booth space is resold. If resold, then the Exhibitor will receive a 50% refund. All refunds will be determined at the discretion of RAGECON's Director regardless of the cancellation date. RAGECON can re-sell your booth space without reimbursement if the exhibitor does not show up by Friday June 28nd by 12:00pm.

Unload & Load Out

The docks and loading ramps will be controlled by Circus Circus Reno with help from the RAGECON Staff and Hotel Staff. All vehicles will unload and drop off their product at their booth, then move their vehicle and return to set up their booth. Unloading will be monitored by security and the service contractor.

NOTE- No dollies, hand trucks or carts will be provided by the service contractor.

Sponsors will also have priority access to unloading on the docks. Any vehicle found in the dock without permission will be removed at the owner's expense. Any exhibitor who is found to be loading/unloading in an unsafe manner will be given a verbal warning. A second violation will possibly result in the show management removing the exhibitor from the show with no refund.

RAGECON Terms & Conditions

RAGECON reserves the right to reject any exhibitor's application, for any reason, as it sees fit.

Application Fees, Booth Specifications and Services

- 1.** Companies, organizations or individuals selling or promoting products or services at RAGECON must rent exhibit space and must confine such activities to the space so rented and any detached demo space designated by RAGECON as belonging to the exhibitor. Violating this rule is cause for expulsion from RAGECON without rebate fees. Exceptions to this requirement must be obtained in writing from RAGECON prior to the start of the event.
- 2.** Exhibit space assignments will be confirmed only when RAGECON receives full payment and this signed agreement. Final cost of all exhibit space is determined by the postmark date of the final and full remittance. All booths must be paid in full a minimum of 30 days before the start of the show. Failure to pay in full prior to 30 days before the start of the show will result in your booth space being released and your deposit being forfeited.
- 3.** The exhibit rental fee for each booth are only refundable, less a 50% cancellation charge, provided that RAGECON receives written notice of intent to cancel no less than 30 days prior to the start of RAGECON. Rental fees are not refundable under any other circumstances. Exhibitors must move into their assigned space 60 minutes before the stated opening of the Exhibitor Hall to the public. In the event an exhibitor fails to occupy its space, RAGECON has the right to use said unoccupied space to suit its own convenience, including renting said space to another exhibitor, without rebate or allowance due to the defaulting exhibitor. Exhibitor agrees that if any default is made in any covenant or agreement contained herein, at the option of RAGECON, the contractual relationship shall cease and terminate. In such event, RAGECON may resort to legal proceedings to obtain possession of exhibitor's exhibit space. RAGECON assumes no responsibility for having included the name of the defaulting exhibitor, or descriptions of its products or services, in the RAGECON program book, brochures, news releases, or other RAGECON related materials stated herein, and all applicants hereby irrevocably grant RAGECON the right to use their name or description of their products and services in its marketing effort.
- 4.** Exhibitor may not begin dismantling any display before the official close of the RAGECON Exhibitor Hall at 5 pm, Sunday, June 30, 2019. Dismantling prior to the official close of the Exhibitor Hall will result in a \$100 charge.
- 5.** Exhibitors using their own displays are responsible for arranging and paying for all transfer and storage fees, all labor and equipment rental necessary to assemble and dismantle said display, and all costs related to moving said display in and out of the exhibit area and the show site.
- 6.** RAGECON reserves the right to require the alteration or removal of any article or activity brought into the exhibit area that is deemed objectionable in nature or offensive, and shall not be held liable for loss, damage or injury resulting from alteration, omission, or rejection of said material. Exhibitors agree to indemnify, defend, and hold RAGECON LLC harmless against any and all claim for such loss, damage, or injury. Exhibitors will be given a reasonable period of time in which to consider any changes required by RAGECON, and may withdraw material so altered if the exhibitor finds such changes unacceptable.

Exhibit Operation

- 1.** Organizer retains the exclusive right to revise the Show Floor Plan and/or move Exhibitor as necessary. Management reserves the right to move or remove Exhibitor or Exhibitor's display for the good & welfare of the Show. Management shall be entitled to close an exhibit at any time for failure by any Exhibitor or any of its officers, agents, employees, or other representatives to perform, meet, or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any fee.
- 2.** No mechanical, electrical, or other apparatus will be allowed to create noise or otherwise interfere with other exhibitors in any way as solely determined by RAGECON. Any exhibitor who fails to regulate such apparatus when so asked by RAGECON will be removed from the exhibit area.
- 3.** Exhibitors may post and distribute promotional materials only from within their paid areas. All such material must meet the RAGECON Staff's standard of good taste. See the below section for Standards and Practices. Exhibitors, their agents, or employees may not affix promotional materials to the RAGECON site buildings, and exhibitors are not allowed to distribute materials that encourage the public to affix such materials to buildings.
- 4.** Exhibitors agree to participate in all prize redemption, coupon promotions, and promotional programs out lined on RAGECON's website, e-mailed to exhibitors from time to time, or in the Exhibitors Handout distributed at the show.
- 5.** Exhibitors may not engage in live-action gaming activities or promotional activities that pose any potential injury to participants, bystanders, or fellow Exhibitors without prior approval from RAGECON. Exhibitor may not block aisle ways. If it is an Exhibitor's intent to draw a crowd or form a line, provision must be made for that crowd or line to be able to stand within the confines of the Exhibitors rented space, not in the surrounding aisle ways, unless specifically arranged in advance with RAGECON.
- 6.** No self-adhesive decals or balloons are permitted without prior written consent from RAGECON and facility management.

Security and Liability

- 1.** Exhibitor is solely responsible for paying all applicable city, county, state and federal taxes on sales and promotional activities at RAGECON.
- 2.** RAGECON will arrange for personnel to control access to the Exhibitor Hall, but is not responsible for any injury to exhibitor's agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to said RAGECON. Exhibitors hereby expressly agree to indemnify and hold harmless RAGECON against any and all claims for such loss, damage, or injury.
- 3.** Exhibitors are required to insure their own exhibit and display materials. In the event RAGECON or the owners of the convention site shall be held liable for any reason that might result from and exhibitors action or failure to act in any manner whatsoever, such exhibitors shall reimburse RAGECON and/or the convention site owners for all costs and resulting liability.
- 4.** Exhibitors are fully responsible for any loss, damage, or injury to the convention-site owners or its personnel resulting from exhibitor's displays, actions or their staff's actions. Exhibitors are fully responsible for any loss, damage, or injury to RAGECON attendees resulting from exhibitor's displays, actions, or their staff's actions.
- 5.** Exhibitors are liable to the convention services firm for any and all damage, from whatever cause, to rented or leased table equipment and shall indemnify, defend, or hold harmless RAGECON against any and all claims or suits for such damage.
- 6.** Exhibitors are required to provide proof of liability insurance to RAGECON.
- 7.** RAGECON reserves the right to cancel arrangements or contracts, or close an exhibit whenever it is deemed necessary for the safety or comfort of those, attending RAGECON, whenever the exhibit, activity, or material sold are objectionable or offensive. To the average person attending RAGECON, whenever legal conditions, convention policies, or requirements of the convention site so dictate, or whenever portions of the convention site are destroyed or damaged. Likewise RAGECON reserves the right to cancel arrangements or contracts, or close an exhibit, if RAGECON fails to take place as scheduled, is interrupted and /or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lock out, act of war, act of God, emergency declared by a government agency or RAGECON Staff, or for any other reason that terminates this contract. In the event of such termination, exhibitors waive all claims of damages and agree that the sole liability of RAGECON shall be the display space rental fee paid, less a pro rata portion of all costs and expenses incurred and committed to by RAGECON Staff.
- 8.** RAGECON reserves the right of editorial discretion over any material submitted as RAGECON program advertising. Exhibitors must follow the currently published Standards and Practices which are in this packet and are updated from time to time.
- 9.** Exhibitors will comply with all laws of the United States as well as all applicable state or local ordinances, rules, and requirements of police and fire departments or other authorities of such jurisdictions; will obtain all necessary permits and licenses with respect to its activities; and will not do or suffer to be done anything during the term of this agreement in violation of any such laws, ordinances, rules or regulations. If the attention of said exhibitors is called to any such violation committed by said exhibitors, or committed by any person employed by or admitted to the premises by the exhibitors, said Exhibitors will immediately desist and correct or cause to be corrected such violation. Exhibitors agree to indemnify, defend, and hold RAGECON harmless from any and all costs, suits, and legal proceedings alleging violations of any such law or regulation.
- 10.** Use of any product by any exhibitor, employee, or agent thereof containing the RAGECON trademark, the RAGECON logotype, or other trademarks owned by RAGECON is prohibited without the express, written permission of RAGECON. Exhibitors agree that if any materials making such unauthorized use appear at the convention, RAGECON shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.
- 11.** All matters and questions not covered by this application and these terms are subject to the decision of the Organizer. Exhibitors agree to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by RAGECON.

Standards and Practices

Please remember we are a family friendly show. RAGECON retains the right to judge if images or art is acceptable or not, regardless of your interpretation.

- 1. Profanity** – The gratuitous use of profanity and symbols considered vulgar by contemporary standards of a products target market is not acceptable unless integral to a character or story. At the sole discretion of RAGECON Staff, such material may not be advertised, displayed, or sold at RAGECON.
- 2. Violence and Gore** – Products depicting lurid scenes of excessive bloodshed, gory or gruesome crimes, depravity, lust, filth, sadism, or masochism, presented editorially or graphically, are unacceptable. Products featuring depictions of unnecessary violence, brutality, physical agony, and gore, including but not limited to, extreme graphic or descriptive scenes presenting cannibalism, decapitation, evisceration, amputation, or other gory injuries, may not be advertised, displayed or sold.
- 3. Sexual Themes** – Displays containing items and/or sexual themes are not permitted. (Products depicting rape and graphic lust may not be advertised or sold. Products featuring sexual perversion and/or sexual abnormalities are unacceptable for advertising, display, or sale.)
- 4. Nudity** – Displays or advertising containing nudity are not acceptable. Degrading or salacious displays are unacceptable. (Explicit depictions or facsimiles of reproductive organs are not permitted.)
- 5. Affliction** – Advertising or selling items containing disparaging graphic or editorial references to physical afflictions, handicaps, or deformities are not permitted.
- 6. Supremacy** – Advertising or selling products that depict minority and/or nationalities as inferior to other races is not permitted.
- 7. Religion and Mythology** – Actual, current religions are not to be depicted, ridiculed, or attacked in any way that promotes disrespect. Ancient or mythological religions, such as those prevalent in ancient Greece, Roman, and Norse societies, may be portrayed in their historic roles. Satanic symbols, rituals, and phrases are not permitted in any advertisement or display.
- 8. Unacceptable Activities** – Actual rituals (spells, incantations, sacrifices, etc.) weapon designing, the use of illegal devices, and activities of a criminal or distasteful nature may not be presented in ads, displays, or conducted onsite.
- 9. Addictions** – Addictions of any kind should not be presented as glamorous or entertaining. Addiction or the encouragement of addiction should be shown as a dangerous habit with harmful effects.
- 10. Wearing and Selling Costumes or Weapons** – Advertising, wearing, and selling costumes is permitted if they are in good taste and do not present a hazard to others such as sharp edges or protrusions (As determined by the RAGECON Staff). All twentieth century uniforms are prohibited from the convention. Uniforms of those currently on active duty in the military are exempt, assuming they are properly attired. No one may carry weapons or weapon replicas.
- 11. Video Reproductions** – You must be officially licensed to sell videos. Sales of reproductions (bootlegs) will not be tolerated. RAGECON will prosecute or see that you are prosecuted to the extent of the law.
- 12. Compliance** – All exhibitors and advertisers are obligated to comply with these standards. Failure to comply will result in the refusal of advertising materials, alteration or removal of unacceptable products/activities, or closure of non-complying exhibits/displays. In this case, no refunds will be issued for exhibit space or badges.