



TULARE SCI-FI CON

**A Pop Culture Convention
To Benefit Social Services Program for
Homeless Children and their Families**

**In Association With
Make The World A Better Place Foundation**

EXHIBITOR'S GUIDE

March 7-8, 2015

**International Agri-Center
Tulare, CA**

TULARE SCI-FI CON

TSFC Board:

Derek Mazer
Exhibit Director
559-303-0156

Crystal Boling
Finance Director
559-991-5496

Philip Cable
Program Director

Belinda Cable
Promotions Director

TSFC Coordinators

Charles Boling
Facilities

Bette Standerfer
Volunteers

Charity Sponsor

Make The World
A Better Place
Foundation

501(3c) Tax ID:

47-1968320

WELCOME,

Thank you for choosing to exhibit at the Tulare Sci-Fi Con. This guide contains important information on exhibiting at the convention. Within these pages you will find rules and guidelines that will allow you to prepare for the event and minimize any onsite surprises that may occur. Our staff is dedicated to the success of this event and is aware of how important the show is to each of our exhibitors.

Exhibit Space

The Tulare Sci-Fi Con exhibit hall offers two types of exhibit space:

- a. **Booths** (for our retailer's, concessions and entertainment)
Each booth consists of a space approximately 10' X 10' with 8' back drape and 3' pipe and drape side rails, one 8' x 2 ½' (not covered) table and two chairs. Exhibitor **MUST** bring table drape for each table exhibited. Carpet (not available) and electricity not included. Allotted space may increase at TSFC discretion.
- b. **Tables** (for artist's, celebrities, fan clubs, non-profit and press)
A single table consists of one 8' x 2 ½' (not covered) table and two chairs. Exhibitor **MUST** bring table drape for each table exhibited. Carpet (not available) and electricity not included. Allotted space may increase at TSFC discretion. Back 8' drape and 3' pipe will be provided **if** available by venue.

Electricity (20amp or 60amp circuit) and one (1) extra table per booth are available for purchase via the exhibitor's registration form.

Parking

All exhibitor's will park and register inside the complex. Enter through "*Gate B*" and proceed to "*Gate 3*". Your name **MUST** be on the gate list to enter through the exhibitor's gate. Once verified, proceed down "*Media Street*" to the "*Pavilion C*" (Exhibitor's Registration). Follow the parking attendants who will guide you to an available parking spot and direct you to the registration area. Exhibitors will **NOT** be allowed to drive into the building to offload, you will be able to park near the entrance to offload and then re-park the vehicle in the exhibitor parking area.

Special Guest

We are working very hard to get some very special guests to appear at Tulare Sci-Fi Con, keep an eye on our website for the most up to date information.

TULARE SCI-FI CON

TULARE SCI-FI CON SUPPLEMENTAL TERMS AND CONDITIONS

These supplemental terms and conditions for Tulare Sci-Fi Con are to be applied in conjunction with the General Terms and Conditions executed by Exhibitor and TSFC. The General Terms remain in full force and effect. All capitalized terms used herein, which are defined in the General Terms, shall have, for all purposes hereof, the respective meanings given them in the General Terms. The General Terms and Conditions are reprinted on page 8 and are printed on the back of the Tulare Sci-Fi Con Exhibitor Application.

1. Contract Acceptance

All agreements concerning exhibit space must be in writing. No verbal agreements – including those involving space confirmation, placement and payment – will be honored.

2. Refunds

All monies paid shall be retained by TSFC and are nonrefundable and nontransferable in the event that the exhibitor fails to fulfill or violates this contract or withdraws from the convention after the stated deadlines.

3. Exhibit Space Occupancy

If the exhibitor fails to submit space payments by the specified times, TSFC shall have the right to take possession of said space and lease it to another party. Exhibits must be staffed by an authorized representative of the exhibitor during all convention hours. Exhibitors may store one day's worth of stock in their exhibits. Exhibitor events that conflict with the convention or convention hours must have the approval of TSFC.

4. Observance of Laws and Pavilion Regulations

No alcohol is allowed in the Exhibit Pavilion/Facility during the Event, its installation or its dismantling. There is no smoking allowed in the Exhibit Pavilion/Facility at any time.

5. Restrictions on the Sale of Videotapes/DVDs

Sale and display of videotapes and/or DVDs is not allowed unless they are packaged by the copyright holder or an approved license holder. The vendor must be able to provide proper documentation of copyright ownership or public domain status.

6. Utilities

TSFC shall use all proper and reasonable care to have all power, air, water and gas services installed prior to the Event. TSFC, however, shall not be responsible for late installation or interruption of any such service.

7. Assumption of Risks; Force Majeure

In the event that, due to circumstances beyond the reasonable control of TSFC: (a) the Event is postponed, cancelled (in whole or in part) or moved to a different location; (b) the Exhibit Facility or its exhibitor area is unavailable (in whole or in part); or (c) the installation, exhibition or move out time for exhibits is reduced, there will be no refunds (in whole or in part) of exhibitor or advertisement fees. For purposes of this section, the term "circumstances beyond the reasonable control of TSFC" shall include, but is not limited to: power outage, fire, earthquake, flood, or other weather conditions, labor dispute or strike, war, riot, act of public enemy, acts of violence by third parties, governmental and municipal acts or ordinances and other acts of God.

8. Display Regulations: Use of Aisles and Common Areas

A. When the exhibit floor is open to the public no handcars of any type will be allowed on the exhibit floor. No handcars are allowed in the lobby at any time.

B. No exhibit may block or interfere with a neighboring exhibit. Booth exhibit fixtures, components, merchandise and identification signs will be permitted to a maximum height of 8 feet. Sidewalls may not extend more than 5 feet from the back wall. All display fixtures over 4 feet high must be positioned at least 3 feet off the aisle to avoid blocking the line of sight to a neighboring exhibit.

C. For table exhibits, fixtures, components, merchandise and identification signs will be permitted to a maximum height of 8 feet.

Exhibit spaces must be set up so that the long edge of the table remains parallel to the aisle and 4 feet from the back wall or drape of your space. Table exhibitors on the end may purchase a table to create a closed corner if they will be able to access their booth without entering their neighbor's space. No portion of the table may protrude into any aisle during convention hours.

D. Any exhibitor with an exhibit over 400 square feet (four booths) will be required to submit a floor plan 15 days prior to the convention.

E. All tables on the aisles of the Exhibit Facility exhibit floor must be draped (to the floor) covering the table and what's underneath in the front. Drapes may not be pulled up to sell or display merchandise. No drape on an aisle may be removed during the convention.

F. No walls, drapes or other fixtures shall be permitted in the aisles without prior written consent from TSFC.

G. Nothing may be hung from the ceiling or pillars without prior written consent. All signs must have written approval from TSFC prior to installation. All signage directly adjacent to another exhibitor must be single-sided.

H. No food may be given away or sold from any exhibit without prior written approval. No chewing gum or stickers will be allowed at the Event for sale or as promotional material.

I. No strobe or flashing lights are permitted as part of any display exhibit.

J. No helium balloons or helium filled products, displays or advertisements will be permitted in the exhibit hall without prior written permission from TSFC.

K. Exhibitors shall maintain their displays in a clean and orderly manner and shall take such action as deemed necessary to prevent injury or damage to any person or exhibit in the exhibit hall.

L. Aisles of the exhibit hall will be cleaned each night. The exhibitor is responsible for placing trash in the appropriate containers.

M. The exhibitor shall not utilize any fixture, device, merchandise, or activity that is illegal, in bad taste, or detrimental to the convention or the comics industry (as determined by TSFC at its sole discretion).

N. TSFC reserves the right to disapprove the display of any item that the convention, reasonably and in good faith, determines is not in keeping with the nature, character, or orderly conduct of the TSFC or is detrimental to the appearance of any other displays or the convention as a whole.

9. Height and Line of Sight Variance

A. Exhibitors wishing to have a display that does not conform to the Display Regulations in this Section must submit a Height and Line of Sight Variance request (simple letter on business letterhead).

B. Requests must be accompanied by detailed descriptions and/or images of the requested display. If TSFC can find a location that will not impact other exhibitors, or if the variance will not affect other exhibitors, it will try to grant Exhibitor's Request.

C. Requests will be evaluated as they are received, and Requests received early will have a higher probability of being granted.

D. TSFC may not be able to grant every Request it receives. The Request deadline is February 2, 2015.

E. TSFC reserves the right to refuse variances requested on-site. Any labor or materials charges incurred from an on-site variance will be the responsibility of Exhibitor. TSFC is the only party authorized to grant these Requests. Do not send the Request to the Exhibit Facility; any arrangements pertaining to height and/or line of sight variance made with a party other than TSFC will not be honored.

10. Autograph Signings/ Videogames/ Giveaways

A. Giveaways, video games, video viewings, demonstrations, flyer distribution, and auto- graph areas must be organized within the exhibitor's space so that they do not interfere with any traffic in the aisle.

B. Giveaway tables, autograph tables, video viewing tables, or demonstration tables must be placed a minimum of 2 feet back from the aisle. Video games should be installed at the back of the booth to accommodate persons playing as well as onlookers.

C. Should participants and/or onlookers interfere with the normal traffic flow of the aisle or overflow into neighboring exhibits, the Convention may discontinue the activity.

D. No drawings for prizes may be held that require anyone be present to win. Absolutely no games or contests where a fee is charged to

TULARE SCI-FI CON

participate are allowed. This includes wheels of fortune, card picks, raffles, and grab bags as well as video games and other arcade-style games. No event will be allowed that requires attendees to stand and wait to learn the outcome.

E. A silent auction is allowed (where the proceeds are donated to charity) if approved in advance by TSFC and held the last day and within 2 hours of the end of the convention, where those participating must wait for the results and obtain the auction item(s). The silent Auction must be contained next to the Stage Area and no where else on the Convention floor.

F. Giveaways and flyer distributions must take place from within an exhibitor booth only, and never in aisles, lobbies, outside any Convention site, or in any other Convention space.

G. All "M" rated games must be displayed in such a way that is not readily visible from the aisle. "M" rated games are considered adult material by the convention and must abide by the Adult Materials policy found on page 9 of this Guide.

H. Program Map Policy: If you receive free space from Tulare Sci-Fi Con in the Autograph Area of the exhibit floor, you are NOT allowed to charge for your autograph. You may charge for any item that you supply and will be signing for free. You must sign one item of your choice, we suggest the Tulare Sci-Fi Con Program Map, one per person at no charge if requested, and you cannot require a purchase for this signature.

I. Exhibitors may not use barcode scanners anywhere out side of their booths without written permission from TSFC. No barcode may be scanned without the permission of the badge holder.

11. Sound

A. Exhibitors must police their own booths to be sure that noise levels from sound systems or any other activity are kept to a minimum and do not interfere with others.

B. Speakers and sound systems must be turned to the inside of the booth.

C. The use of sound systems or equipment producing sound is an exception to the rule. The Convention reserves the right to determine at what point sound constitutes interference with others and must be discontinued. No megaphones, bullhorns, or microphones will be allowed. Most attendees come to Tulare Sci-Fi Con to shop and do business. They need to be able to carry on a conversation without sound interference.

12. Fire Safety (Not required at the Tulare International Agri-Center)

All materials, displays and products must be safe, stable and resistant to collapse. TSFC reserves the right and sole discretion to decide whether an exhibitor meets this definition. All display materials must be made of a flame proof material or be made flame proof. All construction and all decorations of tables and backspaces must conform to the Tulare City Fire Regulations. The Fire Marshal also reserves the right to sample a corner of any cover for a fire test.

13. Electrical/Mechanical Compliance

Electrical wiring and mechanical equipment must meet the City of Tulare code (available on request). Any electrical or other mechanical apparatus must be muffled so that the noise does not bother other exhibitors.

14. Weapons Policy

A. Any weapon displayed at Tulare Sci-Fi Con must comply with all laws of the United States, the state of California, and all local laws and ordinances. Exhibitors are responsible for obtaining and complying with all applicable laws and ordinances as they pertain to the transport and sale of weapons.

B. All approved weapons must be officially licensed products and must relate to comics, science fiction, fantasy, and/or popular arts.

C. In general, weapons displayed at Tulare Sci-Fi Con must be secured so that they cannot fall from your display or be removed without your assistance. If you have any questions, please call us before the show so that you can find any materials needed to comply before you arrive in Tulare.

D. Nonfunctional replica guns relating to comics, fantasy, or science fiction may be displayed and orders may be taken. They must comply

with all laws of the United States, the State of California, and all local laws and ordinances. Displayed guns are to be tied down so that they cannot be removed, i.e. cable tied to peg board. No guns may be sold and delivered to the buyer (or delivered from a previous sale) in the Convention. You may take orders for nonfunctional replica guns to be fulfilled only after Tulare Sci-Fi Con.

15. Adult Material

A. Adult material is defined pursuant to the Tulare municipal code. Art and/or other material displayed or offered for sale must conform to federal, state and local laws.

B. NO objectionable or Adult Materials can be displayed, or sold at TSFC. No exceptions.

16. California Seller's Permit

TSFC is required to obtain a valid California Seller's Permit or Temporary Seller's Permit number from all exhibitors engaged in sales (including hand made/crafted items) at the Event. No Exhibitor will be issued badges or allowed to set-up their exhibit without a valid Permit. In addition, all Exhibitors, whether selling or not, are required to complete a California Board of Equalization form BOE-410-d. A BOE-410-d form is included in this mailing. Please fill this form out and return it to TSFC by February 2, 2015. Failure to complete this form may delay your registration on-site. California Seller's permit information can be obtained from the California Board of Equalization at (800) 400-7115 Monday through Friday 8:00 AM to 5:00 PM (Pacific) or at their web site: <http://www.boe.ca.gov>. To begin the electronic registration visit:

<http://www.boe.ca.gov/electsrv/ereg/index.html>

The Local Board of Equalization Offices are:

1800-30th Street, Ste 380, Bakersfield, CA 93301-1922

(1-661-395-2880)

8050 N Palm Ave, Ste 205, Fresno, CA 93711-5510

(1-559-440-5330)

17. California Food Vendor License

TSFC is required to obtain a valid California Food Vendor License from all vendors preparing, handling or selling food products at the Event. No vendor will be issued badges or allowed to set-up in the concessions area without a valid Tulare County Food Event Health Permit. Please submit your permit by January 23, 2015. Failure to submit your permit will delay your registration on-site. California Food Vendor's Permits can be obtained from the...

A. California Department of Public Health at (800) 852-5711 Monday through Friday 8:00 AM to 5:00 PM (Pacific) or at their web site: <http://www.cdph.ca.gov>

B. Tulare County Health & Human Services Agency at (559) 624-8000 Monday through Thursday 7:30 AM to 5:30 PM / Friday 8:00 AM to 12:00 PM. (Pacific) or at their website: <http://www.tchhsa.org/hhsa>

18. Exhibitor Badges

All Tulare Sci-Fi Con Exhibitors are required to wear Exhibitor badges whenever they are on the convention floor. The exhibitor badge request form is included in this mailing. This form must be completed and returned by February 2, 2015. Exhibitors are limited in the total number of complimentary badges they can request. Please read the exhibitor badge request instruction sheet carefully. The exhibitor's staff shall at all times during the show hours be neat and clean and shall observe all the rules and regulations of the Exhibit Facility. TSFC shall furnish the exhibitor's staff with such identification passes as may be required for entrance to or exit from the Exhibit Facility. Such identification passes shall be nontransferable.

19. Amendments

TSFC shall have the full power in the interpretation and enforcement of all contract regulations contained herein and in the General Terms, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary and proper.

TULARE SCI-FI CON

SET-UP AND REGISTRATION HOURS, PUBLIC EXHIBIT HALL HOURS

Exhibitor Set-up and Registration:

Exhibitor registration will begin on
Friday, March 6, 2015
In the back of Pavilion "C".

Film Festival:

Selected films will be previewed throughout the
convention. Film Awards will be given out
Sunday, March 8 at 5:00pm.

Public Exhibit Hall Hours:

Saturday, March 7: 10:00 AM to 6:00 PM
Saturday, March 8: 10:00 AM to 5:00 PM

Tournament Hours:

Saturday, March 7: 11:00 AM to Finished

Exhibitor Set-up / Teardown Hours:

Friday, March 6: 1:00 PM to 8:00 PM (MOVE IN / SETUP)
Saturday, March 7: 7:00 AM to 9:00 AM (MOVE IN / SETUP)
Sunday, March 8: 7:00 AM to 9:00 AM (RE-STOCK / SETUP)
Sunday, March 8: 5:01 PM to 10:00 PM (TEARDOWN)

NOTE: *On March 7/8: All loading areas will be closed at 9:00 AM SHARP!! All freight, fixtures, and other merchandise must be out of the aisle ways by 9:00 AM so the aisle ways can be cleaned. ALL VENDORS MUST BE COMPLETELY SETUP BY 9:30 AM, DOORS OPEN AT 10:00 AM !!*

You may continue to setup your booth until 9:30. All exhibit areas must be setup and ready 30 minutes before the doors open to the public. **NO EXCEPTIONS.** At Tulare Sci-Fi Con there is no material handling assistance provided. All exhibitors are required to handle setup and teardown using their own staff. Exhibitors will **NOT** be allowed to drive into the facility during setup. All vehicles will be allowed to drive to the door to unload and then be parked in the exhibitor parking area by 9:00 AM.

Exhibit Hall closing: The exhibit hall will close to the public (Saturday at 6:00PM and Saturday at 5:00PM). Tulare Sci-Fi Con staff and security will escort the attendees out of the hall first. On Saturday, Exhibitors must secure their booths and exit the exhibit hall by 7:00 PM. Once an exhibitor is setup, they can not tear down or dismantle their booth before Sunday 5:00 PM. Exhibitors doing so risk not being allowed to setup at future Tulare Sci-Fi Cons. On Sunday, you may not move merchandise into the aisles until you hear the announcement that the hall has been cleared of attendees. You must be moved out of your booth space, and have everything out of the hall, by Sunday 10:00 PM.

Tournament Participants: Those participating in a tournament may remain in the tournament area until the tournament ends. Tournament participants must not leave the tournament area and wonder the hall. They will be escorted out at the end of the tournament. Participants must be wearing a tournament wrist band to remain in the tournament after the hall closes.

TULARE SCI-FI CON

IMPORTANT DEADLINES

Concessions Application & Food Event Health Permit Deadline	February 15, 2015
Costume Contest Registration Deadline	February 15, 2015 <small>(After which, must be before 3pm at the show)</small>
Exhibitor Application Deadline	February 15, 2015
Exhibitor BOE 410D Deadline	February 15, 2015
Exhibitor Badge Request Deadline	February 15, 2015
Exhibitor Payment Deadline	February 15, 2015
Film Festival Registration Deadline	February 15, 2015
Program Requests Deadline	February 15, 2015
Volunteer Registration Deadline	February 15, 2015

FACILITY SPECIAL CONSIDERATIONS

The Tulare International Agri-Center has some special considerations. While these are for the most part, the same rules and regulations that you are used to at most conventions, we would like to emphasize the following:

- All drapes, table covers and booth furnishings must meet the California fire resistance standards and have compliance tags. The Fire Marshal may remove or refuse the use of any untagged materials. (Not required at Tulare International Agri-Center)
- No products or displays may be placed on or encroach into the aisles. This includes, but is not limited to, booth fixtures or grid walls, chairs, structural supports, display boxes, storage boxes or merchandise.
- Please remember, only one days' worth of product is allowed to be stored in your exhibit space.
- There is NO alcohol allowed on the exhibit floor or in any programming areas at any time during Tulare Sci-Fi Con. Let's all enjoy a safe and responsible convention experience.
- NO Adult material is allowed.

TULARE SCI-FI CON

HOTEL ACCOMODATIONS

All listings were taken from Street Atlas. The Tulare Sci-Fi Con will not recommend accommodations. This list is provided only to assist your effort in finding accommodations. Choose at your own risk.

Please refer to the hotel/motel map on our website for additional (updated) information.

Below is a list of Hotel/Motels in the greater Tulare Area that offer a discounted "Tulare Sci-Fi Con" room rate. Be sure to mention the promotion code provided to receive the special rate(s):

1) Best Western (Code: Tulare Sci-Fi Con) (559) 688-7537

Additional hotel/motel accommodations available in the greater Tulare Area:

1) Charter Inn & Suites	(559) 685-9500
2) Comfort Suites	(559) 687-1246
3) Fairfield Inn & Suites by Marriot	(559) 686-4700
4) Hampton Suites by Hilton	(559) 686-8700
5) La Quinta Inn & Suites	(559) 685-8900
6) Motel 6	(559) 686-1611
7) Quality Inn	(559) 686-3432
8) Red Roof Inn	(559) 686-0985

TULARE SCI-FI CON

DIRECTIONS TO TSFC

International Agri-Center
4500 S. Laspina St, Tulare

Directions:

From Highway 99 North or South, Exit 85 Paige Ave, heading east.

Turn right on Laspina St, Enter the first gate "B" and then Gate "3", proceed to "Pavillion C" to register.



TULARE SCI-FI CON

GENERAL TERMS AND CONDITIONS

1. Defined Terms

The term "Event" means Tulare Sci-Fi Convention ("TSFC"), currently scheduled to be held on March 7-8, 2015 ("Event Dates") at the Tulare International Agri-Center ("Exhibit Facility"). The Event is operated by the TSFC board of directors in association with Make The World A Better Place Foundation ("MTWABPF"). As used hereinafter, the term "Organizer" means, collectively, TSFC, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively (i) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by TSFC in the manner stated below and (ii) each of its officers, directors, share holders, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. Contract Acceptance

This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of TSFC.

3. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor's participation and/or presence in the Event. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Exhibitor has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Exhibitor knowingly and voluntarily waives the provision of Section 1542, as well as any other statute, law or rule of similar effect.

4. Indemnification

Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to TSFC in its sole discretion) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

5. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EXHIBIT FACILITY BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS WHETHER OR NOT ADVISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZERS MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO TSFC BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

6. Qualifications of Exhibitor

TSFC, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. TSFC reserves the right to restrict or remove any exhibit which TSFC, in its sole discretion, believes is objectionable or inappropriate. Only Exhibitors with products and/or services relating to comic books, comic strips, animation, or other related popular culture items are eligible to exhibit. No adult materials (as defined pursuant to Tulare's municipal code) may be displayed or sold without prior written permission of TSFC.

7. Assignment of Space

Exhibit space shall be assigned by TSFC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. TSFC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if TSFC in its sole discretion determines that to do so is in the best interest of the Event.

8. Cancellation by Exhibitor

Cancellation: Generally, partial cancellation of booth space is not permitted; any partial cancellation must have the prior written consent of TSFC, which consent shall be in TSFC's absolute discretion. Exhibitors who cancel exhibit space more than 90 days prior to the opening day of the Event, will be refunded total due, less \$10.00. Exhibitors who cancel exhibit space less than 90 days prior to the opening day of the Event, but more than 60 days prior to the opening day of the Event, will pay a cancellation fee of 50% of total due. There will be no refunds for cancellations made less than 60 days prior to the opening day of the Event. Exhibitor payment will be required.

9. Cancellation by TSFC

If Exhibitor fails to make a payment required by this contract in a timely manner, TSFC may terminate this contract immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. TSFC reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to TSFC. TSFC is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. TSFC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, expressed or implied, on TSFC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If TSFC removes or restricts an exhibit which TSFC considers to be objectionable or inappropriate, no refund will be due Exhibitor.

10. Cancellation of the Event

If TSFC cancels the Event due to circumstances beyond the reasonable control of TSFC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) TSFC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor. TSFC reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If TSFC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor; provided however, TSFC shall assign use of such space to Exhibitor pursuant to the terms of this contract. If TSFC elects to cancel the Event other than for reasons previously described in this paragraph, TSFC shall

TULARE SCI-FI CON

refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor.

11. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by TSFC. If Exhibitor fails to install its display in its assigned space by thirty minutes before show opens or leaves its space unattended during the Exhibit hours, TSFC shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by TSFC. Exhibitors may not assign their display space to third parties without prior written approval from Tulare Sci-Fi Con.

12. Listings and Promotional Materials

By Exhibitor's participation in the Event, Exhibitor expressly grants to TSFC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in TSFC promotional materials. TSFC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that TSFC may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any TSFC promotional purpose.

13. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

14. Taxes and Licenses

Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

15. Copyrighted Materials

Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

16. Governing Law

This contract is governed by the laws of the State of California as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of California shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Tulare, California.

17. Observance of Laws

Exhibitor 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). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

18. Fire and Safety Laws

Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the exhibitor guide.

19. Character of Displays: Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind, and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in TSFC's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of TSFC and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of TSFC.

Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

20. Sound Advertisements

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. TSFC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by TSFC to discontinue any such sound or music.

21. Rights of Offset; Enforcement

In the event Exhibitor is indebted to TSFC, whether or not such indebtedness arises from this or any other agreement, TSFC shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Exhibitor to such other indebtedness in the event legal action is filed by TSFC to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

22. Additional Terms and Conditions

TSFC has sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, TSFC in its sole judgment may refuse to consider for participation in future events held by Organizer an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of TSFC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of TSFC, which consent shall be in TSFC's sole discretion.

23. Exhibitor Guide

Approximately thirty days from the Event, TSFC will send an Exhibitor Guide (via Email) to the Primary Contact listed on the front of this agreement. The Exhibitor Guide will include information integral to participation at the Event, including but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

24. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by TSFC in its sole discretion. TSFC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Guide or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by TSFC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Guide and any additional rules or regulations adopted by TSFC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

25. Additional Terms and Conditions

TSFC will be providing to you from time to time additional materials which will specify additional terms and conditions for your participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "General Terms and Conditions") are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. You hereby agree that all information containing terms and conditions provided to you by TSFC shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.

TULARE SCI-FI CON

ADULT MATERIAL DISPLAY POLICY

Booth displays at Tulare Sci-Fi Con may not include:

- Sexual Content
- Abusive Sexual Connotations
- Nudity

Adult material is not to be displayed or sold at Tulare Sci-Fi.

15. Adult Material

A. Adult material is defined pursuant to the Tulare municipal code. Art and/or other material displayed or offered for sale must conform to federal, state and local laws.

B. NO objectionable or Adult Materials can be displayed, or sold at TSFC. No exceptions.

EXHIBITOR FORMS PACKET

The Tulare Sci-Fi Con Exhibitor Forms Packet consists of the following:

FORM:	DUE DATE:	PAGE:
Badge Request Form <i>Use this form to request badges for all of your Tulare Sci-Fi Con staff</i>	February 15	
Booth Floor Plan <i>Required from all exhibitors with a 30x30 or larger booth. You must submit your actual floor plan.</i>	February 15	
Height and Line of Sight Variance Letter <i>All exhibitors must submit the Height and Line of Sight Variance letter if a variance is being requested. If a variance is requested please attach a description or diagram.</i>	February 15	
BOE 410-D (California Sales Tax Form) <i>Required from all Exhibitors (even if not selling at the convention)</i>	February 15	

If you have any questions about any of the forms, please call the Exhibits department at (559) 303-0156.

TULARE SCI-FI CON

BADGE REQUEST INSTRUCTIONS

Tulare Sci-Fi Con Badges

- All Exhibitor's, Volunteers, Celebrities, Artists, Non-Profit and Press Guests must have a Tulare Sci-Fi Con badge on at all times while at the convention.
- Only exhibitors with exhibitor badges may enter the Exhibit Hall during exhibit set-up hours (before the hall is open to the general public)
- Convention exhibitors receive 4 exhibitor badges per booth or 2 per Artist/Celebrity/Fan Group/Non-Profit or Press table(s).
- Only use exhibitor badges for booth personnel who will staff your booth or who will assist in the installation or dismantling of your booth. (Set-up badges will be available onsite for people who will assist in installation or dismantling but will not be staffing your booth.)
- Volunteers and Staff will receive ONE badge each. **NO** Additional badges can be purchased by these categories. Families and friends must either volunteer or purchase and enter the convention with the public attendees.

Please review the Application process for the application category you are applying for, BEFORE requesting badges, then request the appropriate applicable badge number. Badge requests will be issued based on the number allotted for the category you are applying for, from the top down. All additional names listed beyond those allotted will be ignored. Issuance of badges will follow strict guidelines for each category. No exceptions. We had too many issues with late badge requests or exhibitors showing up with a lot more helpers than requested on their application and/or badge request form(s).

Additional Exhibitor Badges can be purchased at a cost of \$6.00 each. The Badge Request form must be returned by **February 15, 2015**.

- Exhibitors (booths): can purchase 4 additional badges, but are limited to a maximum of 8 exhibitor badges per booth.
- Exhibitors (tables): can purchase 2 additional badges, but are limited to a maximum of 4 exhibitor badges per table.
- Lost badges are subject to a replacement fee of \$3.00.

Panels/Shows and Film Festival: Each member of a panel/show or Film Festival entry will receive TWO badges to the convention. ONE for themselves and ONE for a guest. Program and Badge requests must be completed and returned by **February 2, 2015**. Panel/Shows and/or Film Festival entries, that have not completed the required paperwork by the deadline date will be canceled and removed from the schedule.

Set-up Badges: Special set-up badges are available for people who will be helping you install and dismantle your booth but are not staying on to staff your booth. These badges allow entry into the hall during set-up and tear-down hours only. Set-up badges are only available on site. You can get these badges at the Exhibitor Registration desk. You must request set-up badges for each day your crew will be in the hall.

TULARE SCI-FI CON

Badge Requests must be submitted by February 15, 2015.

A VERY BIG THANK YOU to all our Sponsors:



Charity



Media



Venue



Stage



GALAXY
THEATRES
Theater



Comics



www.neptunecinema.com

Gold



Silver



Silver



Celebrity



Celebrity