



## EXHIBITOR SPACE CONTRACT

This application for exhibit space at Anime Boston 2010 (hereinafter referred to as the "Event"), which will become a contract between The New England Anime Society, Inc. (hereinafter referred to as the "Promoter") and the signee (hereinafter referred to as the "Exhibitor"), upon written acceptance, is based on the terms set forth below and the plan of exhibits, rates, and rules and regulations as may be established from time to time as set forth in updated and amended information, all of which constitute part of this contract. In any case where the Exhibitor Space Contract is amended, all other terms and conditions of this agreement remain in full force and effect.

- 1) EXHIBIT SPACE RENTAL FEE. The rental fee for exhibit space will be Five-Hundred Twenty-Five Dollars (\$525). These prices are per booth, and include two complimentary dealer passes to Anime Boston 2010. Vendors may rent up to eight booths and receive up to sixteen complimentary dealer passes. Booths include an 8 foot long draped table, a waste basket, two chairs, and a sign. Please note that the prices do not include telephone jacks or electrical outlets, which may be purchased directly through the appropriate vendors. Information about technical and utility services can be found at [http://www.mccahome.com/jhcc\\_ser\\_tec.html](http://www.mccahome.com/jhcc_ser_tec.html).
- 2) PAYMENT. Please make checks and money orders payable to The New England Anime Society, Inc DBA Anime Boston. A receipt in the form of a copy of this contract, will confirm the rental of the exhibit space. Submit all pages of this contract, a valid copy of your Massachusetts Department of Revenue Form ST-1 (see paragraph 10) or a letter of intent not to sell, and payment to the following address (please note the 'attention' line):

**Anime Boston 2010**  
**P.O. Box 51830**  
**Boston, MA 02205**  
**USA**  
**ATTN: Dealers' Room**

3) Products and/or Services to be Displayed and/or Sold (Description)

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4) Exhibit Information

Name (or Company)		Contact/Booth Manager
Street Address		
City	State	Zip Code
Phone Number	Fax Number	E-mail address/URL

Massachusetts Department of Revenue Seller's ST-1 Permit Number (see paragraph 10)

Please submit a copy of your valid Massachusetts Department of Revenue Form ST-1 or a letter of intent not to sell at Anime Boston 2010.

- 3.) LOCATION AND PLACEMENT OF EXHIBITS. Anime Boston 2010 will be held at the Hynes Convention Center, 900 Boylston Street, Boston, Massachusetts. Exhibit space will be located at the Hynes Convention Center Exhibit Halls A and B. Promoter reserves the right to make modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of the Promoter, the Exhibitors, and exhibits.
- 4.) INSTALLATION AND REMOVAL TIME. Exhibitors may begin installation on Thursday, April 1, 2010 at 6.30 p.m. All Exhibits must be in place by 11.00 a.m., Friday, April 2, 2010. All Exhibits must be removed by 5.00 p.m., Sunday, April 4, 2010. Materials not removed by this time will be removed by the Promoter and placed into storage and/or shipped at Exhibitor's expense.
- 5.) EXHIBIT HALL HOURS:

Day	Accessible To Dealers	Open To Attendees
Thursday, April 1, 2010	6:00pm – 11:00pm	Closed
Friday, April 2, 2010	9:00am – 8:00pm	12:00pm – 7:00pm
Saturday, April 3, 2010	9:00am – 8:00pm	10:00am – 7:00pm
Sunday, April 4, 2010	9:00am – 5:00pm	10:00am – 3:00pm

Promoter reserves the right to change exhibit hours of Anime Boston 2010 as it may deem desirable.

- 6.) CANCELLATION. Exhibitor shall be responsible for all payments under the terms of this contract whether Anime Boston 2010 is canceled, delayed, relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind not within Promoter's control.
- 7.) REFUNDS. Exhibitor must contact Promoter at least 90 days before the event date for a full refund less a \$50.00 service fee. Within 60 days of the Event, only 50% of the amount paid will be refunded, less a \$50.00 service fee. Within 30 days of the Event, only 25% of the amount paid will be refunded, less a \$50.00 service fee. Refunds will be issued 30 days after the Event concludes. No refunds will be issued for cancellations or expulsions during Anime Boston 2010. Promoter is not responsible for any expenses incurred by Exhibitor while preparing for or exhibiting at Anime Boston 2010.
- 8.) TAXES AND LICENSES. Exhibitor is responsible for obtaining any and all licenses, permits, or approvals required under law applicable to their activity at Anime Boston 2010. Exhibitor shall be responsible for obtaining any necessary tax identification and paying all taxes, license fees, fines or any charges that may be owed any governmental entity with respect to Exhibitor's participation in Anime Boston 2010. Exhibitor will be required to provide a copy of the completed Form ST-1 (which is received by mail after completing form TA-1, in approximately 10 weeks) or the temporary registration certificate which is issued and which may be printed, upon completion of form TA-1 online. These forms may be obtained from the Massachusetts Department of Revenue (MDoR). The easiest (and recommended) way to obtain the number is to complete form TA-1 on-line at <http://tinyurl.com/2z5onx> (URL shortened for convenience). The system will issue a temporary number, and Exhibitor can then print a copy to provide to Promoter. Please note that if the form is downloaded and mailed to the MDoR, it will take at least 10 weeks for the MDoR to process it.
- 9.) INSURANCE. Exhibitor acknowledges that neither Promoter, the Hynes Convention Center, the Massachusetts Convention Center Authority (MCCA), the Sheraton Boston, nor Starwood Lodging Corporation maintains insurance covering Exhibitor's property and it is the Sole Responsibility of Exhibitor to obtain such insurance.
- 10.) HOLD HARMLESS. Exhibitor agrees to assume all risk, and to indemnify and hold harmless The New England Anime Society, Inc., the Hynes Convention Center, the MCCA, the Sheraton Boston, Starwood Lodging Corporation, its Owners, their respective officials, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (hereafter "the Indemnified Parties") from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with Promoter's use of the leased premises or arising out of any act or omission of Promoter or any of Promoter's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the Indemnified Parties.
- 11.) RESPONSIBILITY. Exhibitor assumes responsibility and agrees to defend the Indemnified Parties from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with Exhibitor's or Promoter's use of the leased premises. Neither Promoter nor the Indemnified Parties will be responsible for any injury, loss or damage that may occur to Exhibitor, Exhibitor's employees or property from any cause whatsoever.
- 12.) LIABILITY. Anyone visiting, viewing, or otherwise participating in Exhibitor's exhibit is deemed to be the invitee or licensee of Exhibitor, rather than the invitee or licensee of Promoter. Promoter shall not be liable for any injury whatsoever to the persons conducting or otherwise participating in the conduct of Exhibitor's exhibit or to invitees, licensees or guests of Exhibitor.

- 19.) **FOOD AND DRINKS.** MCCA regulations prohibit the sale of food and drinks by Exhibitor. This includes, but is not limited to "Pocky" brand snacks and "Ramune" brand soft drinks. Any Exhibitor found selling food and/or drinks will be asked to remove it from the Exhibit Hall. Any Exhibitor found giving away samples of food and/or drinks without prior permission from Promoter, regardless of compliance with MCCA regulations governing the distribution of samples will be asked to remove it from the Exhibit Hall. A repeated violation of this policy may result in Exhibitor's expulsion from Anime Boston 2010 with no refund of the Exhibit Space Rental Fee.
- 20.) **COPYRIGHT LAWS.** Anime Boston 2010 has a strict no bootleg policy. This includes, but is explicitly not limited to, Son May and Ever Anime music CD's. Any Exhibitor found selling bootleg material will be asked to remove it from the Exhibit Hall by Promoter, entirely at Promoter's discretion. A repeated violation of this policy may result in Exhibitor's expulsion from Anime Boston 2010 with no refund of the Exhibit Space Rental Fee.
- 21.) **EXHIBITOR PRIVACY.** Exhibitor gives Promoter the right to Exhibitor's name or image for promotional purposes. Exhibitor also grants to Promoter the right to release Exhibitor contact information to the public.
- 22.) **EXHIBITOR'S AGE.** Promoter will not rent space in the Exhibit Hall to any person under the age of 18 years.

**AUTHORIZED SIGNATURE (Please read, sign, and print name):**

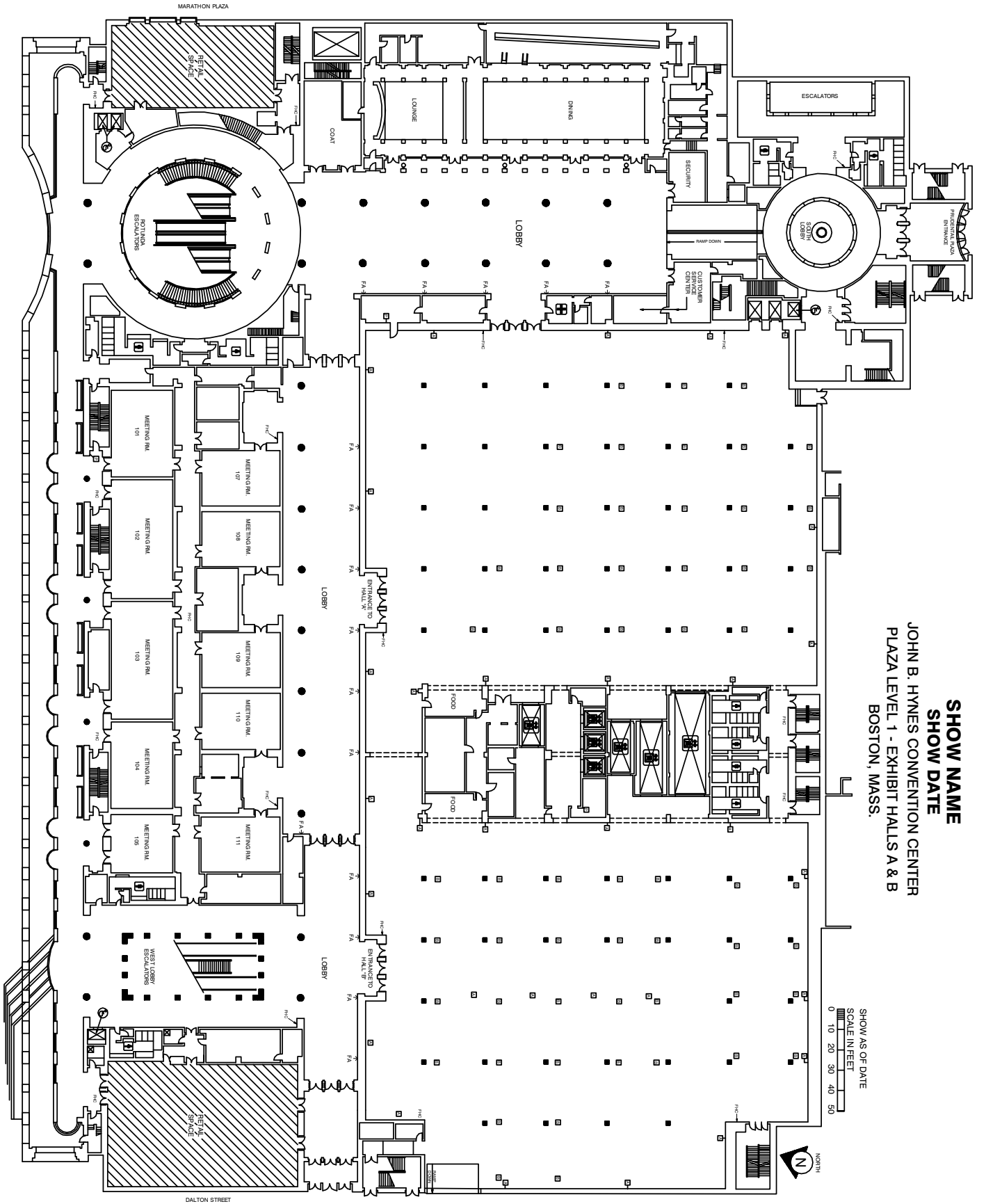
In making this contract I hereby acknowledge that I have read this contract in its entirety and understand the terms and conditions for Exhibitors at Anime Boston 2010, and I hereby agree to be bound by and to comply with all terms and conditions set forth above. I further acknowledge that the failure to abide by the terms for Exhibitors at Anime Boston 2010 may result in the loss of my Exhibitor privileges without recourse or refund. I also acknowledge that any violation of the terms and conditions of this contract may result in the permanent and pre-emptive revocation of any Exhibitor privileges in the future at any event organized by Promoter.

EXHIBITOR		
Date	Signature	Print Name
THE NEW ENGLAND ANIME SOCIETY, INC.		
Date	Signature	Print Name

Exhibitor assumes full responsibility for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless the Indemnified Parties from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors.

- 13.) **WARRANTY.** There is no other agreement or warranty between Exhibitor and Promoter except as set forth in this document. The rights of Promoter under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of Promoter. Any action which Promoter or Exhibitor may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought in the Boston Municipal Court located within the County of Suffolk, Commonwealth of Massachusetts, and Promoter and Exhibitor hereby waive all defenses concerning personal jurisdiction and/or venue in order to give effect to this provision.
- 14.) **SUBLETTING.** The subletting of exhibit space at Anime Boston 2010 without the prior permission of Promoter is prohibited. A violation of this policy may result in Exhibitor's expulsion from Anime Boston 2010 with no refund of the Exhibit Space Rental Fee.
- 15.) **SECURITY.** Promoter will provide unarmed security guard service for the exhibition space during the hours the exhibit premises are closed (see paragraph 7, above). However, Exhibitor is solely responsible for Exhibitor's exhibit material. All property of the Exhibitor is understood to remain in the Exhibitor's care, custody and control in transit to or from or within the confines of the Event premises.
- 16.) **ADULT MATERIAL.** Exhibitor may not display material depicting nudity or sexual conduct unless it is blinded (covered) or displayed in such a way that it cannot be viewed or be accessible to minors in any way. Adult materials may not be displayed on the display counter and adults must request to be able to view them. It is Exhibitor's responsibility to verify the age of each individual requesting to view or purchase adult material. Adult materials should be separated from other products. For example, adult books stored in a box should be stored separate from other books stored in similar boxes. No adult material may be sold, given or distributed to any minor. Promoter reserves the right to require Exhibitor to remove items from public display if they are not deemed appropriate by Promoter. Failure to comply with the requirements set forth in this paragraph may result in Exhibitor's expulsion for Anime Boston 2010 with no refund of the Exhibit Space Rental Fee, arrest and/or criminal prosecution.
- 17.) **HUCKSTERISM.** Exhibitor agrees to refrain from aggressive hucksterism. This includes, but is not limited to shouting to bring attention to Exhibitor's wares, use of a public address system to bring attention to Exhibitor's wares, excessive noise (such as the use of large drums) to bring attention to Exhibitor's wares, and the wearing of large signboards or costumes to advertise Exhibitor's wares elsewhere in the Exhibit Hall. Any Exhibitor found to be engaging in this practice will be asked to cease its continuation. A repeated violation of this policy may result in Exhibitor's expulsion from Anime Boston 2010 with no refund of the Exhibit Space Rental Fee.
- 18.) **WEAPONS.** Exhibitor agrees to refrain from the sale of weapons or replicas of weapons under any circumstance. This includes, but is not limited to swords, knives, guns, and wooden training swords. This also includes any weapons or replicas of weapons of any material of manufacture including, but not limited to metals, plastics, foam, or wood. Any Exhibitor found selling weapons or replicas of weapons will be asked to remove them from the Exhibit Hall. A repeated violation of this policy may result in Exhibitor's expulsion from Anime Boston 2010 with no refund of the Exhibit Space Rental Fee.





**SHOW NAME**  
**SHOW DATE**  
 JOHN B. HYNES CONVENTION CENTER  
 PLAZA LEVEL 1 - EXHIBIT HALLS A & B  
 BOSTON, MASS.

SHOW AS OF DATE  
 SCALE IN FEET  
 0 10 20 30 40 50

