

Kumoricon 2017 Partner Table Agreement

This contract between Altonimbus Entertainment (“Altonimbus”, “we”, or “our”) and Partner (“you” or “your”) constitutes an agreement for Altonimbus to provide you with space in the Kumoricon 2017 Partner Table Row in exchange for the rental fee.

Location of Event. Kumoricon 2017 will be held at:

Oregon Convention Center
777 NE Martin Luther King, Jr Blvd
Portland, OR 97232

The Oregon Convention Center may also hereafter be referred to as “the Convention Facilities”.

Dates of Event:

Friday, October 27, 2017
Saturday, October 28, 2017
Sunday, October 29, 2017

Definition of Partner Tables. Partner Tables are available as a low or no cost option for cultural groups, fan groups, conventions and events, and local organizations that wish to partner with Kumoricon for promotional purposes. Qualification for a Partner Table is at the sole discretion of Kumoricon staff.

Placement of Space. We will provide you with a designated space in the Partner Table Row. We may change this location prior to the Event. You may not sell or distribute items, or set up any exhibits or signs, outside of your designated space.

Space Rental Fee. The rental fee is as follows:

\$250 for full 8-ft table.

The space rental fee may be waived in full or in part with confirmed booth/table trade (conventions/events), advertisements, panels/content (at least 2 hours), or product (prize support or charity auction contributions).

You are limited to one full table.

Furniture Provided. We will provide one 8-foot table, with tablecloth, and two chairs.

Convention Memberships Provided. We provide Industry memberships (badges) (at no cost) to qualifying individuals. Each individual working your table must register for an Industry membership prior to the close of pre-registration. Individuals working your table must be age 16 or older as of setup date, and all individuals under the age of 18 must have a parent permission and liability release form turned in to us in order to pick up their badge.

Portland Business License. If you will be selling items, services, tickets, or memberships, you must have a business license for the city of Portland as of the time that setup begins, and provide it to us on request. You may obtain a temporary license from the Portland Office of Management and Finance. Please keep in mind it takes about two weeks on average to process your payment and provide a number.

Payment Terms. Payment is due in full and at the time of signing this contract. Please make checks or money orders out to Altonimbus Entertainment. Failure to provide payment will result in a cancellation of this contract. Please see the section "Breach by You" later in this contract for full terms.

Rejected Payments. In the event that your payment is rejected, then the full outstanding amount, in addition to any fees charged to us by our bank or payment processor, will be immediately due upon notice to you.

Check-In. You may check in during setup hours, listed below. Check in with the Partner Table Coordinator for help with your table and any questions you have.

Installation and Removal Times. You may begin setup at 1:00 PM, Thursday, October 26, 2017. Setup on Thursday will be available until 8:00 PM. Setup on Friday will resume at 8:00 AM.

You **must** finish removal by 7:00 PM, Sunday, October 29, 2017. We may store and/or ship materials not removed by this time at your expense. We are not liable for any loss or damage as a result of this storage or shipment.

Partner Tables are located in open areas, Pre-Function A and Pre-Function C at the Oregon Convention Center. As such, we are not liable for any loss or damage to items left at your table while unattended or overnight.

Convention Hours:

Friday, October 27, 2017:	8:00 AM to 2:00 AM
Saturday, October 28, 2017:	8:00 AM to 2:00 AM
Sunday, October 29, 2017:	8:00 AM to 4:00 PM

Your table does not need to be manned or attended to during the convention's open hours. However, we are not liable for any loss or damage to the merchandise as a result of your table being left unattended.

Adjustment of Hours. We may adjust the times for installation and removal with reasonable notice to you. We may adjust open hours of the convention without notice. In either case, the provisions of this contract will apply to the new times.

No Subletting. You may not allow another business or organization to share your space without our written permission.

Care of Convention Facilities. You may use only designated loading stations, entryways, or exit-ways for freight, cargo, or merchandise. Any cargo larger than hand freight must be moved by our designated vendor.

You may not nail, tack, staple, tape, or glue materials to ceilings, walls, painted surfaces, or columns, and may not drill or punch any holes into such places.

You must keep your space clean and free of garbage.

No outside food or drink is allowed within the Convention Facilities.

Common Aisles and Areas. Aisles, passageways, and overhead spaces are considered outside of your designated space. If the arrangement of your exhibits or demonstrations causes attendees to

block aisles or common spaces, we may require you to re-arrange your exhibits or activities accordingly.

Sound/Video Playback and Noise. You may play or create sound, music, or video, but it must be reasonable in volume and content. Any such sound or music may not annoy or distract attendees or other exhibitors, considering both the volume and character of the sound, in our sole discretion, and may not contain profanity.

You may not bark or shout as a form of advertisement.

Fire and Safety. We may require changes to your table if needed to comply with any applicable fire or safety laws or requirements.

Merchandise and Event Pass Sales. Partner Tables may only sell related and/or branded merchandise. This includes T-shirts, buttons, pins, hats, bags, sweatshirts, stickers, etc. Related and/or branded merchandise is at our discretion. Please contact industry@kumoricon.org if you have questions about whether a particular piece of merchandise is allowable. Merchandise may not contain representations of trademarked or copyrighted material not authorized by the intellectual property owner. Events, conventions, and membership-based organizations may sell tickets, badges, or memberships pertaining to their event/organization.

Flyers, Handouts, and Coupons. Partner Tables may distribute flyers, handouts, coupons, and other items in an effort to promote their event/organization. All flyers, handouts, coupons, etc. must pertain to the event/organization that is running the table. Flyers, handouts, coupons, etc. must be kept neatly on the table and may not be left behind once the convention has ended.

Games and Contests. Partner Tables may run games and contests only if they do not require payment or “entry” of any type to play. Payment or entry includes, but is not limited to, money/donation, personal information, purchase of merchandise, etc. No form of gambling or betting is allowed as defined by the State of Oregon.

Bootlegs. Kumoricon is a “no bootleg” convention. We actively patrol and enforce this policy. You may not display, distribute, or sell any CDs, DVDs, videogames, plushies, posters, other merchandise, or any other item that is produced without authorization from the intellectual property owner or otherwise in violation of copyright law. The United States is a signatory to the Berne Convention, which incorporates international copyrights under U.S. law, so items may be illegal here even if they are not illegal in their country of manufacture.

Trademarks. You may not display, distribute, or sell any material that is a personal fabrication of yourself or your authorized reseller thereof that contains trademarked names, images, or materials of any kind unless you are authorized to do so by the or intellectual property owner. In such cases, you must carry and submit proof of such authority during table inspections.

Food and Beverage. You may not display, distribute, or sell fresh or pre-packaged food or drinks unless you have obtained our written permission. As a condition of our permission, we may require you to enter a contract with or make payments to the Oregon Convention Center, and we may consider breach of that contract or failure to make such payments to be a breach of this contract, in our sole discretion, and apply any appropriate remedies.

To be allowed to display, distribute, or sell food or beverage, you **must receive written permission** from us and ask us for this permission by September 30, 2017, or at the same time you submit this

contract, whichever is later. Such permission is provisional on the outcome of table inspections, as described in the “Table Inspection” section below.

Adult Material. Partner Tables may not display, sell, or distribute “Adult Material” of any type. “Adult Material” is defined as material containing explicit sexual content or extensive graphic violence; or which is marketed or identified as pornography or adult material, including but not limited to labels such as “adults only”, “not for children”, or established ratings such as NC-17 (MPAA) or AO (ESRB). In truly ambiguous cases, we may decide in our own discretion as to whether any item shall be considered “Adult Material”.

Weapons and Weapon Replicas. Partner Tables may not sell or distribute weapons or weapon replicas of any type, including but not limited to any real or replica swords, knives, or blades.

Table Inspection. We may inspect your table at our sole discretion in order to enforce this contract.

During either a pre-open or an open-hours inspection, we may, at our sole discretion, **require changes** to, or **deny** permission to display, distribute, or sell one or more items that is in violation of any term in this agreement.

Confiscation of Items. If you display, distribute, or sell an item that is in violation of the “No Bootlegs” or “Trademarks” sections; fail to make any display changes we required in an earlier inspection; display, distribute, or sell an item for which we previously denied you permission; or display, distribute, or sell a Covered Item that was not present during that day’s pre-open inspection, then we may confiscate any such item without liability for its safekeeping, and the provisions in the “Breach by You” section still apply additionally.

Grab Bags. Partner Tables may not sell or distribute surprise “grab bags” where the contents are concealed before purchase.

Listing and Promotion. You grant us permission to use, display, and reproduce your name(s) and merchandise descriptions in our directories and promotional materials. We will use reasonable care for accuracy, but we aren’t liable for errors such as misspellings.

If you wish for your table’s “open hours” to be listed in our print or digital publications, we must receive this information by Friday, September 1, at 11:59 PM Pacific Time.

We may photograph and/or video record your space and use such materials as part of our promotions.

Additional Policies. You, as a convention member, are bound by the standard convention policies, as may be amended from time to time. Such policies can be found on our website, at <https://www.kumoricon.org/code-of-conduct>, and/or we may communicate additional policies directly to you. You are also bound by any rules and regulations of the Convention Facilities, as we or they may communicate to you. You must exercise reasonable standards of politeness and decorum in your interactions with and around other people within the Partner Table Row, in our discretion.

Cancellation by You. You may cancel this contract before the Event by written notice to us, but no refund of the rental fee will be due.

Breach by You. If you are in material violation of any provision of this contract, except as described below, we will notify you and require you to remedy the breach as soon as is reasonably possible. If you do not remedy the breach, we may cancel the contract for cause, as described below.

If you are in material violation of this contract in any of the following ways, we may, at our option, cancel the contract for cause **without** giving you the opportunity to remedy the breach:

- Non-payment of rental fees or any other amounts owed when due, or once installation has begun, whichever comes first
- Failure to uphold a reciprocal action in a table trade or similar trade agreement
- Failure to provide a Portland Business License upon request once installation has begun, if you require one
- Violation of the “No Subletting” section
- Violation of the “Food and Beverage” section
- Violation of the “Bootlegs” section
- Violation of the “Adult Material” section
- Violation of the “Weapons and Weapon Replicas” section
- Violation of the “Table Inspection” section
- Violation of the “Grab Bags” section
- Any display, distribution, or sale of illegal items
- Repeat of any violation after we have notified you, whether or not you previously remedied it
- Any violation, which, by its nature, does not allow for quick remedy
- Any action which causes substantial disruption or threatens the safety of any person within the Partner Table Row or Event, in our discretion

Although this contract does not create any obligation for us to renew or offer you a similar Partner Table contract for future events, you should be aware that we may consider breaches of this contract, even if remedied, in deciding whether to invite you back. We may effectively “ban” you, at our sole discretion, from future events, particularly, without limitation, for violations of the “Bootlegs”, “Adult Material”, “Weapons and Weapon Replicas”, and “Table Inspection” sections.

Cancellation by Us. We may cancel the contract for cause, as described in the “Breach by You” section. If we do so, no refund of the rental fee will be due, and you won’t be released from any liability. If the Event is in progress, we will require you to immediately remove your exhibits and all other property, and vacate the Convention Facilities. If you do not or cannot, we may take possession of your property, and store and/or ship such property at your expense. If we do this, we are not liable for any loss or damage as a result of this storage or shipment.

We may cancel this contract without cause, for any reason or no reason. If we do this, we will refund any of your payments.

Change of Dates or Location. We may change the dates of the Event, postpone the Event, or change the locations of the Event, with notice to you. If we move the Event to different dates or postpone it without stating new dates, or change the locations of the Event to be totally outside of the listed Convention Facilities, then you have the additional option to cancel this contract before the Event by written notice to us, with a refund of any of your payments due to you. This cancellation option expires 30 days after we notify you of the facts that give rise to it, as described in this paragraph, and is waived if both you and we sign an amended agreement.

Responsibility for Taxes and Licenses. You are solely responsible for paying any applicable taxes, and obtaining any permits, licenses, and/or approvals under local, state, and federal law applicable to your participation in the Partner Table Row, including but not limited to a temporary or permanent business license from the Portland Office of Management and Finance.

Your Assumption of Risk. You are solely and fully responsible for your table material, merchandise, and other property at all times. If we, or the Convention Facilities, store any of your property, or if you ship any property to us or the Convention Facilities, it is as a courtesy, and no bailment or assumption of liability is created.

You expressly assume all risks associated with, resulting from or arising in connection with your participation in or presence at the Event, specifically including, but not limited to, all risks of theft, loss, harm, or damage to property, or personal injury or death, or loss of business or profits.

It is solely your responsibility to obtain any insurance that we require or that you desire against liability or for the protection of your property. Any of our requirements that you obtain insurance are not an assumption of such risk or liability by us. Your failure to meet any of our insurance requirements, or our failure to enforce or our error in enforcing such requirements, are not an assumption of such risk or liability by us.

No Warranty. Other than as specified in this contract, we don't make any specific promises about your participation in the Partner Table Row or the Event. For example, we don't make any promises about the number of attendees. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Limitation of Liability. When permitted by law, Altonimbus, and the Convention Facilities, will not be responsible for lost profits or revenues, financial losses, or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Altonimbus, and the Convention Facilities, for any claim under this contract, including for any implied warranties, is limited to the amount you paid us under this contract.

In all cases, Altonimbus, and the Convention Facilities, will not be liable for any loss or damage that is not reasonably foreseeable.

Indemnification. You will hold harmless and indemnify Altonimbus and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to your participation in the Partner Table Row or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Governing Law. This contract is governed by the laws of Oregon, U.S.A. as applied to contracts entered into and entirely performed within such state. You agree that the courts located in Oregon 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. You waive any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Portland, Oregon, located in Multnomah County.

Severability. If it turns out that a particular provision in this contract is not enforceable, this will not affect any other provisions.

Signature. Each party's signature indicates that they have read, understand, and agree with the terms set forth.

Partner Table Business Name to Display on Listings

Name of Primary Partner Table Representative – Please print
Please specify Name on ID first, and then Preferred Name (if desired), in that order

Date of Birth

Signature of Partner Table Representative

Date of Signature

Signature of Partner Table Coordinator, Industry Manager, or Director of Relations,
acting for Altonimbus Entertainment

Date of Signature