

2023 EXHIBITOR POLICIES

The terms and conditions set out below explain the agreement and expectations of Corpus Christi Comic Con ("C4"), its respective officers, directors, staff, affiliates, representatives, employees and volunteers, have of its artists, vendors, and all third parties/dealers that will conduct business on site as exhibitors at a booth/table during the convention. Failure to comply with these terms and policies will result in forfeiture of all fees paid, removal from the convention and a ban from all future High Tide Events.

CANCELLATION POLICY

Cancellation requests must be made in writing and/or sent via email to jon@corpuschristicomiccon.com. Exhibitors who cancel exhibit space more than 90 days prior to the opening day of the event will be refunded their purchase price minus Ticket Provider Service Fees and a \$50.00 Cancellation Fee from High Tide Events, LLC. 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 be refunded 50% of total purchase price minus Ticket Provider Service Fees and a \$50.00 Cancellation Fee from High Tide Events, LLC. There will be no refunds for cancellations made less than 60 days prior to the opening day of the event. All cancellations will be subject to a two-year probation period from all High Tide Events, LLC.

TEXAS SALES TAX

All persons that will be selling merchandise are required by Texas law to have an active Texas Sales Tax Permit. The Texas State I.D. number must be provided to Corpus Christi Comic Con upon reservation of Exhibitor Space. If your permit is inactive you are required to have it updated prior to selling at the event. Texas law requires an 8.25% sales tax be charged on all purchases.

RESTRICTIONS

The following items and actions are prohibited: the sale of food and/or beverages without prior approval; switching or rearranging tables from the original placement by C4; and the sale, distribution, solicitation, and promotion of any items or services not reviewed by C4 and given prior consent.

A.) **Merchandise** - The display or sale of illegally manufactured or copied merchandise goods, otherwise known as "bootleg", "pirated" or "counterfeit" items are NOT allowed. Only properly licensed, commercially produced materials or original works may be on display, sold or purchased. Items found to be in violation will be removed from display for sale immediately, and the Exhibitor will not be allowed at future High Tide Events. In addition, the display or sale of pornographic and/or adult merchandise to ANYONE under the age of 18 is ILLEGAL. Due to the nature of our family-friendly event, these items are STRICTLY PROHIBITED and NOT ALLOWED AT C4. Additional restrictions may be communicated by C4 at the time of convention.

B.) **Weapons** - refer to edged, sharp, swords, knives and any items commonly considered to be weapons by Texas State Law. All sharpened edges must be sheathed and peace tied at all times. Dealers who sell these items are encouraged to provide a sealed box for attendees and should notify the attendee that the weapon may be carried in the convention center (boxed, bagged, and/or piece bonded) as long as they are at least 18 years of age. Drawing of weaponry, horseplay, or careless handling of weapons in public areas is not allowed and may result in expulsion from the convention. C4 does NOT allow the selling of guns or ammunition of any kind. Dealers selling items that may be categorized as a weapon must inform the

attendee that they must visit the weapons check table for weapon information. Dealers selling weapons must conform to all local, state and federal regulations. Sales of weapons may be made only after verification of age using a government-issued identification card showing the purchaser is eighteen (18) years or older. Any participant caught purchasing a weapon for a minor will be removed from the convention and proper authorities will be notified.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter C4 with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

C.) Sound - 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 individual booths. 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. C4 reserves the right to determine sound interference with others and Exhibitor shall comply with any request by C4 to discontinue any such sound or music.

BOOTH ASSIGNMENT

Booth placements are NOT GUARANTEED, and will be made at the discretion of convention organizers ONLY. Booth assignments are subject to change at any time and can be communicated on the convention floor by C4. Only C4 has the authority to transfer or trade table space with any other entity. Any trades or transfers may be requested to C4 in writing and must be received 60 days prior to the opening day of the event. Additional fees may apply.

All self-built displays or additions for tables/booths must be pre-approved by C4. All structures (racks, back tops, etc.) that create enclosed walls are NOT permitted on or around the tables. 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 C4's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of C4 and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of C4. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from the 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.

BOOTH OCCUPANCY

Exhibit space, occupancy hours, and dates for installing, occupying and dismantling exhibits shall be those expressly specified by C4. If Exhibitor fails to install its display in its assigned space by one hour before show opens or leaves its space unattended during the Exhibit hours, C4 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 convention hours. Exhibitors may not dismantle the display until the convention is officially closed by C4 at 5:00pm on Sunday, July 30th, 2023. Exhibitors who fail to abide by occupancy regulations will be banned from further participation at C4 events.

ASSUMPTION OF RISKS

Exhibitors expressly assume all risks associated with, resulting from or arising in connection with their participation or presence at C4 and the American Bank Center, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of artist/vendor/dealer, whether caused by negligence, intentional act, accident, act of God or otherwise.

ADDITIONAL TERMS AND CONDITIONS

If Exhibitor fails to make a payment required by this contract in a timely manner, C4 may terminate this contract immediately (and Exhibitor's participation in the convention) without further notice and without obligation to refund monies previously paid. C4 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 C4. C4 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. C4 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 C4'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 C4 removes or restricts an exhibit which C4 considers to be objectionable or inappropriate, no refund will be due Exhibitor. Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to C4 in its sole discretion) and hold Corpus Christi Comic Con and the American Bank Center 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. Exhibitors shall not settle or compromise any claims against C4 without C4's prior written consent. UNDER NO CIRCUMSTANCES SHALL C4 OR THE AMERICAN BANK CENTER 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 APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL C4'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO C4 BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT. C4 makes no representations or warranties, express or implied, regarding the number of persons who will attend the convention or regarding any other matters. If C4 cancels the convention due to circumstances beyond the reasonable control of C4 (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the American Bank Center) C4 shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of C4's liabilities to Exhibitor. C4 reserves the right to cancel, re-name or re-locate the convention or change the dates on which it is held. If C4 changes the name of the convention, relocates the convention to another event facility within the

same city or changes the dates for the convention to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the convention originally was scheduled to be held, no refund will be due to Exhibitor; provided however, C4 shall assign use of such space to Exhibitor pursuant to the terms of this contract. If C4 elects to cancel the convention other than for reasons previously described in this paragraph, C4 shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of C4 to Exhibitor. By Exhibitor's participation in the convention, Exhibitor expressly grants to C4 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 convention and to use such names in C4 promotional materials. C4 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 C4 may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the convention and use such photographs for any C4 promotional purpose. Exhibitors shall promptly pay for any and all damages to the American Bank Center or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the American Bank Center (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitors shall construct its exhibits to comply with the Americans with Disabilities Act. C4 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. Exhibitors shall conduct themselves 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, C4 in its sole judgment may refuse to consider for participation in future events held by C4 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 C4. 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 C4, which consent shall be in C4's sole discretion. Any and all matters pertaining to the convention and not specifically covered by the terms and conditions of this contract shall be subject to determination by C4 in its sole discretion. C4 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 the Exhibitor. Any such rules and regulations 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. Exhibitors shall observe and abide by additional regulations made by C4 as soon as these additional rules or regulations are communicated to Exhibitors. This contract (including any additional rules or regulations adopted by C4 from time to time) states the entire agreement of the parties with respect to the subject matter hereof. This contract is governed by the laws of the state of Texas as applied to contracts entered into and entirely performed within such a state. Exhibitor agrees that the courts located in the state of Texas 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 Corpus Christi, Texas. In the event Exhibitor is indebted to C4, whether or not such indebtedness arises from this or any other agreement, C4 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 C4 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.

By applying for and reserving exhibitor space for Corpus Christi Comic Con you agree to these terms and conditions listed above.