



**ALIEN**  
2016 **CON**<sup>TM</sup>

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**FRIDAY, OCTOBER 28-  
SUNDAY, OCTOBER 30**

**SANTA CLARA CONVENTION CENTER  
SANTA CLARA, CA**

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**VENDOR GUIDE**

## GENERAL INFORMATION

Vendor booths and tables are now available for purchase at [thealiencon.com/vendors](http://thealiencon.com/vendors)

**Friday:** Setup day for all tables and booths  
**Saturday:** Operational hours from 10am to 7pm  
**Sunday:** Operational hours from 10am to 5pm

If you would like to purchase 4 or more booths please email [info@alienconvention.com](mailto:info@alienconvention.com) for special pricing.

## TABLE AND BOOTH OPTIONS

### ARTISTS ALLEY



\*Images are not an exact depiction of what will be available at Alien Con.

Artist Alley Tables are for merchants who sell 2-D artwork. This includes sketches, prints, graphics, illustrations, original comic books and original books, etc. Location of tables is determined by Alien Con. Pipe and drape is not included. Includes a six foot long table, two chairs, and 2 Exhibitor Weekend Badges per space.

**Price:** ~~\$325~~ **Early Bird Special: \$225**

### DEALER TABLE



\*Images are not an exact depiction of what will be available at Alien Con.

Dealer Tables are for a person or company who sells manufactured goods (ex: t-shirts, so uvenirs, plushies, wholesale items, independent distributors). Dealer Tables are intended for smaller businesses that do not need an 10'x10' Vendor Booth space. Location determined by Alien Con. Pipe and drape not included. Includes a six foot long table, two chairs, and 2 Exhibitor Weekend badges per space.\*

**Price:** ~~\$650~~ **Early Bird Special: \$425**

### DEALER BOOTH



\*Images are not an exact depiction of what will be available at Alien Con.

Vendor Booths are for a person or company who sells a specific or variety of pop-culture products or services for the consumer (ex: clothing, art work, posters, novelty items, action figures, costumes, video games, etc). Location determined by Alien Con. Includes a 10'x10' space, full pipe and drape, two chairs, a six foot long table, and 4 Exhibitor Weekend badges per space.\*

**Price:** ~~\$1495~~ **Early Bird Special: \$995**  
**For payment plan options, please contact**  
[info@alienconvention.com](mailto:info@alienconvention.com)

## BOOTH ADD-ONS

### CORNER SPACE

Increase your booth's visibility by reserving a premium corner space. Limited spaces available.

**Price: \$200**

### POWER DROP

Convention Facility will provide power for booths with this option.

**Price: \$75**

## TERMS AND CONDITIONS

1. The Terms: "Convention" means the Alien Con event scheduled to be held on October 28-30, 2016 ("Convention Dates") at the Hyatt Regency Santa Clara Convention Center ("Convention Facility"). The Convention is produced and managed by Cosmic-Con, LLC ("CC" or "Promoter"). As used hereinafter, the term "Promoter" means, collectively, CC, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively any business entity, or person ("You") that applied for exhibit space rental and agrees to enter into this contract, and each of such Exhibitor's officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

CC may provide to Exhibitor from time to time additional materials which will specify additional terms and conditions for Exhibitor's participation and/or presence at the Convention. Such additional 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. Exhibitor hereby agrees that all information containing terms and conditions provided to You by CC shall be deemed fully read and understood by Exhibitor and that Exhibitor shall be bound by all the terms and conditions contained herein and therein.

2. Qualifications of Exhibitor: CC, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Convention. Applicants who have not previously exhibited at a prior convention held by CC or Promoter similar to that of the Convention may be required to submit a description of the nature of their business and the items intended to be exhibited. CC reserves the right to restrict or remove any exhibit which CC, in its sole discretion, believes is objectionable or inappropriate. No adult or profane materials may be displayed or sold without prior written permission of CC. 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, CC in its sole judgment may refuse to consider for participation in future conventions held by Promoter an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. 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 CC, which consent shall be in CC's sole discretion.

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

4. Binding of Contract: This contract shall become binding and effective only when both Exhibitor and an authorized representative of CC have signed it and acceptable partial or full payment (as applicable) has been made by Exhibitor to CC.

5. Liability: Exhibitor expressly assumes all risks and liability associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Convention, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against Promoter without Promoter's prior written consent.

8. Cancellations:

By Exhibitor: There will be no refunds for cancellations made once payment is processed. All monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment.

By CC: If Exhibitor fails to make a payment required by this contract in a timely manner, CC may terminate this contract immediately (and Exhibitor's participation in the Convention) without further notice and without obligation to refund monies previously paid. CC 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 CC. CC 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. CC 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 CC'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 CC removes or restricts an exhibit which CC at its sole discretion considers to be objectionable or

*(Continued)*

inappropriate, no refund will be due Exhibitor.

**Cancellation of the Convention:** CC reserves the right to cancel, re-name or re-locate the Convention or change the dates on which it is held for any reason. If CC cancels, CC shall refund to each Exhibitor its exhibit space rental payment previously paid, in full satisfaction of Promoter's liabilities to Exhibitor. If CC changes the name of the Convention, relocates the Convention to another convention 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, CC shall assign use of such space to Exhibitor pursuant to the terms of contract. If any dispute arises between Exhibitor and CC in connection with the Convention other than for reasons previously described in this paragraph, CC, at its discretion, may refund each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction.

**9. Exhibit Hours and Possession:** Exhibitor hours and dates for installing, occupying and dismantling exhibits shall be those determined by CC. If Exhibitor fails to display in its assigned space when the show opens or leaves its space unattended during the Exhibit hours, CC 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 and appropriately staffed during the Convention hours. Exhibitor may not dismantle the display until the Convention is officially closed by CC. Exhibitors may not assign their display space to third parties without prior written approval from CC.

**10. Rights of Publicity:** Exhibitor expressly grants to CC a fee free, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic, video or other media) listing the exhibiting companies at the Convention and to use such names in CC promotional materials in any media. CC 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 CC may also take video and/or 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 CC promotional purpose.

**11. Care of Exhibit Property:** Exhibitor shall promptly pay for any and all damages to the Convention Facility (Exhibit Property and its Facility) or associated facilities, booth equipment or the property of others caused by Exhibitor.

**12. Common Area: Use of Aisles and Common Areas**

to distribute samples, promotional material, and printed matter of any kind, is prohibited. All business shall be restricted to the exhibit booth. Signs, decorations, banners, advertising material or special exhibits will not be permitted in any of these spaces except by written permission of CC. Audio visual of sound devices are permitted, but must be controlled and not unreasonably infringe on the rights of any other exhibitors or attendees. Sound of any kind must not be projected outside of the exhibit booth. CC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by CC to discontinue any such sound or music.

**13. Taxes and Fees:** All fees, licenses, permits or approvals under federal, state or local law applicable to Exhibitor's activities at the Convention shall be obtained and paid for by Exhibitor.

**14. Legal: Observance of Laws:**

a. Exhibitor shall observe and obey all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Convention Facility (including without limitation any union labor work rules).

b. Exhibitors shall obey any and all intellectual property regulations, including rights of publicity, privacy, trademark and copyright laws.

c. Enforcement in the Convention - Exhibitor is indebted to CC, whether or not such indebtedness arises from this or any other agreement, CC 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 CC 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.

**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 Santa Clara, California.

Exhibitor acknowledges it has read this agreement, has obtained or has had the opportunity to obtain advice of counsel concerning the same, and understands and accepts the terms and conditions contained herein.