



**OCTOPUS
EVENTS GROUP**



OCTOPUS EVENTS GROUP TERMS & CONDITIONS

The company, its employees and agents, as described filled out by applicant on this application, is herein referred to as Exhibitor. Octopus Events Group, the show management, is herein referred to as OEG. The show itself, Comic Con Oakland, is herein referred to as the Exhibition.

The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, OEG is authorized to occupy such space or to cause such space to be occupied as OEG deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. OEG reserves the right to relocate Exhibitor. It is further agreed that the conditions, rules and regulations in these Terms & Conditions, and in the exhibitor manual, may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. Carefully read the “Cancellation Policy” to ensure you fully understand your rights and financial obligations. This Policy will be strictly enforced.

1. Cancellation Policy. In the event Exhibitor seeks to cancel this License or withdraw from the Exhibition, Exhibitor may only do so by giving written notice to OEG, by email or certified mail, return receipt requested. The date of cancellation, withdrawal or downsize in space as applicable shall be the postmark date on the notice. Cancellation 90 days or more before the date of the Exhibition entitles you to a full refund minus any processing fees. Cancellation between 60 and 90 days before the date of the Exhibition entitles you to a refund amounting to 50% of your total payment minus processing fees. Cancellation within 60 days or less of the date of the Exhibition, your entire payment is forfeited, and no refund shall be due.

2. Exhibits & Material. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. OEG reserves the right to determine the eligibility of any product for display. Exhibiting manufacturer’s representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space. Exhibitor agrees not to sell or distribute any adult material to minors. All “Adults Only” material must be either behind the table or, if displayed on a table or display rack, covered so that minors may not open it. Any adult material depicting nudity must be “blinded” (i.e. the nudity or sexual conduct must be covered). OEG does not allow bootleg or counterfeit materials of any kind. Possession or sale of these materials is at your own risk. We do not allow AI-generated artwork to be displayed or sold. If any form of AI-generated work being sold is determined to be as-such by our staff, it will be considered a form of counterfeit/bootleg merchandise and will be required to be removed. Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely by strict compliance with these rules. OEG reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor’s representatives upon OEG’s good faith determination that the same is not in accordance with these rules and regulations.

3. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless OEG and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this License or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. OEG shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, COVID-19 or other such pandemics, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk and should be safeguarded at all times. The venue will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of OEG to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by OEG. Exhibitor agrees that OEG shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. OEG makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

4. Default. Exhibitor's booth/table must be occupied by 9:00am the first day of Exhibition. If Exhibitor's booth/table is not occupied by the time set and has not contacted OEG to make arrangements for late arrival, such space may be possessed by OEG for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, OEG may, without notice, terminate this License. In the event of such default, OEG may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. Exhibitor's payment will be subsequently forfeited. Exhibitor must occupy booth space for the entirety of the Exhibition's event hours. Failure to do so will result in forfeiture of any financial compensation due.

5. Sub-licensing/Booth Usage. Exhibitor shall not sub-license, assign or otherwise permit any person to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor must seek OEG's permission to sublet, share or sign over their booth to another party. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth without the express written permission of OEG. In the case of multiple parties sharing one exhibit space, the person whose name appears in this contract assumes full responsibility for that space as specified here. OEG rulings in its sole discretion shall in all instances be final with regard to use of any exhibit space.

6. Damage to Property. Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns, wall, doors, floors, or to standard booth equipment.

7. Special Services. Electricity, internet, telephone, as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

8. Booth Representatives. Booth representatives shall at all times wear badge identification furnished by OEG. OEG may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open, as well as during setup and take-down.

9. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

10. Safety. Lighting and Fire Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with the local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted, and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. Do not encroach on any aisles that border your booth. Fire Extinguishers, Hose Cabinets, Fire Exits or Fire Alarms cannot be blocked or covered. All decorations must be flame retardant or FR rated. They are subject to a random flame test by the Fire Marshal. Acceptable materials will not hold a flame. Materials can be manufacturer certified or may be treated with a flame retardant. Wood less than one-quarter inch thick must be treated. In most cases, floor coverings are the exception. Table coverings are excepted if they do not overhang the table more than six inches. Booth storage is allowed as follows: a. Cardboard boxes, packing materials, waste and debris must be removed prior to the start of the show and kept picked up during the show. b. All areas are inspected periodically. c. Boxed brochures, product and sales material storage may be allowed if kept tight, orderly and not stored behind the back of your booth. All extension cords must be a minimum of 14 gauge, 3 wire and grounded. Ties or cable clamps must be used when running cord. Lightweight extension cords or "zip cords" are strictly not allowed. Power strips are approved for additional outlet plugs (Cube tabs are not allowed and power strips cannot be "daisy chained"). Cords, plugs, and strips must have UL labeling Lighting must be UL labeled and used consistent with design.

11. Sales Tax. Exhibitors are responsible for collection and payment of California State Retail Sales Tax. You must provide a UBI Number or Temporary Tax Registration number upon request for any tax authority. If you set up at OEG without a valid number, any fines incurred will be passed on to you, the Exhibitor. To obtain a free temporary seller's permit, please call 800-400-7115 or visit <https://www.cdtfa.ca.gov/industry/temporary-sellers/#Register-Permit>.

12. Performance of Music and Sound Regulations. Exhibitor acknowledges that any live or recorded performances of music by or one behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to OEG that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless OEG from any damages or expenses incurred by OEG due to Exhibitor's use or authorization of use of such music. Mechanical or electrical devices which

produce sound must be operated so as not to disturb other exhibitors. OEG reserves the right to determine the placement and acceptable sound level of all such devices and may determine at what point sound constitutes interference with others and must be discontinued. Music played at an Exhibitor booth shall not be heard outside of the booth within 10 feet of said booth.

13. Personnel and Attire. OEG reserves the right to determine whether the character and/or attire of booth personnel are acceptable for attendees. If not deemed appropriate by OEG staff, booth personnel will be asked to leave the Exhibition and return in appropriate attire. If Exhibitor does not comply with OEG staff's request, OEG may thereupon direct Exhibitor forthwith to remove the personnel permanently from the show.

14. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by OEG intended to resolve the dispute or disagreement shall be binding on Exhibitor.

15. Care and Removal of Exhibits. OEG will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by OEG to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, OEG reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of OEG's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to OEG.

16. Insurance. Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

17. Anti-Harassment. Exhibitor agrees to OEG's Anti-Harassment Policy. OEG has a Zero Tolerance Policy for harassment of any kind, including but not limited to: Stalking, Intimidation, Offensive verbal comments, Physical assault and/or battery, Harassing or non-consensual photography or recording, Sustained disruption of Panels, signings, and other events, Bathroom policing, Inappropriate physical contact, Unwelcome physical attention with, but not limited to Race, Color, National Origin, Gender, Gender identity, Gender presentation, Sexual orientation, Age, Body size, Disability, Appearance, Religion, Citizenship, or Pregnancy. OEG staff will take prompt action in any form they deem appropriate on harassment reports, including expulsion from Exhibition with no refund. If necessary, we will contact local law enforcement, provide escort, offer a safe place or otherwise assist those experiencing harassment to make sure they feel safe for the rest of Exhibition. This policy applies to everyone at the convention, including exhibitors, fans/attendees, speakers, guests, professionals, press, staff, volunteers, and security.

18. Amendment to Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of OEG. OEG shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.

19. License Acceptance. Deposit of your payment does not constitute acceptance of this License. This License shall not be binding until accepted by OEG.

20. Reminder. Internet, A/V and electricity are provided by 3rd party companies and are not included with your purchase. Forms for these services, plus shipping, drayage, furniture rentals and more, will all be available pre-show from our decorator. Alongside these forms will be setup and load-in & load-out information.

21. Integration of License. This License contains the entire agreement between OEG and Exhibitor. It may not be orally modified. Only an agreement in writing, signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought, will be enforceable.