

EXHIBITOR/DEALER SPACE CONTRACT FOR ANIME NORTH 2005

I. Introduction. PLEASE ENSURE THAT ALL SECTIONS ARE READ.

This is an application and contract for table space at Anime North 2005. The contract is between Anime North ("SPONSOR") and the signee ("EXHIBITOR") upon written acceptance. Terms, notwithstanding the establishment of, adjustment to, or changes to the plan of exhibits, vendor booths, rates, regulations, and any or all other areas, at the sole discretion of the SPONSOR, with or without notice, all of which constitute part of this contract, are as follows.

II. Fee schedule.

Note 1. A **50% deposit is required** upon table booking or your table will not be held. The 50% deposit must be received by an applicable agent of Anime North within 10 business days of exhibit reservation request. Please further note that requests CANNOT be submitted electronically; a valid signature in ink is required.

Note 2. All exhibit space MUST be paid in full by May 14, 2005.

Note 3. US exchange is based on an approximate 90-day Interbank average as of January 1, 2005, and is subject to change (0.830).

Note 4. Discounted rates are approximate; discounted and US dollar amounts have been rounded to the nearest \$5 increment for administrative purposes.

Before April 1, 2005 (plus 7% GST)

# Tables	Canadian \$	With Ad (-10%)	USD \$	With Ad (-10%)
1	300.00	270.00	250.00	225.00
2	600.00	540.00	500.00	450.00
3	900.00	810.00	750.00	675.00
4	1200.00	1080.00	1000.00	900.00
5	1500.00	1350.00	1250.00	1125.00

From April 1 to first day of convention (plus 7% GST)

# Tables	Canadian \$	With Ad (-10%)	USD \$	With Ad (-10%)
1	400.00	NA	325.00	NA
2	800.00	NA	650.00	NA
3	1200.00	NA	975.00	NA
4	1600.00	NA	1300.00	NA
5	2000.00	NA	1625.00	NA

III. Additional terms of interest (please read carefully)

1. EXHIBIT/VENDOR SPACE RENTAL FEE:

The rental fee for exhibit/vendor space will be as stated above for the dates of May 27 - 29, 2005 inclusive. All exhibit/vendor space includes:

- Table size; 8 x 3 ft
- 2 Dealer/Exhibitor Badges
- 2 chairs
- 1 table cloth per table
- Additional passes at CAD\$35 / USD\$28 (Pre-reg rates)
- **NO ELECTRICITY IS PROVIDED**- if you need power- please contact the Toronto Congress Centre via the appropriate applications available on the Anime North 2005 website

NOTE: The space is limited to the area provided; NO overhanging displays into other EXHIBITORS' space, doorways, corridors, or otherwise will be allowed. As well,

DUE TO FIRE REGULATIONS,

- **There is to be NO exhibiting of goods from the floor or under tables.**
- **No fire equipment or exits will be blocked.**
- **SPONSOR reserves the right to request to remove such obstructing items.**

NOTE: There will be NO additional tables or display furniture of any size available for rental. EXHIBITORS must make all arrangements for display fixtures.

ELECTRICITY: there will be NO provision for electricity from Anime North. EXHIBITORS requiring electricity MUST contact the Toronto Congress Centre directly. Anime North makes no guarantee of availability of electricity and is released from all responsibility and liability hence with.

2. PAYMENT:

Please make cheques and acceptable money orders payable to: "Anime North 2005". Cash will NOT be accepted through the mail: do NOT send cash in the mail. All fees are stated in the amounts/currency accepted. *We cannot accept US Domestic "Green" USPS Money Orders; they are not valid in Canada.*

All fees are subject to 7% GST (receipts will be provided at time of payment completion) and are **due within 10 business days of booking** and include a non-refundable deposit of 50% of the total amount. If at any time after the booking the EXHIBITOR cancels, monies paid out except the deposit will be refunded. If for any reason the SPONSOR cancels, all monies will be refunded to the EXHIBITOR without penalty.

- If the 50% deposit is not received within 10 business days - then your allocated space will be offered to those next on the waiting list.
- All fees MUST be paid in FULL before the opening of the convention to the exhibitor, May 27, 2005.

All NSF cheques will be subject to a 25\$ USD/CDN handling fee.

3. LOCATION AND PLACEMENT OF EXHIBITS:

The Anime North Dealers Room will be held at the Toronto Congress Centre. As mentioned in the introductory paragraph, the SPONSOR reserves the right to make modifications and change exhibit/vendor space assignments, as may be necessary to adjust to the floor plan anytime.

Please note that Dealer space is limited and will be sold on a first come, first paid basis.

4. INSTALLATION AND REMOVAL TIME:

EXHIBITOR may begin installation as of 12:00pm Friday May 27, 2005. Installation is the sole responsibility of the EXHIBITOR. All exhibits must be removed by 7:00 pm Sunday May 29, 2005. Removal is the sole responsibility of the EXHIBITOR.

NOTE: For shipping and receiving goods at the Toronto Congress Centre- please contact the Toronto Congress Centre per their policies on shipping/receiving. This information is also available on the Anime North 2005 website- Dealer's Room section.

5. DEALER ROOM HOURS:

- *Set up time: Friday, May 27, 2005: 12 noon-5pm*
- Open access to convention attendees: Friday May 27, 2005: 5pm - 10pm
- *Set up time: Saturday, May 28, 2005: 9 am -10 am.*
- Open access to convention attendees: Saturday May 28, 2005: 10 am - 8pm
- *Set up time: Sunday, May 29, 2005: 9 am – 10 am.*
- Open access to convention attendees: Sunday May 29, 2005: 10am - 5pm
- SPONSOR reserves the right to change exhibit hours of Anime North as necessary.

6. TAXES AND LICENSES:

EXHIBITOR shall be responsible for obtaining licenses, permits or approvals required under law applicable to their activity at Anime North. EXHIBITOR shall be responsible for paying all taxes, license fees, fines or any charges that shall come due to any governmental authority in connection with their activity at Anime North. EXHIBITOR will be required to provide a vendor's permit, temporary or otherwise upon request of SPONSOR.

7. CUSTOMS BROKER:

EXHIBITOR shall be responsible for contacting a Customs Broker if required. For our US Dealers/Exhibitors, Mendelssohn - Customs and Transportation Services has been appointed as the Official Customs and Transportation Provider. Please note that it is the responsibility of the EXHIBITOR to make the necessary arrangements with a Customs Broker.

For inquiries or arrangements regarding customs and international shipping matters, please contact:

Mendelssohn Customs and Transportation Services
69 Yonge Street, Suite 400
Toronto, ON
Canada M5E 1K3

For Anime North 2005 - please contact:

Tiziana Doimo
416-863-9339 ext 158
Fax: 416-863-5149
email: tdoimo@mend.com www.mend.com

8. INSURANCE:

EXHIBITOR understands that neither SPONSOR nor the Toronto Congress Centre will be maintaining insurance covering any EXHIBITOR property and it is the sole responsibility for the EXHIBITOR to obtain such insurance. Anime North is NOT responsible for any stolen/lost or damaged item(s).

9. WHOLESALERS/DISTRIBUTORS:

Any organization or company that is a wholesaler/distributor is not allowed at Anime North 2005 in the Dealer's Room. We offer our rental space to those organizations/companies that are legitimate retailers. If a retailer holds dual roles, they MUST sell their items at the Suggested Retail Sales Price (retail price) and NOT at wholesale price. Any infringement of this will result in immediate expulsion of the EXHIBITOR without any financial compensation from the SPONSOR. Proof of retail status must be provided by EXHIBITOR when requested by SPONSOR to include vendor's permit, active online store - URL's (must have current/weekly updates to qualify), or have a brick and mortar store that can be visited.

Third party distributors may be allowed to DISPLAY and PROMOTE their items only in the Corporate Area -- where cash exchanges are NOT allowed.

10. LIABILITY:

Anyone visiting or viewing or otherwise participating in the EXHIBITOR'S exhibit is deemed to be the invitee or EXHIBITOR rather than the invitee or licensee of the SPONSOR. SPONSOR 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. EXHIBITOR assumes full liability for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority. SPONSOR is NOT responsible for any stolen, lost or damaged item(s).

11. SUBLETTING:

The subletting of exhibit space at Anime North without prior written consent of SPONSOR is prohibited.

12. SECURITY:

SPONSOR will provide unarmed guard service during hours the exhibit premises are closed. However, EXHIBITOR is solely and fully responsible for EXHIBITOR'S exhibit material. Under no circumstance will SPONSOR be liable for loss or damage of merchandise, equipment or revenue. All property of

EXHIBITOR is understood to remain in EXHIBITOR'S care, custody and control in transit to or from or within the confines of the exhibit premises. EXHIBITOR is solely responsible for their merchandise and equipment during all open hours.

13. ADULT MATERIAL:

EXHIBITOR may NOT display material depicting nudity or sexual conduct unless it is covered or displayed in such a way that minors cannot view such explicit material. Adult material must not be accessible to minors in any way. No adult material may be sold, given, or distributed to any minor. Failure to comply may result in but is not limited to EXHIBITOR'S expulsion from Anime North with no refund of Dealers Room rental fee, arrest, and/or criminal prosecution.

- **We are a family focused event and expect all EXHIBITORS to abide of not displaying adult or “hentai” material in an explicit manner. The SPONSOR reserves the right of removing offending merchandise if these terms are not observed and followed.**

14. BOOTLEG, UNAUTHORIZED, OR OTHER ILLEGAL MATERIAL:

Any items or merchandise for sale which are not legally authorized, implied or otherwise, to be sold in Canada and/or in Ontario are prohibited. Prohibited items include (but not exclusively): videos distributed by persons/organizations, music and or visual medium that is not manufactured in Japan and model kits with whom legal copyrights are not held, and items copied for resale without authorization or are not licensed in North America.

SPONSOR reserves the right to demand removal any such material from sale at the convention. Failure to comply may result in but is not limited to EXHIBITOR'S expulsion from Anime North with no refund of Dealers Room rental fee.

We will be having guests from many of the companies holding copyright in North America. As an example, Bandai is very aggressive in defending their Gundam property.

- **Such examples of bootlegged material include SonMay CD's, EverAnime CD's and Anime Cartoon and similar Taiwan/Hong Kong based company DVD's. Other examples (but not exclusive) are: Taiwanese Posters, Taiwanese Wall/Cloth Scrolls, VCD's.**
- **Essentially anything that is not stated as being made or licensed in North America, Europe or Japan is considered to be a bootlegged item and is NOT ALLOWED at Anime North 2005.**
- **If you are unsure of your item(s)- please contact us for assistance BEFORE the event**

Please note: SPONSOR may inspect the EXHIBITS during set up and throughout the event for such material. Sponsor may or may not issue a verbal

warning. The EXHIBITOR may be expelled from Anime North WITHOUT any warning, verbal or otherwise, at the SPONSOR's sole discretion, with no liability to SPONSOR for rental fees, lost revenue, or any and all other incurrences.

***** THIS CONTRACT IS THE EXHIBITOR'S WARNING! *****

15. COMMUNICATIONS:

The Dealer's Room Manager, acting as agent of the SPONSOR, is the official point of contact for the EXHIBITOR at Anime North. The EXHIBITOR should direct all contact with the SPONSOR through the Dealer's Room Manager and or the Liaison Director, before and during the event. Invoices will be provided for ALL confirmed rentals.

Payment and signed contract to be sent to:

Etuska Varga
Anime North Dealer's Room Manager
20 Conover Court
Brampton, Ontario
L6Y 3J5

PLEASE SEND IN THE FOLLOWING INFORMATION: KEEP A COPY FOR YOUR OWN RECORDS. **RECEIPTS WILL BE PROVIDED AT TIME OF DEALER/EXHIBITOR SET UP.**

16. EXHIBITOR INFORMATION (please print legibly):

Business Name:	
Address:	
Contact Person:	
Alternate Contact:	
Phone #:	
Email:	
Anime North Invoice #	
Business/Tax ID#:	

Name on Dealer Badges*

1.	5.
2.	6.
3.	7.
4.	8.

*Note: Only 2 badges per table rented unless additional fees are paid

# Tables	Fee/Table	+ 7% GST	Total	Date Paid

If paying by cheque, please complete the following:

Cheque Number	Bank and bank address	Amount and currency	Cheque date	Signer (please print)

IV. AUTHORIZED SIGNATURES

In making this contract, I hereby acknowledge that I have read these pages and have understood the above terms for Dealers/Exhibitors at Anime North 2005. I hereby agree to be bound and to comply with the terms as stated. I further acknowledge that failure to abide by the terms for the Dealers/Exhibitors at Anime North 2005, may result in the loss of my Dealer/Exhibitor privileges without recourse or refund.

***** ENSURE THAT ALL SECTIONS HAVE BEEN READ BEFORE SIGNING! *****

EXHIBITOR

Print Name:	
Signature:	
Date:	

SPONSOR

Print Name:	Anime North - 2005
Signature:	
Date:	

Payment to be sent to:

Etuska Varga
Anime North Dealer's Room Manager
20 Conover Court
Brampton, Ontario
L6Y 3J5