

## **NorthEast ComicCon & Collectibles Extravaganza 2023**

### **EXHIBITOR TERMS and CONDITIONS**

This agreement is for Exhibit space at the 2023 **NorthEast ComicCon**.

The producer of the event, MOPCEC LLC, along with the Boxboro Regency Hotel and all their employees, agents, staff and production partners (herein referred to jointly as “**NorthEast ComicCon**”) want to have a safe, comfortable and well-rounded event with exhibitors in numerous categories exhibiting and selling quality products that our attendees are seeking, and as an Exhibitor or Vendor at this event the applicant agrees to all terms, conditions and disclaimers in this document.

This agreement, once approved, is for exhibitor space at the “**NorthEast ComicCon**” at the Boxboro Regency Hotel in Boxborough, Massachusetts.

Exhibitor expressly understands that nothing herein shall confer any rights upon exhibitor other than those outlined herein. Exhibitor acknowledges and understands that applying for exhibit space does not guarantee an exhibit space, and that exhibiting at this event does not guarantee Exhibitor any rights to exhibit in any future shows produced by MOPCEC.

It is further understood that MOPCEC shall have the right to reject any application and/or deny entry to any exhibitor at any time prior to or during the dates of the show, and upon return of any required refundable payments made by Exhibitors, MOPCEC representing the “**NorthEast ComicCon**” shall not have any further rights, obligations or liability to the Exhibitor.

Placing an order and accepting these terms does not guarantee Exhibitor a space at this event. Upon acceptance of the application by management, “**NorthEast ComicCon**” will furnish applicant with confirmation of space with payment information. Once payment is complete, load in and load out procedures, dates and times, set up, show times and security will be detailed for Exhibitor. Security will be tight for this event to ensure safety.

Exhibitor promises not to attend if sick. Any government limitations due to public health issues must be followed.

There are rules about the type of products that can be sold on the premises that will be detailed and enforced on property, and that if breached will cause immediate expulsion without the chance of any refund or recourse. Nothing illegal in the state of Massachusetts will be allowed to be sold at the event.

Sales tax is the responsibility of Exhibitors to collect according to state laws. It is your responsibility to comply with all state laws. [www.mass.gov/guides/sales-and-use-tax](http://www.mass.gov/guides/sales-and-use-tax). Although this has never happened, be aware that People of Authority could be checking to see if anyone is selling any taxable product without a Massachusetts Tax Number.

All payments are to be made to MOPCEC LLC and the total amount payable under this agreement will be detailed in Exhibitor's approval of application. Once your application is approved, the payment for space is due immediately. If you'd like to make a partial payment, upon approval, at least 50% (fifty percent) of amount is due for deposit, with balance due thirty (30) days prior to show set up day

If you **pay by check or money order**, make payment to **MOPCEC LLC**, and send payment to **P.O. Box 702, Hudson, MA 01749**. If you pay by credit card or Paypal, it will be charged at that time and include a 5% (five percent) service fee charged by the service that handles the payment. You can save the fees by paying by check or money order, or using Paypal Friends and Family, which can also be an alternative to paying added fees.

No Exhibitors will be permitted to enter the property unless the balance due for the space is paid in full. Failure to pay in full could result in the loss of your deposit and booth. Cancellations must be made in writing at least 14 (fourteen) days in advance of the event. There are no refunds, although space may be able to be transferred for a future show or sold to another approved vendor.

"NorthEast ComicCon", at its sole discretion, shall assign space at the show and will try to accommodate special requests. Exhibitors will only be allowed to use the space they are assigned. No space will be assigned without payment. Exhibitors will limit their display to the rented space as outlined in the agreement to be the exact size paid for and agree to not alter the convention floor plan in any way. No Exhibitors will be or are allowed to have any item(s) in the aisle space.

"NorthEast ComicCon" reserves the right to rearrange the floor plan, alter entrances and exits and undertake structural changes as needed.

The space Exhibitors purchase is for YOUR USE ONLY. NO SUBLETTING and/or RESELLING of space is allowed without permission. Sharing of space is also only allowed with permission in advance by MOPCEC.

Exhibitors will get up to 3 (three) Exhibitor wristbands which allow access to all activities including concerts, panels and after-party fun. Extra wristbands can be ordered in advance for \$50 (fifty dollars) each. Lost wristbands will cost \$50 (fifty dollars) each to replace.

Electrical service is available for vendors inside the building vendor areas, cost is \$150 (one hundred and fifty dollars) per electrical outlet and can be dropped at any booth indoors. Be aware electrical hookups will not be available day of show, so if you need electricity you need to reserve that when you book your exhibit space. Sometimes we can split the electrical fee between vendors positioned next to each other.

We are only offering Exhibitors an empty space, no tables are included. Vendors will have access to free-for-use comfy chairs provided by the hotel. Exhibitors can bring their own booth needs, although table rental is available through "NorthEast ComicCon" from the hotel for \$30 (thirty dollars)

per table for the weekend; electricity and other booth needs can be ordered upon signing up for your space, or no later than fourteen (14) days in advance.

Exhibitors must comply with all state and local laws.

Exhibitors selling any consumable products must provide management with a current ServSafe Certificate along with having any needed State of MA Board of Health approval. All Food and consumables services must comply with any State of MA and Town of Boxborough regulations and be approved by hotel.

Exhibitors will not and are not permitted to affix anything to the convention room walls. Any damage to the facility NOT reported to the "NorthEast ComicCon" upon arrival prior to set up, will completely be the responsibility of Exhibitor occupying the space; and said Exhibitor will be held personally responsible for said damage by hotel.

Exhibitors will not bring any gambling devices (i.e. grab bags, dice games, card dispensing machines etc.) to be used on or near the premises without specific written consent.

"NorthEast ComicCon" has the right to remove any offensive material displayed.

Sale of firearms and/or any weapons of any kind are strictly prohibited from the property. All Massachusetts weapons laws will be strictly enforced on the property.

Exhibitors assume entire responsibility for themselves, their employees, their merchandise, their vehicle and their personal belongings and hereby agree to protect, indemnify, defend, save and hold harmless the "NorthEast ComicCon" MOPCEC LLC, including its owners, operators and staff, along with the Boxboro Regency Hotel, its owners, operators and staff, along with all staff, sponsors and principles against all claims, losses and damages to person or property, governmental charges and or fines and attorney fees arising out of, or caused by, Exhibitor's installation, removal, occupancy or use of the exhibition premises or any part thereof, from loss or damage of merchandise or injury sustained during attendance at its event. "NorthEast ComicCon" takes no responsibility for items lost or stolen: it is up to vendors to be diligent and/or carry insurance for their goods.

Exhibitor understands that "NorthEast ComicCon" does not maintain insurance covering any Exhibitor, their employees, family, or helpers' property, and it is the sole responsibility of Exhibitors to obtain any such insurance should Exhibitors want or need such insurance. "NorthEast ComicCon" maintains adequate insurance for coverage of liability due to accidents to attendees.

We recommend any Exhibitor consider obtaining liability insurance for this event, and to include "NorthEast ComicCon" MOPCEC LLC, Boxboro Regency Hotel and all of our owners, operators and staff.

There will be security on premises, however "NorthEast ComicCon" is not responsible for exhibitor's property. Be vigilant, not paranoid, and help each other if needed.

"NorthEast ComicCon" RESERVES THE RIGHT TO DENY EXHIBITOR ACCESS TO EVENT IF THE COMPANY FEELS THAT PARTICIPATION BY A GROUP OR INDIVIDUAL WILL HARM THE EVENT OR OUR COMPANY IN ANY MANNER AND EVENT MANAGEMENT WILL BE THE FINAL ARBITER IN THESE DECISIONS.

Exhibitor Fees - We prefer payment in check or money order. If using a credit card for payment, add 5% (five percent) credit card service fee. Deposits of 50% (fifty percent) will be accepted upon approval, with balance due no later than thirty (30) days in advance of show set up.

Spaces at the NorthEast ComicCon (some may be sold out already).

- 8 feet along the aisle by 6 feet deep = \$250
- 12 feet along the aisle by 12 feet deep = \$400
- 12 feet along the aisle by 12 feet deep on a wall = \$400
- 12 feet along the aisle by 12 feet deep on the end of an aisle = \$450
- 12 feet along the aisle by 12 feet deep with 2 aisle = \$450

I am applying to be an Exhibitor at the NorthEast ComicCon:

Space size Requested \_\_\_\_\_ Cost \_\_\_\_\_

I AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH BY MANAGEMENT, HOTEL AND GOVERNMENT OFFICIALS.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Contact Name and Title

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Phone Number

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Exhibitor Website

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Exhibitor Category (what you will be showing / selling)

I AGREE TO ALL OF THE TERMS AND CONDITIONS outlined in the agreement in order to exhibit at the NorthEast ComicCon. I agree that all employees will also comply with all terms and conditions of this agreement. Any breach of this agreement will lead to immediate removal from premises with no option for refund. I agree to make payment promptly upon acceptance, and said acceptance may be revoked if not paid in a timely manner.

- March 10-12 NorthEast ComicCon & Collectibles Extravaganza
- June 30 - July 2 Collectibles Extravaganza
- Aug. 25-27 NEComicCons presents New England WizardFest
- Sept. 30 – Oct 1 Collectibles Extravaganza
- Nov. 24-26 NorthEast ComicCon & Collectibles Extravaganza

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Signature

Date

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Approved by

Date