

## **Dealers Policy**

This is the dealers' policy for Con-G 2012. Please read in full as you, the dealer, are responsible for following the policies herein. Con-G (herein known as "the organization") and the applicant (herein known as "the exhibitor") for lease of table space(s) (herein known as "table(s)") in the designated exhibit space (herein known as "the dealer's room") at the organization's 2012 event which takes place on Feb 25<sup>th</sup> 2012 and Feb 26<sup>th</sup> 2012 (herein known as "the function").

### **Logistics**

**Function Location:** The organization will be holding its annual function at the Holiday Inn Guelph Hotel & Conference Centre (herein known as "the venue") located at 601 Scottsdale Drive, Guelph, ON N1G 1Y6. The dealer's room will be located in the Trillium Room.

The dealers' room will be open at the following times:  
Saturday, February 25<sup>th</sup>, 2012: 10:00 am until 7:00 pm  
Sunday, February 26<sup>th</sup>, 2012: 10:00 am until 5:00 pm

**Room Setup and Tear Down:** The organization has allotted times for the exhibitor to setup and tear down their displays. The exhibitor can setup their booth(s) at 8:00 to 10:00 pm on Friday, February 24<sup>th</sup>, 2012 and 8:00am to 10:00am Saturday February 25<sup>th</sup>. The exhibitor can restock their booth at 8:00am to 10:00am Sunday February 26<sup>th</sup>. The exhibitor can tear down their booth on Sunday, February 26<sup>th</sup>, 2010 at 5pm to 7pm. If the exhibitor requests special setup times, it will be at the organization's discretion for approval of requested times and the organization is not obligated to grant requests. The exhibitor is required to setup at the table(s) that they are assigned to.

**Loading Zones:** The organization has designated the side doors of the Holiday Inn Guelph Hotel & Conference Centre for loading and unloading and only during the setup and tear down times mentioned earlier. The organization will not make exceptions to those times due to the safety of the organization's members.

**Room Policy:** The exhibitor agrees not to block any corridors, hallways, fire exits or intrude on the booth(s) of another exhibitor. The exhibitor agrees not to exhibit any of their products from the floor of the dealer's room. The exhibitor agrees not to bring in alcoholic beverages and/or pets inside the venue. Animals used for medical purposes such as Seeing Eye dogs are allowed.

### **Sale of Products**

**Bootleg Policy:** Any item or merchandise for sale which are not legally authorized, implied or otherwise, to be sold in Canada or the province of Ontario are prohibited. Prohibited items include video distributed by persons or group of which is not authorized to produce or not a licensee of the distributor, music and visual medium of which is not produced in Japan or licensed to be produced in North America, model kits with whom

legal copyrights are not held and any items that have been copied for resale without the authorization or licenses to distribute.

**Sale of Weapons:** The exhibitor is not allowed to sell or bring weapons that are deemed illegal under the Criminal Code of Canada. Exhibitors who bring said weapons will be asked to either store them in their vehicle or in their place of accommodations. Weapons that are being sold and comply with the criminal code (herein “Authorized weapons”) must be sold with its box and the exhibitor must inform the purchaser that the convention forbids them from removing authorized weapons from its box or carrying case and that the convention may confiscate the weapon if caught. The exhibitor agrees that the display of authorized weapons must be secure and that no member of the organization can remove it from its display other than the exhibitor.

**Adult Material:** Adult material is defined as any product that depicts nudity and or has a rating of eighteen-plus. The exhibitor must ensure that all items defined as adult material is not accessible or at eye level of minors. The exhibitor must store all adult material at the back of their table. Any material deemed by the organizations staff inappropriate for minors must be removed out of the view and reach of minors. You may not sell such materials to minors, which means anyone under the age of 18 years of age.

**Wholesaler / Distributor(s):** Wholesalers or distributors are defined as businesses that sell products at discounted prices for the purpose of selling their products in bulk. The exhibitor agrees that if their business falls under this classification that they must sell their products at the market suggested retail price or higher.

**Subletting:** Subletting the space is defined as; the exhibitor who is stated on the contract resells their booth(s) to a third party organization. The exhibitor agrees that subletting of their booth(s) is strictly prohibited without the written consent from the organization.

### **Payment and Refund(s)**

**Payment:** The exhibitor agrees to pay the total amount of the fees decided on the exhibitor application. Payment is due in full by Jan 1st, 2012 along with the filled out dealers form. Table space will only be booked once both payment and forms are received. The organization reserves the right to refuse any applications received without the required fee payments stated or based on the availability of space.

**Method of Payments:** The organization accepts Paypal, cheques and money orders payable to “CON-G”. Cheques must be dated for the time the exhibitor filled out the application. Money orders must be valid in Canada. For cheques or money orders returned to the organization or deemed to be non-sufficient funds, the organization will charge an administrative fee to the exhibitor of twenty-five dollars Canadian.

**Refund Policy:** The organization will only refund the exhibitor based on the terms stated in this policy. In the event the exhibitor is unable to attend the function and has paid their fees, the exhibitor must give the organization notice. Refunds of fees the exhibitor has

paid will be issued based on the date of cancellation. If cancellation occurs after Jan 1<sup>st</sup>, 2012, no refund will be given.

**Function Cancellation:** In the event that the organization cancels its function, the organization agrees to refund the exhibitor in full of which the exhibitor has paid. The exhibitor agrees that the organization is not liable for cancellation deemed from acts of nature. The organization will not refund the exhibitor due to slow or loss of business. The organization is not liable for refunds due to termination of this agreement caused by infractions to this contract by the exhibitor.

**Insurance:** Neither the organization nor venue will be maintaining insurance that covers the exhibitor's property. It is the sole responsibility of the exhibitor to get such coverage. Neither the organization, nor its affiliates, nor the venue will be held liable for any lost, stolen or damaged item(s).

**Room Lockdown(s):** The organization's staff closing off sections and/or rooms preventing anyone from entering a room and evacuating members out of the closed section is known as a lockdown. The organization reserves the right to lockdown the dealer's room in accordance with the organization's lockdown policy. Lockdowns can be called when a child might have been abducted or lost, a theft has occurred or an incident involving the dispatch of the local authorities. The organization will not be liable for loss of sales due to a lockdown.

**Limited Liability:** Neither the organization nor its affiliates are liable for anyone visiting, viewing or participating in the exhibitor's exhibits and are deemed as an invitee of the exhibitor rather than an invitee or licensee of the organization. The organization will not be liable for any injury to the person(s) conducting or otherwise participating in exhibitor's exhibits. The exhibitor is fully liable for the actions of its agents, employees, or independent contractors whether they are acting within or without the scope of their authority. The organization is not liable for any stolen, lost or damaged items belonging to the exhibitor.

**Warnings / Failure to Comply:** The organization reserves the right to inspect all exhibits during the setup and throughout the function for any infractions of this contract. The organization may or may not issue warnings. The exhibitor agrees that warning can come in the form of written or verbal warnings and that the organization is not required to issue a warning if the organization deems the infraction was done intentionally and will result in termination of this contract and expulsion from the function. If the exhibitor has caused repeated contract infractions, the organization reserves the right to terminate this agreement without penalty to the organization.