



April 16, 17, 18, 2010

N Crossing Drive, Atlanta, GA 30329

Kawaii-Kon is a member of the GE2 LLC family of events and services.

This AGREEMENT, made this \_\_\_\_\_ day of the month of \_\_\_\_\_ 200\_\_\_\_\_

Between Gamers Evolution Expo LLC (GE2 LLC) ("Sponsor")

And \_\_\_\_\_ ("Vendor")

Vendor's trade name \_\_\_\_\_

Vendor's full name \_\_\_\_\_

Vendor address \_\_\_\_\_

Vendor's business phone number \_\_\_\_\_

Vendor's fax number \_\_\_\_\_

Vendor's e-mail address \_\_\_\_\_

Vendor's website \_\_\_\_\_

Vendor's State Sales Tax ID No. \_\_\_\_\_

1. All payments are to be made by certified, bank, personal check, credit card and/or Paypal (paypal payment to be sent to account info@GE2 LLC.net) made out in US funds.

Payment can be mailed to:  
Kawaii Kon, 1353 N Crossing Drive  
Atlanta, GA 30329

or  
purchased online. Please email us at [dealers@kawaii-kon.org](mailto:dealers@kawaii-kon.org) for online access information.

2. Each Booth (roughly 10' x 10') shall have a fixed cost: US\$ 400.00. At or after January 1, 2009 the price will increase to \$450.00 per booth. The first booth purchased includes 4 complimentary Vendor badges. A second booth will include two more badges, and each booth purchased after that will each include one complimentary vendor badge. Additional Vendor badges may be purchased at a cost of 15.00 per badge. A single vendor may only purchase up to five booths.

3. Vendor hereby applies for \_\_\_\_\_ booths and hereby encloses US\$ \_\_\_\_\_ as full payment herein. Vendor also requests \_\_\_\_\_ extra badges and hereby encloses an additional US\$ \_\_\_\_\_. Additionally Vendor wants / does not want to purchase a \_\_\_\_\_ page ad and hereby encloses an additional US\$ \_\_\_\_\_. Please view additional info regarding ads and ad submission on our website <http://kawaiikon.org/info/advertising/>

4. The Vendor agrees to comply with all municipal, state, and federal requirements, if any, in connection with all sales.

5. Vendor has read the TERMS AND CONDITIONS attached hereto and acknowledges that such terms and conditions are fully incorporated herein, and are binding on the parties here to.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Date



**Kawaii Kon (Gamers Evolution Expo LLC)**

***Exhibition Contract Terms and Conditions***

This Document forms the basis of an agreement between Gamers Evolution Expo, LLC, herein referred to as GE2 LLC, and the vendors who wish to sell merchandises or services at GE2 LLC, herein known as vendors. GE2 LLC is the host organizer and promoter of entertainment conventions and services. Vendors in the business of buying and selling certain printed, audio, and visual material hereinafter designated as the Property identified and described as follows: video tapes, audio tapes, comic books, magazines, electronic media, CD, DVD, and other materials associated with Film/Motion picture, Animation, Comics, Manga, Video games and all associated periodicals with in stated and unstated genre's. The term GE2 LLC shall be termed to mean the individual or individuals assigned by the board of directors of GE2 LLC as Vendors' Room Liaisons.

- 1) GE2 LLC has contracted with the \_\_\_\_\_ (herein known as 'venue') and pursuant to the terms of that contract has the authority to provide a conference room and vendor tables for the convention. GE2 LLC shall be responsible for all monies owed to 'venue' pursuant to the terms of its contract therewith. Vendor hereby enters into a contract with GE2 LLC for vendor space at the show or show. GE2 LLC shall be responsible for coordinating with 'venue' the preliminary setup for the convention. Vendor agrees to contact 'venue' for any usage of telephone access and electricity in the exhibit hall, and will pay for any charges, if any. GE2 LLC will not be held liable for any fees for electricity and/or telephone access in the exhibit hall.
- 2) GE2 LLC agrees to provide roughly 10' x 10' vendor booths and passes into the convention. GE2 LLC agrees to make said booths and exhibit space available to the Vendor by no later than 10:00 AM on Thursday, April 15th, 2010. Vendor agrees to vacate convention hall premises by no later than 5:00pm on Sunday, April 18, 2010
- 3) GE2 LLC agrees to be responsible for promoting the show. GE2 LLC makes no representations as to the number of attendees and/or customers who will be in attendance.
- 4) Subletting of tables is not permitted.
- 5) Each application will be processed on a first come -first service basis.
- 6) Vendor shall be responsible for the actual setup of its displays. GE2 LLC shall not be liable for any loss or damage to Vendor's property or for any personal injury suffered by Vendor or any of its agents.
- 7) GE2 LLC, upon request, agrees to limited assistance in loading and unloading Vendor's materials and to assist with setting up of tables. 8) There is to be no smoking or otherwise burning of objects within the Vendors' Room at any time.



- 9) All vendors shall have a signed copy of the GE2 LLC Vendor Exhibition Contract (this document) on file with GE2 LLC. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy of file with GE2 LLC. The convention facility shall be deemed to mean any function space used by the ('VENUE').
- 10) Vendors may play audio devices at moderate volume. GE2 LLC reserves the right to determine the definition of 'moderate volume.' Furthermore, GE2 LLC also reserves the right as to what audio content may be played during the hours of operation of the Vendors' Room.
- 11) The Vendors' Room shall be opened for the following hours: All vendors must vacate the Vendors' Room with their staff and property by 5:00 PM on Sunday.

**Thu**

3:00 PM Dealers Room Set-Up  
10:00 PM Dealers Room Closed

**Fri**

9:00 AM Dealers Room Set-Up  
12:00 PM Dealers Room Opens  
8:00 PM Dealers Room Closes

**Sat**

9:00 AM Dealers Room Set-Up  
10:00 AM Dealers Room Opens  
7:00 PM Dealers Room Closes

**Sun**

9:00 AM Dealers Room Set-Up  
10:00 AM Dealers Room Opens  
3:00 PM Dealers Room Closes



12) All vendors must claim their tables before Thursday April 15th, 2010 at 10:00 PM. Tables, which have not been claimed by that time, may be resold at the sole discretion of GE2 LLC. Tables that are cancelled without thirty (30) days written notice shall be refunded fifty (50) percent of its cost. Tables that are cancelled prior to thirty (30) days before the convention may be refunded if GE2 LLC can resell the tables. Vendor agrees to hold the convention harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled tables.

13) All vendors certify that they have complied with all federal, state, and local policies regarding the collection of any and all required taxes.

14) All vendors certify that have complied with all federal, state, and local policies regarding obtaining valid licenses required to participate as a vendor.

15) All vendors will obey federal, state, and local laws and ordinances regarding the sale of material which, intentionally or unintentionally, infringes upon the trademarks or copyrights of another party. Any vendor selling material which infringes upon the trademark or copyright of another party may be ejected without warning and without refund. GE2 LLC reserves the right to inspect and/or eject questionable material at any time.

***This includes, but not limited to, the following products or companies:***

***Bootlegged videos Fan-subbed videos Bootlegged (burned) audio CDs, VCDs, and DVDs Burned or Bootleg video games (e.g. Playstation, Dreamcast) Bootleg Carts (e.g. Nintendo GBA)***

***Animation International Animation Japan International Anime Cartoon Anime Cartoon International Anime Studio Another DVD Company Digital International DVD Ani FX Indian International K MAC (Manga Anime Cartoon) Manga International Video Animation SonMay EverAnime Yuanding (also known as Top Circle) Smile or Smiley Face International Records Wisdom Records***

16) Vendors shall not display material which is deemed offensive or inappropriate. GE2 LLC has the sole right to determine what is or is not offensive or inappropriate. Vendors who continue to display material which has been deemed to be offensive or inappropriate may be ejected without warning and without refund. Furthermore, vendors shall not sell any offensive or inappropriate materials to minors who are under the age of eighteen (18) years of age. Vendors who sell such materials to minors shall be ejected without warning and without refund. Failure to comply is immediate grounds for ejection without warning and without refund.

17) All ejected vendors are still subject to state law in which the GE2 LLC sponsored event resides with regards to tax collection.

18) Only those vendors with Vendor badges will be allowed in the room during set-up, closing, and takedown times. Only those with Vendor badges will be allowed behind vendor tables at any time.

19) Vendors are expected to follow the same rules of behavior as the rest of the convention attendees during off-hours. Any Vendor ejected from the convention during those hours must leave immediately the next morning during the set-up time.



- 20) Vendors will have thirty (30) minutes to close down for the night each evening. After the thirty minutes, the room will be locked. Under no circumstances will it re-open until the posted time the next morning.
- 21) Vendor is responsible in providing its own insurance, if desirable, to protect Vendor and Vendor's property from damage, loss, theft, harm or injury. Neither GE2 LLC nor 'VENUE' will obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.
- 22) GE2 LLC will provide after hours security on premises.
- 23) Vendors shall keep all designated areas clean and will not nail, screw, or attach anything to the exhibit hall space.
- 24) All displays, chairs, tables and merchandise must be maintained within Vendor's designated area.
- 25) There will be no consumption or possession of alcoholic beverages in the Vendors' Room.
- 26) Selling of items by Vendors on convention grounds, which includes the stated event location and adjoining facilities, their parking lots, other than the Vendors' Room or any other designated area noted by GE2 LLC is NOT allowed during the weekend of any GE2 LLC event. This includes the selling of items inside Hotel rooms, lobby, or its facilities. Vendors who fail to comply will be ejected without warning and without refund.
- 27) See sub section (A)
- 28) Vendor will hold harmless GE2 LLC and event facilities or any of their respective officers, agents, employees, representatives or affiliates, from any liability, damage, loss, harm, claim, or injury to property or person of the Vendor, Vendor officers, agents, employees or other persons, whether caused by the negligence of GE2 LLC or event facilities, or from theft, fire, water, accident, or any other cause whatsoever that are not covered under GE2 LLC's standard insurance policy.
- 29) GE2 LLC reserves the right to make changes or amend the contract and has the final say on all matters pertaining to the use and function of the Vendors' Room during the run of the show.
- 30) Any promotional fees from a Vendor, Exhibitor, and/or persons representing a company involved with related industry must be presented to the Board of Directors upfront and in writing.
- 31) The addition of any extra charges to be incurred ( i.e. Phone, Drayage ) Will be made available via an addendum provided by GE2 LLC upon request or until an updated information is made available to vendors.

#### SUBSECTION (A)

- A) All vendors are encouraged to obtain event insurance for Kawaii Kon. Though not required .