

Exhibitor #

## VENDOR RENTAL CONTRACT

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### THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING:

The Exhibitor(s) listed below do hereby enter into a contract with IPMS Orange County (IPMS/OC) for their event Orange Con and STAFF for the remainder of this document known as OrangeCon for table rental at the next **Orange Con Model Contest and Vendor Fair**, to be held on **Saturday, October 2, 2021**, and do hereby agree to the following conditions and terms of the contract:

1. Exhibitor has paid to IPMS/OC the sum of \$      **for table(s)** per the advertised fee schedules and additional fee as noted in Paragraph 3 below. To be valid and binding, this contract MUST be A) signed by the Exhibitor, B) accompanied by any remittance due and required sales tax information, and C) received by ORANGECON within fifteen (15) days of IPMS/OC's signature date below or the date of the show, whichever comes first. Exhibitors whose checks are returned by the bank are subject to a \$20.00 handling charge, bank processing fees, and legal action.
2. Exhibitor may only enter the show through the Exhibitor Entrance shown on the official floor plan, or in the case of rain, the Exhibitor Main Entrance, from 7:30am until 9:00am. No Exhibitor will be admitted after 9:00am, nor prior to the official opening by IPMS/OC. THE EXHIBIT HALL MUST BE VACATED BY 5:00pm OR A FINE OF \$25.00 FOR EACH ½ HOUR BEYOND WILL BE IMPOSED. SELLING ANY ITEMS OUTSIDE OF THE SHOW HALL IS PROHIBITED. ENTERING OR EXITING THE SHOW HALL THROUGH ANY FIRE EXIT EXCEPT IN THE CASE OF AN EMERGENCY IS PROHIBITED!
3. Pick up passes and table assignments the day of the show. Nothing is mailed. Up to two (2) Exhibitor Passes are provided at no charge for each table rented, unless Exhibitor specifies fewer. Exhibitor's children, under the age of 12, are admitted free of charge with the need for an Exhibitor Pass. Additional Passes are available up to 72 hours before the show for \$25.00 each; limit one (1) additional Pass per table rented. There will be no replacement of lost Passes. YOU MUST DISPLAY YOUR EXHIBITOR PASS PROMINENTLY ON YOUR PERSON SO THE ENTRANCE GUARD CAN SEE IT. NO PERSON WILL BE ADMITTED THROUGH THE EXHIBITOR ENTRANCE WITHOUT AN EXHIBITOR PASS. ALL PERSONS MUST USE THE MAIN ENTRANCE / EXIT DURING SHOW HOURS. It is the Exhibitor's responsibility to see that all your staff gets their Exhibitor Passes prior to the show. Exhibitor Passes are for bonafide exhibitor staff people, and are not to be used to admit buyers into the show prior to the public opening time. Non-Exhibitors are not allowed behind your table(s). The total number of Exhibitor Passes is limited to four (4) in all cases.
4. Show tables not occupied by 9:00am will be considered abandoned and your Exhibitor Passes become null and void. Exhibitor shall not permit his table(s) to be unattended during the public open hours. No refund will be issued on abandoned tables. If you cannot be at your table(s) by 9:00am the day of the show and remain there until 3:30pm, you should request a cancellation as per Paragraph 6 below.
5. The show lasts until 5:00pm, and Exhibitor expressly agrees to remain at his/her table(s), fully setup for sale or display, until 3:30pm when the Awards Presentation begins, so that the paying public can enjoy the full show. THERE WILL BE NO PACKING UP BEFORE 3:30pm. "Packing up" is defined as placing ANY item that was previously for sale or on display into any container for storage and/or removal. The only exception to this condition is if the Exhibitor completely sells out and has no items to display prior to 3:30pm, and that Exhibitor has obtained permission from ORANGECON to depart early for this cause. Exhibitors attempting to pack up or depart the show early will immediately become subject to the terms of Paragraph 11 below. EXHIBITOR SHALL NOT LOAD OR UNLOAD THROUGH THE PUBLIC ENTRANCE OR THROUGH ANY FIRE EXIT! The Exhibitor Rain Entrance shall only be used when rain is actually falling. Exhibitor's travel plans should be scheduled to facilitate compliance with this contract. If Exhibitor cannot comply with this condition then he/she should request a cancellation prior to the show day as per Paragraph 6.
6. Exhibitor may cancel this contract IN WRITING prior to the show date. A refund of rental fees, minus a \$5.00 service charge, will be issued on cancellations received by ORANGECON at least four (4) days prior to the show date, and only when accompanied by all Exhibitor materials and Passes sent to the Exhibitor. No other refunds are permitted under this contract. All tables are rented from the IPMS/OC. No Exhibitor can occupy any empty table without the specific approval of the IPMS/OC Treasurer and paying IPMS/OC for said table. Exhibitor may not transfer any interest in this contract to any third party.
7. ALL PUBLIC AISLES FIRE LANES, AND AREAS BEHIND TABLES ARE COMMON AREAS AND SHALL NOT BE USED FOR THE DISPLAY OF ANY ITEMS. ITEMS SHALL BE DISPLAYED ON TABLE TOP ONLY, OR UNDERNEATH TABLE, AND NOT OCCUPY ANY COMMON AREA. NO DISPLAY SHALL EXCEED SIX

Please return signed contract and form BOE 410 D Rev 6 (5/12) promptly!  
Keep a Copy of this contract for your records. Thank you.

FEET IN HEIGHT ABOVE FLOOR LEVEL. NO DISPLAY MAY EXCEED THE PERIMETER OF THE TABLE. Exhibitor shall store carts, dollies and hand-trucks in a safe manner in as little space as possible, and shall not block any common area or Fire Exit. Exhibitor assumes all responsibility and liability for any connection to house electrical circuits. Exhibitor shall maintain good housekeeping in his/her area. **FIRE EXITS ARE FOR EMERGENCY EVACUATION USE ONLY.**

**8.** Individual audio/video systems are prohibited, as is any sound, sight or action that offends, distresses or disturbs any of the show participants, including the public. All signs, flyers and handbills must be approved by IPMS/OC prior to distribution at the event. **SMOKING IS PROHIBITED WITHIN THE BUILDING.** Guns, firearms, knives and swords are prohibited from this event and will cause immediate expulsion of the Exhibitor.

**9.** IPMS/OC hereby disclaims any and all responsibility for the safety of Exhibitor's person and property at this show and during travel to and from the show. Exhibitor assumes full responsibility for the actions of his staff, loss and/or injury to himself, his family, his staff and property in connection with this show, and expressly releases from all liability for any such action, loss or injury, as in the case of fire, theft, breakage, acts of any governmental agency, acts of God, default, vandalism, civil disobedience or other damage whether caused negligently, willfully or otherwise. Exhibitor shall abide by all city, county, state and federal laws. Sales tax is the Exhibitor's responsibility. A completed Form BOE-410d and any other designated documents is a required portion of this contract.

**10.** The Exhibitor specifically releases IPMS/OC from all financial liability due in whole, or in part, to any default, dispute, bankruptcy, or scheduling change or error by the owners and/or managers of the event site. Exhibitor's sole remedy in such case is to take action against the owners and/or managers of the event site exclusively.

**11.** Exhibitor agrees to pay to IPMS/OC certain monetary damages for each violation of these contract terms and rules upon notification. It is mutually agreed between IPMS/OC and the Exhibitor that the appropriate amount of such damages shall be fixed as three (3) times the total rental fees paid by the Exhibitor at this show, or the actual amount of monetary damages incurred, whichever is greater, for each such violation. The Exhibitor and his staff will be considered ineligible to participate in future events until complete payment of damages is received by ORANGECON. Exhibitor agrees to reimburse IPMS/OC for any costs incurred by him as a result of violations by, and/or the collection of damages from, the Exhibitor, including but not limited to legal fees and court costs.

**12.** All rights to advertise, promote, publicize, televise, photograph, or otherwise exploit this show or any part thereof are vested in IPMS/OC, or in person(s) to whom assignments of such rights have been made in writing by IPMS/OC. All persons present at this Show at any time while the Show is in progress, do by attending this Show or participating therein, grant to IPMS/OC the right to photograph, televise, audiotape or otherwise used their likeness and voice in any manner, and to divulge such person's name, address and telephone number in response to any subsequent inquiry, without further release or consent. This contract supersedes any previous agreement for this event.

**13.** In light of the current pandemic situation, please be aware that neither IPMS/USA, nor its Chapter, are liable for any potential transmission of illnesses. Those planning to attend or exhibit at this event should a.) follow existing safe social distancing recommendations and b.) abide by any local or state regulations regarding gatherings.

\_\_\_\_\_  
Exhibitor Signature    Date    Orange Con Vendor Coordinator Signature          Date

Exhibitor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Exhibitor Pass Names: \_\_\_\_\_  
\_\_\_\_\_

Vendor Coordinator contact info: Michael Bare  
c/o IPMS Orange County  
P.O. Box 913, Garden Grove, CA 92842  
Email: [ocipmstreasurer@gmail.com](mailto:ocipmstreasurer@gmail.com)  
Phone: 714-309-1158

Please return signed contract and form BOE 410 D Rev 6 (5/12) promptly!  
Keep a Copy of this contract for your records. Thank you.