

# YAOICON 2017 EXHIBITOR SERVICES MANUAL

Thank you for joining us for YaoiCon 2017! This manual will provide you with the vital information you'll need as an exhibitor. If at any time you have a question or concern, please feel free to email the YaoiCon staff. Please read this manual thoroughly and in its entirety. We look forward to seeing you in September!

## Event Schedule

Dates: October 6-8, 2017  
Location: Hyatt Regency Santa Clara  
5101 Great America Pkwy  
Santa Clara, CA 95054  
(408) 200-1234

*For additional information & to book your stay, please visit:*

<http://www.yaoicon.com/hotel.php>

Dealers' Hall Lead: [dealers@yaoicon.com](mailto:dealers@yaoicon.com)

Drayage Information: Available through Hyatt Regency Santa Clara  
Standard handling fees apply (fees listed on page 3).  
Priority will be given to Exhibitors shipping directly to the hotel and who utilize the hotel's drayage service.  
See **Shipping and Drayage** for more details.  
Should more information be needed, contact the hotel directly at (408) 200-1234.

Move In: Thursday, October 5 5:00 PM - 8:00 PM (firm closing time)  
Friday, October 6 8:00 AM - 11:30 AM

Please note: All exhibitors must complete set up and be show ready by 11:30 AM on Friday, October 6. This includes the removal of all pallets and trash from the aisles and exhibitor booths.

Registration Hours: Thursday, October 5 4:00 PM - 8:00 PM (pre-registered badge pickup ONLY)  
Friday, October 6 9:00 AM - 8:00 PM  
Saturday, October 7 9:00 AM - 8:00 PM  
Sunday, October 8 9:00 AM - 12:00 PM

Badge Pickup: Exhibitors can pick up their badges in the Dealers' Hall from the Dealers' Hall lead organizers.

Dealers' Hall Hours: Friday, October 6 12:00 PM - 6:00 PM  
Saturday, October 7 10:00 AM - 6:00 PM (closed for lunch 1:00 - 2:00 PM)  
Sunday, October 8 10:00 AM - 4:00 PM (no lunch break)

Move Out: Sunday, October 8 4:00 PM - 7:00 PM

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## Important Deadlines in 2016

Friday, July 14           LAST DAY for any booth purchase (or until space is sold out).  
Friday, August 18       LAST DAY to submit temporary sales tax form to Dealers' Hall lead organizers.  
Thursday, October 5   Shipments sent directly to the Hotel can arrive on-site no later than this date.

## Security

YaoiCon will make a reasonable attempt to secure the Dealers' Hall. We will have security personnel in the Dealers' Hall, during Dealers' Hall hours, but it is ultimately the Dealers' responsibility to monitor their own table. Please take extra precaution to ensure your items are not stolen. The Exhibitor is solely and fully responsible for his or her own materials and merchandise and should insure them against loss or damage from any cause. It is understood that the Exhibitor is responsible for maintaining custody and control of their property during transit to or from and within the confines of the Convention Site. **YaoiCon and its partners are not responsible for lost, damaged, or stolen property during YaoiCon 2017.**

All fire, safety, and building regulations must be followed. The use of an open flame or the burning of combustible materials is strictly prohibited. Exhibitors are responsible for the removal of all materials (including boxes, packing materials, and trash) at the conclusion of the convention.

## Your Booth

Each 8'x10' booth space includes one 6'x30" table, two chairs, and 8' back drape. The side drape may be 3' or 8' at the Exhibitor's discretion. Each booth purchase comes with two complimentary Exhibitors weekend passes; additional Exhibitors weekend passes may be purchased at the Early Bird Pre-Registration rate. (See **BADGES** sub-section of **Terms and Conditions**, below.) If you have additional furniture needs outside of what your booth already includes, please see the Event Productions, Inc. Dealers Kit at <https://rentals.eventproductions.com/>.

## Shipping and Drayage

The Hyatt Regency Santa Clara will only accept prepaid packages. The hotel will refuse any packages delivered C.O.D. and the hotel will make no notification to the shipper. All packages must contain a label giving the following information:

1. Return address
2. Name of Exhibitor associated with: [Your Business Name]
3. Name of Event and Dates: YaoiCon, 10/6-10/8
4. Exhibitor Contact
5. Name of the person who will claim the package
6. Date of that person's arrival
7. 5101 Great America Pkwy, Santa Clara, CA 95054

Due to lack of storage space, all packages should be sent to arrive no more than three (3) days prior to function dates. The following lists the fees associated with handling of boxes on hotel property.

Box under 25 lbs	Box 25-50 lbs.	Crates/Boxes up to 100 lbs.	Crates over 100 lbs.	Pallet
\$4.00	\$8.00	\$50.00	\$150.00	\$100.00

Carrier envelopes are complimentary. Package fees only apply when loading in and shipping out of the hotel. Any guest who requests assistance moving packages within the hotel during their stay will not be charged a handling fee (including check out). Guests arriving to the hotel for the first time

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with luggage will not be charged a handling fee as long as the contents do not exceed one cart full, otherwise they will be directed to the loading dock. A cart fee will apply of \$10. Any items unloaded at the loading dock will be charged the applicable per box charge. Any package or pallet coming from the package room will be charged accordingly.

It is the Exhibitor's responsibility to check on the arrival of any packages and to check that the contents are intact. The Hyatt Regency Santa Clara accepts no liability for lost, stolen, or damaged goods.

The hotel has limited capacity for receiving, handling, and storage of materials. It is the responsibility of the Exhibitor to notify the hotel in advance of the estimated volume of materials to be shipped to the hotel. **If anticipated volume or nature of handling requires special service, the Exhibitor will be required to arrange drayage service at their own expense.**

## **Merchandise**

Inside the Dealers' Hall, Exhibitors are permitted to sell non-consumable goods within the confines of their contracted booth space. All Exhibitors, **EVEN THOSE NOT INTENDING TO SELL**, must complete a temporary sales tax form and submit it to the YaoiCon Dealers' Hall Manager by **August 31, 2017**. Failure to submit a completed temporary sales tax form will result in the delay or termination of the Exhibitor's participation in the Event. **Booth set up privileges will be denied to all Exhibitors who do not have this form on file.**

Because YaoiCon requires that the attendants be at least 18 years old to attend, adult merchandise may be sold to any attendee presenting their convention badge. If there is any doubt as to the age of the attendee, the attendee's age may be verified at the registration booth. Materials must still be sold in accordance to the laws of the State of California and San Mateo County. If selling weapons, please check to confirm that such weapons are legal in both the state and the county.

## **Merchandise restrictions include:**

- 1. No sale of open stock weapons.** All weapons must be sold in a closed case or box and customer must be informed that per policy any and all weapons may only be removed from their containers when outside convention and hotel premises or within the privacy of their room. *Wooden, leather, or plastic paddles, bats, or any similarly designed implements may NOT be sold at any time during the convention weekend.*
- 2. No real life pornography.** All content must be drawn or animated.
- 3. NO BOOTLEG ITEMS.** YaoiCon has a strict no tolerance policy and will publicize infractions as a warning to other conventions. For concerns about product authenticity, please review the Pirate Anime FAQ at <http://www.otakunews.com/piratefaq.php>

A receipt must be provided at the customer's request. Any purchase policies (such as no refunds, returns, and/or exchanges) must be clearly displayed at the point of sale.

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## Terms and Conditions

*Below are policies included in the contract you digitally signed when you purchased your booth. They are included here for your convenience.*

### SETUP & TEAR DOWN

Early booth setup begins at 5:00 PM and ends 8:00 PM on Thursday, October 5. Setup continues from 8:00 AM to 11:30 AM on Friday, October 6. Booths must be completed no later than 11:30 AM on October 6; the Dealers Hall will open to attendees at 12:00 noon. Tear down begins at 4:00 PM on Sunday, October 8. Early tear down is discouraged. Exhibitors are responsible for setup and tear down of booths. Exhibitors must follow hotel and drayage company loading procedures and requirements.

### FOOD & BEVERAGES

Exhibitors are not permitted to sell or distribute consumable goods.

### BADGES

Exhibitors will be given two (2) badges per purchased booth allowing Event access for the duration of the Event. Badges given to Exhibitors and their affiliates will include the Exhibitor's business name. Within 72 hours of purchasing a booth, Exhibitors will receive an email from the Dealers' Hall lead organizers via [dealers@yaoicon.com](mailto:dealers@yaoicon.com) which will include the details on how to obtain the purchased-with-booth badges. Additional badges may be purchased at the Early Bird Pre-Registration rate. Badges may not be sold, loaned, or otherwise transferred to anyone not working for the Exhibitor.

## GENERAL TERMS AND CONDITIONS FOR EXHIBITORS AT YAOICON

1. The term "Event" means YAOICON, currently scheduled to be held on October 6-8, 2017 ("Event Dates") at the Hyatt Regency San Francisco Airport ("Exhibit Facility"). The Event is owned, produced and managed by Digital Manga, Inc. ("DMI"). As used hereinafter, the term "Organizer" means, collectively, DMI and each of its respective officers, directors, agents, affiliates, representatives, employees and assigns, unless context requires otherwise. The term "Exhibitor" means, collectively (i) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Organizer in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

### 2. *Contract Acceptance*

This contract shall become binding and effective when it has been fully executed by Exhibitor and Organizer.

### 3. *Assumption of Risks; Releases*

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, harm, damage, or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable and Exhibitor hereby fully and forever releases and discharges the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners,

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affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses, and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively, or otherwise in connection with, relating to, or arising out of Exhibitor's participation and/or presence in the Event. Exhibitor acknowledges the possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Exhibitor has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Notwithstanding such provisions, this release shall constitute a full release in accordance with terms. Exhibitor knowingly and voluntarily waives the provision of Section 1542, as well as any other statute, law or rule of similar effect.

#### *4. Indemnification*

Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to Organizer in sole discretion), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses that result from or arise out of or in connection with (a) Exhibitor's participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss or damage to property or the business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

#### *5. Limitation of Liability*

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts' omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Organizer by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

#### *6. Qualifications of Exhibitor*

Organizer, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer may be required to submit a description of the nature of their business and items intended to be exhibited. Organizer reserves the right to restrict or remove any exhibit, which Organizer, in its sole discretion, believes is objectionable, inappropriate or illegal.

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## *7. Assignment of Space*

Exhibit space shall be assigned by Organizer in its sole discretion for the Event and for the Event only. Any such assignment does not imply that similar space will be assigned for future events by Organizer. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if Organizer in its sole discretion determines that to do so is in the best interest of the Event.

## *8. Cancellation by Exhibitor*

Exhibitor may cancel out of the Show at any given time upon written notification to Organizer. Organizer must receive a written notification of the cancellation by registered or certified mail. If notification is received prior to March 31, 2017, fifty percent (50%) of the contracted amount canceled is due and non-refundable. If notification is received on or after March 31, 2017, one hundred percent (100%) of the contracted amount canceled is due and non-refundable. In the event of either full or partial cancellation by Exhibitor, Organizer reserves the right to resell or otherwise reassign canceled exhibit space. Organizer shall be entitled to retain all payments due under the cancellation policy set forth above regardless of whether Organizer resells or otherwise reassigns the canceled exhibit space.

## *9. Cancellation by Organizer*

If Exhibitor fails to make a payment required by this contract in a timely manner, Organizer may terminate this contract immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid.

Organizer reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Organizer is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, expressed or implied, on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If Organizer removes or restricts an exhibit which Organizer considers to be objectionable or inappropriate, no refund will be due Exhibitor.

## *10. Cancellation of the Event*

If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility) Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor. Organizer reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Organizer changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor; provided, however, Organizer shall assign use of such space to Exhibitor pursuant to the terms of this contract. If Organizer elects to cancel the Event other than for reasons previously described in this paragraph, Organizer shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor.

## *11. Exhibit Space Occupancy*

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by Organizer. If Exhibitor fails to install its display in its assigned space by a half hour before show opens, Organizer shall have the right to take possession of the space and no refund will be due to

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Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by Organizer.

## *12. Listings and Promotional Materials*

By Exhibitor's participation in the Event, Exhibitor expressly grants to Organizer a fully paid, perpetual nonexclusive license to use, display, and reproduce the name, trade names, and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that Organizer may also take photographs of Exhibitor's booth space, exhibit, and personnel during, before, and after the open hours of the Event and use such photographs for any Organizer promotional purpose.

## *13. Care of Exhibit Facility*

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment, or the property of others caused by Exhibitor. Exhibitor agrees that no food or drink may be sold by Exhibitor in the Exhibit Facility or otherwise. If Exhibitor gives away free samples of food or drink, Exhibitor will be bound by and will follow the Exhibit Facilities guidelines with regard to such samples. Organizer reserves the right to cause Exhibitor to immediately cease all distribution of food and drink, even free samples, at Organizer's sole discretion.

*By submitting the online exhibitor registration form you agreed to the terms and conditions for this event. You also agreed to be charged the appropriate amount for the number of booths you ordered at the time of submission.*

## *Questions? Comments? Concerns?*

Contact the Dealers' Hall lead organizers at [dealers@yaoicon.com](mailto:dealers@yaoicon.com)