

YOUMACON2007

**information packet for
prospective vendors**

youmacon anime convention department of vendor relations

IMPORTANT CHANGES FROM 2006 TO 2007

- Prices have increased! Read the application and contract carefully! Please note carefully that the method for calculating the costs for a phone line is different as well.
- Limitations in space and resources have forced us to place limits on the number of booths and tables that a single vendor may rent.
- The dealer room schedule is no longer being included with this information packet. Setup times and operating hours will be communicated to all registered/prospective vendors at a later time.
- All dealer registration materials (application, contract, and payment) must now be sent at the same time, in a single envelope.
- Youmacon now asks prospective vendors to include with their applications a list or description of the type(s) of merchandise that they intend to sell at the convention.
- A document called the *Figures and Measurements Appendix* is now included with the dealer contract. It contains almost all numerical figures such as booth sizes and pricing, as well as other information such as contacts for the convention and its representatives.

youmacon anime convention

instructions for prospective vendors

1. FILL OUT THE VENDOR APPLICATION

Please note that the booth prices change for applications received on or after September 1, 2007. Be certain to calculate your total due carefully, as underpaying may result in your application being voided. Please remember to include a description of your merchandise with your submission as requested in the application. Make sure that the contact information you provide on the application is good!

2. READ AND SIGN THE DEALER CONTRACT

You must sign and submit the contract in order for your application to be accepted. You should also read it. Youmacon staff, particularly the dealer room staff, will hold all vendors accountable for the contents of the contract. They will assume you have read it.

3. GENERAL WAIVER OF LIABILITY

It is not necessary for most vendors to sign and submit the waiver of liability. However, if you are selling weapons or anything potentially dangerous, you may wish to sign it on your own and send it in. If you do not and you are selling anything that might be considered dangerous, then Youmacon staff may require that you sign the waiver at-con.

4. PAYMENT

Payment should be sent in the form of a check. If a check is not possible, then a money order is also acceptable. Please do not send cash.

5. SEND IT ALL IN!

Mailing Address:

Youmacon 2007

P.O. Box 554

Troy, MI 48099-0554

6. QUESTIONS?

Any questions or concerns should be directed to:

Matthew Perkowski, Head of the Department of Vendor Relations

Contact information can be found in the Dealer Contract's *Figures and Measurements Appendix*.

youmacon anime convention 2007 dealer application

DATES OF THE 2007 YOUMACON ANIME CONVENTION
November 2-4, 2007

LOCATION OF THE 2007 YOUMACON ANIME CONVENTION
Hilton Detroit/Troy
5500 Crooks Rd.
Troy, MI
48098-2806

This application is for use by prospective vendors in applying for reservations of space and services in the dealer room of the Youmacon Anime Convention. Please fill out this form carefully, as it will determine exactly how much space we will reserve for you and what services will be available to you; making adjustments at-con will be difficult or impossible. The applicant must fill in all of the boxes with *white* backgrounds and sign the application on the last page.

GENERAL VENDOR INFORMATION

Name of business:	
Address:	
Telephone number:	
E-mail:	
Name of primary contact/representative:	

On the next page you should fill in information on the number of booths and types of services you wish to reserve. Please note that the first booth you reserve allots two (2) exhibitor badges at no additional charge, and each additional reserved booth allots one (1) additional exhibitor badge at no charge. If you require additional exhibitor passes beyond these, you must reserve and purchase them separately. All exhibitor passes must be reserved in advance; they are not available for purchase at the con. Please note that the booth prices change on the cut-off date printed within the table. The applicability of the cut-off date to an application will be considered according to the date that it is received by Youmacon Enterprises (not the postmark date), so please allow sufficient time for delivery when mailing your application.

RESERVING BOOTHS, TABLES, AND SERVICES

Please fill in all boxes on this page.

Item/Service:	Cost:	Quantity or Yes/No:	Extended Cost:
Dealer room booths (First booth includes two (2) badges, each additional includes one (1)) (Each booth includes one (1) table at no charge)	<u>Before September 1, 2007:</u> First booth: \$175 Additional booths: \$150 <u>On or after September 1, 2007:</u> First booth: \$200 Additional booths: \$175	Number of booths needed? <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3) <i>Due to limitations of space, a single vendor may reserve no more than three booths.</i>	(Cost of first booth) + (Cost of additional booth) × (Number of additional booths) = \$ _____
Additional tables:	\$25	Number of additional tables needed? <input type="checkbox"/> None <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <i>Due to limitations of resources, we regret that we can provide no more than two additional tables at maximum.</i>	(Number of additional tables) × \$25 = \$ _____
Additional exhibitor badges:	\$25	Number of additional badges needed? _____	(Number of additional badges) × \$25 = \$ _____
Electrical connection:	FREE	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$0
Telephone connection:	\$100 for setup All costs for tolls and usage payable immediately at end of con. Please see <i>Telephone Line Service</i> in Section IV of the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____
TOTAL COST:			\$ _____

Please enclose with this application a list or a short description of the types of merchandise you wish to sell at the Youmacon Anime Convention.

OTHER INFORMATION

Are you planning to build a display in the Youmacon dealer room that is more than two (2) feet wide by six (6) feet tall at any point?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Would your business be willing to donate any merchandise to the convention for distribution as prizes in various events? (If yes, please enclose a list describing the items. The donors of prizes will be publicly acknowledged at Youmacon when the prizes are given.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Any special requests and/or other information that you think we should know should be written in the space below. Please note that while Youmacon will make an effort to meet any special requests or conditions, we cannot make any guarantees.

Please make sure that you have read, understood, and signed the dealer contract associated with this application before submitting both of them by mail to Youmacon Enterprises at the address printed at the bottom of this page. Please also sign this application on this page where indicated. Enclose a check or money order with your submitted materials to pay for all of the reservations of space and services that you have requested. Please calculate your total due carefully, with proper respect to the estimated date of Youmacon's receipt of your application, if that is likely to affect your total due. Youmacon is not responsible for underpayment as a result of errors in calculations or the late receipt of an application, and such circumstances may result in the prompt return of all submitted materials without the making of any reservation. Please also note that the dealer contract is the final word on any and all situations regarding the relationship between Youmacon Enterprises and its contracted vendors. Should any situation that is not covered by the contract arise, it will be dealt with in an appropriate manner by the Head of Vendor Relations and possibly the Youmacon Convention Chair as necessary.

This application should be signed by the business owner or by a duly appointed representative of the business for which the application is submitted. Youmacon reserves the right to request proof of a representative's association with a particular company if it should be considered necessary. Please make certain that the contact information on the first page is correct, in case Youmacon needs to contact you regarding this application or the convention in general.

Name and signature of Owner or Representative of the business named on the first page:
By signing this application, you are committing your business to the terms of the dealer contract.

(print)

(sign)

(date)

Please mail the completed application and signed contract, along with your payment and any other necessary materials, to:

Youmacon 2007
P.O. Box 554
Troy, MI 48099-0554

If you have any questions or concerns, please contact Youmacon Enterprises' Head of the Department of Vendor Relations:

Matthew Perkowski
E-mail: dealers@youmacon.com
(Phone number can be found on the Dealer Contract's Figures and Measurements Appendix)

YOUMACON DEALER CONTRACT (2007)

I. INTRODUCTION & SUMMARY

The purpose of this document is to describe with the intent of establishing a short-term, limited partnership between Youmacon Enterprises and an independent commercial entity. In summary, Youmacon Enterprises will provide a specific quantity of physical space for the use of the commercial entity in the sale of merchandise to guests, attendees, and staff of the Youmacon Anime Convention during specific hours of the convention's operation. In return, Youmacon will be financially compensated in advance by the commercial entity in a specific amount based on the quantity of physical space provided and other related services provided by Youmacon Enterprises. Both parties in this arrangement may be affected by various guidelines and requirements as described in this document.

II. LANGUAGE & TERMINOLOGY

This section will outline a number of terms that will be used throughout this document to improve its readability.

The Convention – Youmacon Enterprises itself or the Youmacon Anime Convention

Convention Facility – The building or structure and any administering organization(s) that provide the physical space and any applicable on-site services for the Youmacon Anime Convention

Convention Site – The portion of the convention facility where the events of the Youmacon Anime Convention officially take place

Dealer Room – The area of the convention site that is specifically designated for use by vendors for the purpose of selling merchandise to customers

Booth – An area of physical space on the floor of the dealer room that is intended for use by a vendor who has rented it; its dimensions are exactly as specified in the attached *Dealer Contract Figures and Measurements Appendix*

Vendor – Independent commercial entity that is participating in the Youmacon Anime Convention

Exhibitor – Any employee of a vendor who will be working for a vendor within the dealer room at the Youmacon Anime Convention

Staff or Staffer – Any employee, volunteer, or other similarly associated agent of Youmacon Enterprises

Customer – Any person other than an exhibitor who is allowed to enter the dealer room at the Youmacon Anime Convention

III. DEALER CONTRACT FIGURES AND MEASUREMENTS APPENDIX

This contract should, anytime it is distributed, be accompanied by a document called the *Dealer Contract Figures and Measurements Appendix* (hereafter referred to as the *Miscellaneous Appendix*). This document provides all numerical figures, times, measurements, and miscellaneous information that are referred to in this document (the contract). The Miscellaneous Appendix should be considered for official purposes to be a part of this contract.

IV. RESERVATION OF DEALER ROOM SPACES & SERVICES

Sale and Reservation of Dealer Room Space

The vendor shall pay the convention in advance for the physical space that said vendor reserves in the dealer room. The dealer room is divided by the convention into spaces referred to as booths. The exact size of these booths is specified in the Miscellaneous Appendix that should accompany this contract. The total cost for the reservation of booths in the dealer room shall be determined by rates printed in the Miscellaneous Appendix. These rates, as printed, should be considered official and final against any other quoted rate, verbal or written, unless a printed addendum to this contract specifying new rates is distributed to and mutually agreed upon in writing by all potential vendors (in accordance with the paragraph of Section VIII entitled "Procedure for Alteration of the Contract"). Any other materials (including vendor applications) displaying the rates for dealer room space and services should be considered referential only, and this contract should be relied upon for the final determination of pricing. Please note that the rates may change after one or more cut-off dates as specified in the Miscellaneous Appendix. Vendors wishing to reserve dealer room booths and services should fill out the Youmacon Dealer Application, sign this contract, and send payment in full for the reservation. Payment for reserved booths and services shall

be remitted as either check or money order. All materials necessary for registration (completed application, signed contract, and payment) must be received at the same time. The Youmacon Department of Vendor Relations reserves the right to return any application submissions that it deems incomplete due to the lack or improper preparation of one of these materials. The calculation of fees shall be made with respect to the date on which the convention receives the application and signed contract (not the postmark date). Applications must be received on or before the "Final Cut-off Date" as specified in the Miscellaneous Appendix. Applications received after this date are subject to being immediately voided and/or returned. The convention is not liable for the cancellation or forfeiture of reservations due to miscalculations of cost or required materials that were not received on time. Please be advised that the convention subjects placements in the dealer room to certain internal quotas regarding the categories of merchandise that the convention wishes to be available for sale. The dealer application requests that all applications include a list or a short description of the types of merchandise intended to be sold at the convention by the particular vendor. Failure to provide such a list or description may cause the application to be deferred if the information is not subsequently provided on request. In any event, prospective vendors should be aware that technical acceptability of their applications does not guarantee that a reservation will be made, and no such assumption should be made until the convention has contacted the vendor and confirmed that a reservation has been completed. There is a specific "first response" date listed in the Miscellaneous Appendix regarding when the convention will begin responding to applications. This date is the earliest date when vendors may expect to hear or request the status of their reservations. The convention staff will not confirm or deny any reservation before this date and does reserve the right to refuse or ignore such requests if they are made prior to this date.

Multiple spaces reserved by a single vendor will be contiguous in their arrangement (all side-by-side). Please be advised that while the convention will make reasonable efforts to meet all requests regarding booth reservations and related special requests, all dealer room spaces are reserved on a first-come first-served basis. If the convention cannot meet a vendor's request for a particular arrangement, the convention will promptly inform the vendor of the situation and explain why the reservation cannot be made as requested. If any space is available, the vendor will have the option of accepting a reduced or altered space reservation as specified by the convention, at an appropriately adjusted cost with respect to the reduction in space. If the room is full when the convention receives a request for a reservation, then the vendor will be notified and placed on a stand-by list, and any reservation fees received will be returned. The vendor will be promptly contacted if space should become available, at which time the vendor will have the opportunity to immediately submit all materials needed to complete a reservation. Please note that the convention is not required to reveal the exact location or relative position of any reservation of dealer room space. Final decisions on the arrangement of the room will be made by the dealer room staff, and exhibitors will be shown to their assigned spaces when they arrive at the convention site.

Additional Dealer Room Services

Additional services within the dealer room are available to vendors at specific rates as specified in the Miscellaneous Appendix. These include the provision of extra tables, electrical power access (provided by a single grounded extension cord routed to one of the vendor's booths, as well as a power strip if sufficient equipment is available at the time of the convention) and standard outside line telephone access (provided by a standard POTS-style telephone extension cord), at the costs listed in the appropriate schedules. Vendors should make certain to specify in the appropriate boxes on their applications which services they need. Should a dealer neglect to request these services on the dealer application at the time of its submission, the convention shall not be under any obligation to guarantee their availability during the convention. Please note that the availability of phone lines and extra tables may be limited by the resources that the convention expects to have available at the convention facility. The convention staff will notify vendors if they do not believe that specific requested extra resources can be provided.

Please note that the purchase of additional exhibitor passes and the other services listed in this section and on the application assumes the purchase of at least one booth.

Telephone Line Service

Access to an outside telephone line may incur additional charges beyond the setup fee for phone service as specified in the pricing schedules. The charges may include, but are not limited to, operating fees imposed by the convention facility, toll rates, and related usage charges. These charges will be due and payable (as cash or check) to Youmacon Enterprises at the time the dealer room closes on the last day of the convention. Since these charges are imposed by the convention facility according to actual phone line usage during the convention, convention staff cannot predict the exact amount of the charges in advance. Vendors who require details on additional charges for phone usage (beyond basic setup fees, which equal the amount charged up front for phone service by Youmacon dealer staff) should contact the convention facility using the contact information in the Miscellaneous Appendix.

Cancellation of Reservations

A vendor may cancel reservations for dealer room booths and services after payment has been sent so long as notification of cancellation is received by Youmacon Enterprises no later than the “final date for cancellation” listed in the Miscellaneous Appendix. In this case, all registration fees will be returned to the vendor promptly by certified check. After the cancellation date, all registration fees become non-refundable except under extenuating circumstances as arbitrated by the Head of the Department of Vendor Relations and/or the chairperson(s) of Youmacon Enterprises.

Youmacon Enterprises reserves the right to cancel a contract and reservation at any time without prior notification and without providing a specific explanation. In this event, the vendor will be refunded all registration fees paid to Youmacon. Youmacon shall not be liable for any other costs incurred by the vendor, including but not limited to travel, lodging, and freight expenses.

V. DEALER ROOM OPERATION

General Policies for Access to Dealer Room

The dealer room shall be open to exhibitors during specific hours that will be officially communicated at a date before the convention. It shall be open to customers during a subset of those hours. For reference, please note that staff, guests, and certain other convention attendees (platinum badge-holders) shall have the option of entering the dealer room at an earlier time than the rest of the general attendance (these details will be communicated at a later time along with the scheduling information). Please note that even after communicated, the schedule is subject to change at any time before or during the convention. In this event, all exhibitors will be notified of these changes by the staff. If an exhibitor requires access to the dealer room outside of these hours, he or she should contact the Head of the Department of Vendor Relations to request escorted access to the room during this time. Please be aware that after-hours access to the dealer room may be impossible at times depending on the security and maintenance procedures of the convention facility. Entry to the dealer room by persons identified as exhibitors shall be governed by the procedures described below.

Exhibitor Access to Dealer Room and Exhibitor Passes

Vendors should note that the presence of persons who are not exhibitors in the dealer room outside of the hours designated for customers is strictly prohibited. Those persons identified as exhibitors may enter the dealer room freely during the hours designated for dealer access. Exhibitors are identified as persons who have been issued exhibitor passes by the dealer staff. Exhibitor passes will be provided by the Head of the Department of Vendor Relations to a specific individual who represents the vendor when that individual arrives at the convention site. This person’s name should be printed at the end of this contract on the line marked “On-Site Representative.” The convention reserves the right to request identification from that individual to ensure that the passes are appropriately distributed. While the convention will generally allow non-pass-holding persons who are identified by the signer of this contract or the duly appointed on-site representative as employees of the vendor to enter the dealer room, the convention strongly recommends that vendors purchase exhibitor passes for every individual who represents them at the convention. The staffers watching the door of the dealer room may change frequently, and as such they are not likely to successfully identify as an exhibitor any person who is not carrying an exhibitor pass (regardless of employment or association). The staff reserves the right to refuse any person access to the dealer room if they have any suspicion that said person should not be allowed into the room. Disputes regarding personal access to the dealer room are resolved at the sole discretion of the Head of the Department of Vendor Relations or any one of the Convention Chairs or Vice Chairs. The number of exhibitor passes given to a vendor shall be determined in advance from the application submitted by that vendor. For the first reserved booth, the vendor shall be given two (2) exhibitor passes. For each additional booth reserved, the vendor shall receive one (1) additional pass. Additional exhibitor passes may also be purchased on the Dealer Application, at the rate specified in the Miscellaneous Appendix under “additional dealer room services.” Please be aware that exhibitor badges are not sold during the convention. They can only be purchased in advance. Each exhibitor badge must have the name of the individual exhibitor to whom it is issued written on it at the time it is provided. The badge may not be used by any person other than he or she to whom it is issued. If the convention’s badge policies are not adhered to by those who hold them, then the staff reserve the right to demand the immediate surrender of those badges, and all the privileges attached to them (this may also result in the subsequent removal of the former badge-holder from the convention site depending on the circumstances). Please note that in addition to the special privileges attached to exhibitor badges, they may also be used for admission to all other locations of the convention for which standard badges are required.

Setup and Tear-Down

The convention will try to provide exhibitors with as much time as possible to set up their booth spaces. The date(s) and times for setup will be communicated to vendors along with the rest of the dealer room scheduling information sometime before the convention. Vendors who show up early may be refused entry to the room by either the convention facility or by convention staff if the room is not ready. All exhibitors must observe the convention facility's freight unloading and transport policies while setting up. The convention has no obligation to offer or provide assistance of any kind to exhibitors in moving or setting up their displays and merchandise, so all vendors should ensure that they have made appropriate provisions regarding manpower and equipment. The convention staff reserves the right to make minor last-minute adjustments to the positioning of booths and tables in the dealer room in order to ensure that the policies of the convention facility (e.g., fire code, etc.) are upheld. Minor adjustments may also be made during setup to ensure sufficient walking space for customers. These adjustments, if any, will be made with as much regard as possible to the space to which vendors are entitled by their reservations. It is prohibited for any exhibitor to utilize convention space for the purpose of selling anything outside of his or her booth(s) during the operation of the convention without the express permission of the convention staff.

Please note that vendors whose booths are not bordered by at least one wall are prohibited from setting up individual or groups of free-standing structures that are altogether more than two feet wide if they are also taller than six feet at their highest point. This is to ensure that other booths are not visually obscured. Vendors who plan to build very large and/or tall displays should note this on their dealer applications, and the convention staff will consider this when designing the dealer room layout.

All exhibitors must take down and remove their merchandise and displays from the convention site by the end of the evening on the last day of the convention. As with setup, the convention facility's policies regarding the loading and transport of freight must be observed. Again, the convention staff is under no obligation to offer or provide assistance of any kind during this process.

Placement of Displays, Signage, and Other Temporary Fixtures

- Decorations, signs, banners, or any other form of signage may not be physically fastened (i.e., with nails, tacks, staples, or other similar fasteners) to any part of the floor, wall, or ceiling in the dealer room without the express permission of the convention facility's administration (convention staff should be notified upon the receipt of permission if it is given)
- No holes may be drilled, cored, or punched in the facility
- All freight and exhibit material must enter the facility through designated loading doors
- All fire, safety, and building regulations must be strictly followed; particular attention should be paid to prohibitions against propane, acetylene, and other flammable materials
- Exhibitors are responsible for the removal of all materials at the conclusion of the convention

Displays and Presentations

Displays that include audio or video presentations must be appropriate for all ages. The volume of audio presentations must be kept at a reasonable level. The staff reserves the right to request that the volume of any presentation be lowered.

VI. POLICIES ON MERCHANDISE & BUSINESS PRACTICES

Prohibited Merchandise

The convention has very specific policies regarding the kinds of merchandise that may be sold in the dealer room. The following items and types of merchandise may not be sold by vendors:

- Bootlegs or copies of CDs or DVDs of any format or kind, regardless of whether they have been licensed and released in the United States (i.e., bootlegs of imported titles are also prohibited)
- Any other bootlegged item (figurines, plush toys, jewelry such as pendants, etc.)
- Bendi, KX, or other Chinese made Gundam plastic model kits (or similar items)

This is not an exhaustive list, but simply some of the most straightforward examples of prohibited items. The dealer room staff and convention operations staff shall reserve final judgment regarding whether any given item is acceptable for sale in the dealer room. If duly appointed staff asks an exhibitor to prove that an item is genuine or otherwise acceptable to be sold,

he or she must do so beyond reasonable doubt (e.g., with import receipts, a bill of lading, or other documented proof of the item's genuine origin) or otherwise remove the item from display and from sale until such time as proof can be produced. Refusal to do so with several warnings may result in the immediate eviction of a vendor and all associated exhibitors from the convention, with no refund of registration fees. As a general rule of thumb, if an item cannot be sold in a manner that the copyright holder would approve of, then it cannot be sold at the Youmacon Anime Convention.

Selling Policies

It is the convention's policy to allow vendors to carry out their business with customers in the manner they feel is best. As such, vendors are free to refuse refunds, limit payment methods, and set other related policies in the operation of their booths. In general, any activity related to the conducting of a vendor's business is acceptable so long as it does not violate convention policies, the policies of the convention facility, or state and/or local laws.

Please note that the convention does require all prices on merchandise to be clearly displayed or otherwise communicated in US dollars.

Please note that the selling of merchandise from any location on the convention site other than the dealer room is prohibited. Any vendor found violating this policy will be in violation of this contract and will promptly be evicted from the premises without refund of any registration fees. Exceptions may be granted for other conventions and organizations that wish to sell registrations/memberships. These organizations must obtain express written permission from Youmacon Enterprises in advance.

State and Local Laws

Michigan law requires that all vendors operating at this convention have a sales permit number before the start of the convention. If you don't have a form, you can call the Michigan Department of Treasury or visit their website at <http://www.michigan.gov/treasury/>. These licenses must be presented to convention staff on request.

Restricted Merchandise

The Youmacon Anime Convention is considered a "family friendly" convention. There will be minors in attendance, and they may be in the dealer room at anytime during its operating hours. Vendors that sell adult merchandise should be aware of all state and local laws governing the sale of such merchandise. The convention is not responsible for ensuring that such items conform to those laws if they do not otherwise violate convention policies. Any items that are not appropriate for children must be displayed discretely (out of plain sight), and exhibitors must request photo identification from persons who appear to be under-age when selling such merchandise. Vendors who are caught violating these policies will be warned and then evicted from the convention without refund if the infraction is repeated or not corrected. To be displayed in the open, a product must be appropriate for viewing by minors (persons under the age of 18). At the very least, those vendors that are selling adult merchandise must place signs on their tables that give warning of the kind of merchandise they are selling. The convention staff reserve final judgment concerning whether a given product or item is acceptable for display in plain view, and they reserve the right to ask that an item be removed from visibility or otherwise appropriately concealed if they feel that it is not appropriate for minors.

VII. SAFETY & SECURITY

Convention and Dealer Room Security

The convention will provide security (both uniformed and plain-clothes) within the dealer room at all times during which the dealer room is open to the general attendance. The convention has a zero tolerance policy regarding shoplifting. All vendors are encouraged to aggressively prosecute shoplifters. The convention itself will also prosecute shoplifters. Anyone observing a shoplifter should immediately inform security or convention staff. For their own safety and the safety of other surrounding persons, exhibitors are discouraged from attempting to detain shoplifters themselves. The matter should immediately be brought to the attention of security personnel, who will immediately detain the shoplifter, recover the stolen merchandise, and bring the matter to the attention of the convention facility's staff and/or the local authorities.

When all persons have left the dealer room each night during which the convention is operating, the room will be secured against access for the night. Please note that convention security is on duty 24 hours a day throughout the convention, and they will frequently be in view of the entrance to the dealer room. The convention facility may also provide security,

although this is not guaranteed. The only persons who may gain access to the dealer room outside of the hours that it is scheduled to be open are the Youmacon Convention Chair and the Head of the Department of Vendor Relations. The latter will arrive at the dealer room each morning of the convention by the time the room is to be opened to exhibitors.

Protection of the Convention Attendees

The convention places the highest priority on the safety of all persons attending the Youmacon Anime Convention. Therefore, any exhibitors selling items that have the potential to cause harm (especially swords, knives, and other weapons) should instruct their customers to immediately store these items in a safe place (e.g., car, hotel room, etc.) or instruct them to clear the items with convention security before walking around with them after exiting the dealer room. Please note that the convention reserves the right to ask any vendor selling items that the staff considers potentially dangerous to sign a waiver of liability at or before the beginning of the convention. Failure to sign this waiver before the convention, if requested, may result in the cancellation of a vendor's reservation. Refusal to sign this waiver at the convention may result in the removal of a vendor from the convention without refund.

Liability

Neither Youmacon Enterprises nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to the vendor or to the vendor's associates or property from any cause whatsoever. The vendor shall obtain, at his or her own expense, adequate insurance against such injury, loss, or damage. Youmacon shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause of any kind whatsoever beyond Youmacon's control. Anyone visiting, viewing or otherwise participating in the vendor's exhibit is deemed to be the invitee or licensee of the vendor, rather than the invitee or licensee of the convention. Youmacon shall not be liable for any injury whatsoever to the property of the vendor or the persons conducting or otherwise participating in the conduct of the exhibit or the invitees or guests of the vendor.

The vendor understands that neither Youmacon nor the convention facility (as named in the Miscellaneous Appendix) maintains insurance covering the vendor's property and it is the sole responsibility of the vendor to obtain such insurance. There is no other agreement or warranties between the vendor and Youmacon except as set forth in this document. The rights of Youmacon under this contract shall not be deemed waived as specifically stated in writing and signed by an authorized officer of Youmacon. Any action that Youmacon or vendor may bring against each other, based upon or in any way relating to this Dealer Contract or its performance, shall be brought in Federal or State court located within the State of Michigan and Oakland County. Youmacon and the vendor hereby waive all questions of personal jurisdiction or venue in order to give effect of this provision.

Youmacon asks but does not require that vendors provide their exhibitors with a copy of their liability policy to show the staff upon arrival at the convention site.

VIII. SCOPE OF CONTRACT

Summary of Scope

This contract is intended to define the characteristics of a limited, short-termed association between Youmacon Enterprises and an independent business. It is meant to provide specific rules for all relevant contingencies and situations. Should a situation relevant to the aforementioned association arise that is not described or specifically controlled by this contract, it shall be arbitrated by the Head of the Department of Vendor Relations of Youmacon Enterprises and, if necessary, by the chairperson of Youmacon Enterprises.

Procedure for Alteration of the Contract

The terms and stipulations of this contract should be considered official and overriding against any other conflicting sources of information (e.g., dealer applications, word of mouth, e-mails, etc.). This contract was last finalized on the date printed at the end of the last page underneath its last section. The terms of this particular contract should be considered null and void against those of another Youmacon Dealer Contract bearing a later date. If any vendor reservations have already been issued for an upcoming Youmacon Anime Convention at the time the convention wishes to change the terms of the contract, Youmacon Enterprises shall distribute copies of the new contract to all vendors already holding reservations. These new contracts must be signed and returned to Youmacon Enterprises before the old contract can be voided and the new contract

enforced. Youmacon Enterprises reserves the right to cancel a contract and refund all registration fees to a vendor who refuses to accept an updated version of the Dealer Contract. Cancellation of a contract does not make Youmacon Enterprises liable for any costs or expenses incurred by a vendor apart from the dealer registration fees paid directly to Youmacon Enterprises. Youmacon Enterprises should be contacted using the information in the document entitled *Dealer Contract Figures and Measurements Appendix* to determine whether this is the most current version of the Dealer Contract, particularly if the finalization date on this contract is from a previous year.

Life of the Contract

Once signed by both the appropriate Youmacon representatives and an acceptable representative of the vendor, this contract shall be considered complete. Its terms will be enacted on the date later determined for the beginning of dealer room setup, and terminated on the last day of the convention as scheduled by Youmacon Enterprises.

The contract and dealer reservation may be cancelled prior to its enactment according to the specifications under "Cancellation of Reservations" in Section IV (*Reservation of Dealer Room Spaces & Services*).

IX. VENDOR INFORMATION & SIGNATURES

The On-Site Representative should be specified in name on the line underneath the name of the "Vendor Representative" in accordance with the policy on the distribution of exhibitor passes described in Section V. If the On-Site Representative line is left blank, then the exhibitor passes will only be given to the individual named as the "Vendor Representative." One of these individuals must be present at the convention site to claim the exhibitor passes associated with the vendor's reservation, or they will not be released. The dealer staff will make an attempt to contact vendors whose contracts do not specifically indicate an On-Site Representative to ensure that the staff has the name of at least one person who should receive the badges. The individual so-named should bring state-issued photo identification in case the convention staff requests such identification.

The undersigned persons, being duly appointed representatives of Youmacon Enterprises and a duly appointed representative of the independent commercial entity (the vendor) named in this contract (generally throughout and specifically below), respectively, do hereby agree to abide by the terms of this contract. By signing and dating this contract, each party makes the claim that they have read, understood, and agreed to this contract in its entirety. The signing representative(s) agrees(s) that the terms of this contract will also be adhered to by all agents representing each party at the Youmacon Anime Convention. Youmacon Enterprises reserves the right to terminate a contract at any time without prior notification. In the event of contract termination, Youmacon Enterprises shall not be liable for any expenses incurred by the vendor with regard to the Youmacon Anime Convention (including but not limited to travel, hotel, and freight expenses) except for dealer registration fees paid directly to Youmacon Enterprises. If the contract is terminated due to a violation of policy as specifically dictated in the terms of the contract, dealer registration fees may also be nonrefundable.

Vendor Information, Signature, On-Site Representative

Name of Vendor (company)	
Contact Information (Address, Telephone, E-mail, etc.)	

	Print Name	Signature	Date
Vendor Representative			

On-Site Representative
(person who will claim
the exhibitor passes) _____

Youmacon Signatures

	Print Name	Signature	Date
Head of Department of Vendor Relations			
Chairman of Youmacon Enterprises			

This contract was finalized on March 29, 2007.

Youmacon Anime Convention
Figures and Measurements Appendix to Dealer Contract

This document is a supplement to the Youmacon Dealer Contract. It contains various referenced figures, measurements, and other miscellaneous information.

Convention facility (2007):

Hilton Detroit/Troy
5500 Crooks Rd.
Troy, MI 48098-2806
(248) 879-2100

Size of a single booth space in the dealer room:

8 feet wide, 6 feet deep

Prices to reserve dealer room booth spaces:

Before September 1st, 2007:

\$175 for 1st booth, \$150 each for up to two additional booths

On or after September 1st, 2007:

\$200 for 1st booth, \$175 each for up to two additional booths

Please note that a single vendor may reserve no more than three booths in total.

Final cut-off date for reservations:

October 15th, 2007

First response date:

August 1st, 2007

Additional dealer room services:

Additional tables: \$25 each (limit of two per vendor)

Electricity: No cost

Single line telephone service (provided by convention facility):

Total cost: \$100 for setup, costs for tolls and usage payable at end of con (*Please see "Telephone Line Service" in Section IV of the contract*)

Additional exhibitor badges: \$25 each (no limit, must all be reserved prior to convention)

Final date for cancellations:

October 1st, 2007

Youmacon contact information:

Mailing address:

Youmacon 2007
P.O. Box 554
Troy, MI 48099-0554

Head of Department of Vendor Relations:

Matthew Perkowski
dealers@youmacon.com
(313) 505-4922

Youmacon Convention Chair:

Morgan Kollin
conchair@youmacon.com

Youmacon Anime Convention 2007

General Waiver of Liability

I, _____, being the owner or a duly appointed representative of the
(print name)

business _____, doing hereby agree to release Youmacon
(business name)

Enterprises from any share of responsibility for any direct or indirect consequences resulting from the sale or possession by attendees of the 2007 Youmacon Anime Convention of merchandise sold by said business at the convention. I acknowledge that it is my responsibility or the responsibility of other individuals representing this business to inform convention attendees who purchase merchandise sold by the business of any potential risks to person or property that may result from the possession or use of said merchandise. I further make the claim that I and all other individuals who will represent this business at the 2007 Youmacon Anime Convention have read and agreed to adhere to all terms of the Youmacon Dealer Contract that regard safety, security, and the conduction of business at the convention. The representatives of the aforementioned business will make all appropriate efforts to cooperate with the security and operations staff of the Youmacon Anime Convention in the assurance of the safety and well-being of the attendees of the convention with respect to dealer room merchandise sold by the business.

(signature)

(date)