

YOU **MACON** 2008

**information packet
and application
for prospective vendors**

youmacon anime convention department of vendor relations

IMPORTANT CHANGES FROM 2007 TO 2008

- The location of the convention has changed this year.
- Prices have increased! Make sure you are looking at this year's prices when filling out your application.
- Electricity, phone lines, and other facility-provided services must now be arranged by vendors with the convention facility's administration directly, apart from the Youmacon dealer application process (see the application and contract for details).
- Merchandise screening is now mandatory for all vendors. Please read the dealer application and contract carefully for details. Failure to provide information about the merchandise you intend to bring to Youmacon will result in the immediate disqualification of your application!
- There is now a list of forbidden items included with the packet (and in the contract). Read it carefully.
- The contract has been revised. Please make sure you read it.
- Please carefully note the paragraph in Section IV of the contract (Reservation of Dealer Room Space & Services) headed "Convention Facility Expenses."

youmacon anime convention instructions for prospective vendors

1. PLEASE NOTE ALL CHANGES ON THE "IMPORTANT CHANGES FROM 2007 TO 2008" PAGE.
2. FILL OUT THE VENDOR APPLICATION
Please note that the booth prices change for applications received on or after September 1, 2008. 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 required by the contract. Make sure that the contact information you provide on the application is good! We're not responsible for any consequences of not being able to contact you!
3. 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.
4. 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.
5. 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 mail cash.
6. SEND IT ALL IN!
Mailing Address:
Youmacon 2008
P.O. Box 554
Troy, MI 48099-0554
7. QUESTIONS?
Any questions or concerns should be directed to:
dealers@youmacon.com

forbidden items

The following items are forbidden to be sold in Youmacon's dealer room. This is not an exhaustive list. The permissibility of any item that you are uncertain about should be addressed to Youmacon's dealer staff, preferably before the convention.

- Any kind of weapon, unless you have been granted explicit permission by the dealer staff prior to the convention.
- Any replica weapons, whether or not they are licensed merchandise. (So no keyblades, buster swords, gunblades, dulled swords, etc.)
- Airsoft products or anything similar.
- 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 bootlegged item (figurines, plush toys, jewelry such as pendants, etc.)
- Bendi, KX, or other Chinese-made Gundam plastic model kits (or similar items)

The convention has a policy of "jurying" all merchandise that its dealer room vendors intend to sell at the convention. The dealer application includes a page where you are expected to list in detail everything you intend to sell at Youmacon. Failure to provide this list will result in the immediate disqualification of your application. Failure to keep to the types of merchandise that have been approved by the convention when selling in the dealer room may result in expulsion from the convention without refund. Please read the dealer contract for more information.

youmacon anime convention 2008 dealer application

DATES OF THE 2008 YOUMACON ANIME CONVENTION
October 31st - November 2nd, 2008

LOCATION OF THE 2008 YOUMACON ANIME CONVENTION
Hyatt Regency Dearborn
600 Town Center Dr.
Dearborn, MI 48126-2793

This application is for use by prospective vendors to apply for reservations of space and other items in the dealer room of the Youmacon Anime Convention. Please fill out this form carefully, as it will likely determine whether your application is approved, and then also how much space we will reserve for 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 other items 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 making out your check and mailing your application.

RESERVING BOOTHS, TABLES, AND SERVICES

Please fill in all applicable boxes on this page.

Item	Price	Quantity	Total
Dealer room booths: (each 8 ft long X 8 ft wide) (First booth includes two (2) badges, each additional includes one (1) badge) (Each booth includes one (1) table at no charge)	<u>Before</u> <u>September 1, 2008:</u> First booth: \$300 Additional booths: \$200 <u>On or after</u> <u>September 1, 2008:</u> First booth: \$325 Additional booths: \$225	Number of booths needed? <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3) <input type="checkbox"/> Four (4) <i>Please check only ONE box.</i>	(Cost of first booth) + (Cost of additional booth) × (# of additional booths) = \$ _____
Additional tables: Each is 6 ft long X 30 in wide * (see note below)	\$50 / each	Number of additional tables needed? _____	(Number of tables) × \$50 = \$ _____
Additional exhibitor badges: ** (see note below)	\$30 / each	Number of additional badges needed? _____	(Number of badges) × \$30 = \$ _____
		TOTAL DUE:	\$ _____

PLEASE SEE THE NEXT PAGE OF THE APPLICATION FOR IMPORTANT INFORMATION ABOUT ELECTRICITY, PHONE, AND INTERNET HOOK-UPS!

* You may order as many additional tables as you wish, but they must all fit within your purchased booth spaces. Any tables that cannot be placed in your booth spaces cannot be set up, but you will not receive a refund for them! Also, additional tables will NOT be available at the convention. You must order ALL additional tables on this form in advance.

** Additional badges cannot be purchased at the convention. You must purchase all of them in advance!

SPECIAL INFORMATION ABOUT ELECTRICITY, PHONE, AND INTERNET HOOK-UPS

Due to restrictions and requirements imposed on Youmacon by the facility hosting our convention, we cannot directly assist vendors in arranging for electricity, phone, and/or Internet hook-ups in the dealer room for the Youmacon 2008 convention. Individual vendors must contact the hotel directly and make their own arrangements for these services if they will be needed. Youmacon will attempt to provide vendors with any information that the hotel staff requires to help them make the necessary arrangements (if that information is available), but Youmacon accepts no obligation to guarantee that vendors have access to these services during the convention. Please note that certain information such as the precise location of individual vendors in the dealer room may not be available far in advance of the convention. Please also note that payment for these services is the sole responsibility of the vendor that makes arrangements with the hotel for them. The dealer registration fees you are paying to Youmacon via this application **do not** cover any part of any costs associated with the costs levied by the hotel for the use of electricity, phone lines, or Internet access. Please do not attempt to negotiate these fees or any other conditions imposed by the hotel regarding access to the aforementioned services with the convention.

Please wait until you receive notice that your application has been approved before contacting the hotel to make arrangements. Also, if you do intend to contact the hotel to arrange for one or more of these services, please check the appropriate boxes in the "Other Information" section on page 9 of this application so that we can ensure that your location in the dealer room is conducive to your arrangements (if it is determined that it would be an issue).

Hotel contact information

Hyatt Regency Dearborn
600 Town Center Dr.
Dearborn, MI 48126-2793
(313) 593-1234

Dates of Youmacon 2008 convention

October 31st — November 2nd, 2008

Location of the Dealer Room at the Hotel

Springwells ballroom

If you or the hotel staff requires further information, please e-mail the Youmacon dealer staff at **dealers@youmacon.com**, and we will answer your questions if possible.

Please be certain to list the types of merchandise you will be selling on this page. An application that does not include the required list will be rejected immediately!

TYPES OF MERCHANDISE TO BE SOLD

Please list and describe the types of merchandise you wish to sell at the Youmacon Anime Convention. Please be as specific as possible. The contract you must sign and send in with your application specifies that Youmacon may disqualify any items that are not listed here (or any items that the staff do not deem acceptable for sale in the dealer room). You may attach additional documents to the application to provide further information if necessary.

Please note that the staff will tend to take the contents of the list very literally, particularly if you are not specific. For example, swords are not cosplay accessories (or collectibles, or toys, etc.), they are weapons. The convention staff will not allow them to be sold under another classification such as "cosplay accessories" if the vendor in question does not have explicit permission to sell weapons. Similar interpretations will be applied to other classes of items as needed as well, and no exceptions will be made for any alleged "loopholes" in the rules. Please consult with the dealer staff if you are uncertain about the acceptability of any item(s).

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
Are you planning to sell any food or drink products in the dealer room? (If so, please be sure to list the exact products along with the rest of your merchandise)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you planning to sell any adult merchandise? (Any age-restricted merchandise that may be unsuitable for persons under the age of 18)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you planning to sell weapons, anything intended for use as a weapon, or anything that may be easily mistaken for a weapon?	<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
The following items may be factored into your specific location in the dealer room if it becomes evident that it would make a difference.	
Are you planning to request an electrical hook-up from the hotel?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you planning to request a phone line from the hotel?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you planning to request Internet access from the hotel?	<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 other items 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 applications that are disqualified due to underpayment as a result of errors in calculations or 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 note that the convention chairs and the Head of the Vendor Relations Department are the final word on all matters regarding the dealer room. The contract is a written form of the rules, requirements, and expectations that those persons will enforce. 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 Chairs 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. We are not responsible for any kind of consequences that may result from not being able to contact you with whatever information you have given us.

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 2008
P.O. Box 554
Troy, MI 48099-0554

If you have any questions or concerns, please contact the Department of Vendor Relations by e-mailing dealers@youmacon.com.

YOUMACON DEALER CONTRACT (2008)

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 or Dealer – 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 SPACE & 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 and its addenda 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 is due in full at the time of application, and it shall be remitted as either check or money order. All materials necessary for

registration (completed application, signed contract, and payment) must be received at once in a single package. 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 voided and/or returned immediately. The convention is not liable for any form of monetary or other loss incurred by a business due to the cancellation or forfeiture of reservations because of miscalculations of cost or required materials that were not received on time as per the instructions in this contract.

As a rule, the convention will generally attempt to contact applicants to resolve or otherwise inform them of problems or issues that may occur during the application process or the assignment of space and services. However, Youmacon has no strict obligation to make such contact, particularly if the contact information included with the application is missing, incorrect, or illegible.

Screening of Vendors and Merchandise

Please be advised that the convention subjects placements in the dealer room to certain internal quotas and selection processes regarding the categories of merchandise that the convention wishes to be available for sale. The convention also has a policy of screening all merchandise that is to be sold by a vendor, making decisions at its own discretion as to giving permission to each specific vendor to sell any particular item. Information on the merchandise to be sold by a vendor must be sent with the original application. Failure to include this list will cause an application to be considered incomplete, and it will be rejected as such. The convention also reserves the right to interpret whether given pieces of merchandise conform to a vendor's preapproved list during the convention itself (see Section VI, "Policies on Merchandise & Business Practices"). As such, vendors should be very specific when providing this information with their applications. The convention staff may apply a literal interpretation of the information provided by a vendor at their discretion (e.g., swords are weapons, they will not be considered "cosplay accessories," thus a vendor that has been approved to sell cosplay accessories cannot implicitly sell swords as well by categorizing them as "cosplay accessories"). 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 "first response" date listed in the Miscellaneous Appendix suggesting the earliest date when dealers should contact the convention to ask whether they have been accepted. Please be aware that a yes or no response is not guaranteed at this point, but the convention will attempt to keep you apprised of the status of your application.. The convention staff will neither confirm nor deny whether any application has been accepted before the "first response" date and may refuse or ignore such requests if they are made prior to that date.

Please note that Youmacon does not necessarily consider vendors on a first-come first-served basis. Please also note that the convention is under no obligation to provide a reason for rejecting a vendor or deferring a vendor to the stand-by list.

Configuration and Arrangement of Booths

Multiple spaces reserved by a single vendor will be contiguous in their arrangement (each space allocated to a vendor will share at least one linear border with another space allocated to that same vendor). The convention will attempt to ensure that all spaces are positioned end to end (unless other requests are made), but due to circumstances beyond our control, it may occasionally be necessary to rearrange spaces into different configurations when laying out the dealer room. In this event, the staff will make reasonable efforts to contact any vendors that will be affected by the change in arrangement to warn them. Note that such contact is not a negotiation but rather a notification. Typically, all booths will have the dimensions specified in the Miscellaneous Appendix (assuming the perspective of projecting the specified dimensions onto the presumably flat floor of the dealer room while looking down from above), but some under some extenuating circumstances, it may become necessary to configure one or more booth spaces in the dealer room that do not conform to these dimensions. In this event, the "alternative" booth spaces will still have an area cross-section that meets or exceeds that of a standard booth. If such an arrangement becomes necessary, the convention staff will contact and inform the vendor of this in advance if at all possible. Please be advised that while the convention will make reasonable efforts to meet special requests regarding space reservations and dealer room arrangements, all dealer room spaces and resources are ultimately reserved and arranged at the convention's discretion. If the convention cannot meet a vendor's request for a particular arrangement or special need, the convention will attempt to inform the vendor of the situation and, if possible, explain why the reservation cannot be made as requested. If possible, the convention will discuss alternative arrangements with the vendor. If it is ultimately impossible to provide spaces and services as originally requested by a vendor, Youmacon will provide a monetary refund of the appropriate portion of the vendor's dealer registration fees that represent lost spaces and/or services (but no more). 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.

Stand-by List

If the room is full when the convention receives a request for a reservation, or if a vendor cannot otherwise be accepted (but is not rejected either) immediately after consideration by the convention staff, then the vendor will be notified and placed on a stand-by list, and any registration 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.

Additional Dealer Room Services

Additional services and items may be available to vendors as specified in the Miscellaneous Appendix. The ability of the convention to provide these services depends primarily on what is available at the convention facility, as well as the rules and regulations of the convention facility. These items and services may include extra tables, electrical power, access to telephone lines, and access to the Internet. If available, most of these services will require a nominal fee as specified in the Miscellaneous Appendix. 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 items and services such as phone lines and extra tables may be limited by the resources that the convention has available at the convention facility. The convention staff will notify vendors if they do not believe that the requested extra resources can be provided.

If possible, the convention will offer access to a phone line to vendors at the fees specified in the Miscellaneous Appendix. The line provided will be a standard analog phone line (POTS line service). As this service and its availability are entirely dependent on the convention facility, the specific details and whether it is available at all are dependent on the facility and its policies. If Youmacon is able to provide a phone line and a vendor requests one, an up-front fee will be demanded along with the rest of the vendor's advance payment for dealer registration. In addition, vendors will be billed at the end of the convention (on the last day, just after the dealer room closes for the last time) for all toll charges incurred by their usage of the line. Payment for telephone toll charges is due immediately at the time vendors are billed. Failure to make payment as requested may result in a vendor being excluded from future Youmacon conventions as well as any Youmacon-sponsored or co-sponsored events.

Availability of Additional Items and Services

Please note that the convention does not guarantee that any such items or services such as extra tables, electrical power, and phone lines or Internet access will be available at the convention facility. The dealer application and other convention literature or communications should be consulted for more information. In some cases, the convention may decline to manage the provision of such extra items and services to dealers itself and instead require that dealers who wish to acquire such services during the convention make their own arrangements with the convention facility. Under these circumstances, the convention will take no responsibility for the arrangements, including but not limited to making requests to the convention facility, administering and/or physically providing the services as appropriate, and handling billing and collection of fees. The convention will only provide information to contact the convention facility so that vendors may submit requests and make arrangements themselves. The convention will attempt (but is not required) to provide vendors with any information needed to further their arrangements with the convention facility. Please note that information such as booth space arrangements and exact setup times may not be available far in advance of the convention. Youmacon reserves the right to determine the appropriate time to release such information.

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

Convention Facility Expenses

The dealer registration fees paid to Youmacon are solely intended to pay for the reservation of space and specified services as specified on the application and in the contract (i.e., Miscellaneous Appendix). Vendors should note carefully that the payment of any fees, bills, or expenses imposed upon them by the convention facility as a result of their actions or participation in the Youmacon Anime Convention is solely their own responsibility. Youmacon will not cover or repay to a vendor any fees imposed by the convention facility for reasons including but not limited to loading and unloading activities,

maintenance requests, services provided by the convention facility directly to the vendor (i.e., not contracted through Youmacon), and equipment rentals. Youmacon dealer registration fees do not serve as insurance or escrow against any fees that may be imposed upon a vendor by the facility. Any such fees should be discussed or negotiated directly with the facility's administration as Youmacon plays no role in the imposition or resolution of such fees or bills. Any concerns regarding additional fees should be directly addressed to the convention facility's administration via the contact information included in the Miscellaneous Appendix attached to the contract.

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 in the form of the vendor's original payment if still possible or else 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. In this event, Youmacon Enterprises shall not be liable for any other costs incurred by the vendor as a result of contract cancellation, including but not limited to travel, lodging, and freight expenses (in entirety or to the maximum extent allowable under the law, if applicable).

V. DEALER ROOM OPERATION

General Policies for Access to Dealer Room

The dealer room shall be open to exhibitors and their employees 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 or persons who have been positively identified as employees of a dealer room vendor. 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 persons without exhibitor badges who have been identified 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 staff 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 who are watching the door reserve the right to refuse any person access to the dealer room if they have any suspicions 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 based on 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 said person 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 before the starting date of the convention. Please be aware that the time the convention is able to provide for vendor setup is heavily dependent on the hours of access provided by the convention facility to Youmacon. Under some circumstances, it may not be possible to provide setup time at all before the first day of the convention, although this situation will be avoided if at all possible. Vendors who show up prior to the specified hours 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 loading/unloading and transport policies while setting up and tearing down. 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 (while adhering to the necessary codes and regulations). 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.

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 convention 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. In addition to the need for approval of all merchandise to be sold by vendors (see Section IV, "Screening of Vendors and Merchandise"), the following items and types of merchandise may not be sold by vendors under any circumstances:

- Any kind of weapon, *unless* the vendor has been granted explicit permission by the dealer staff prior to the convention to sell weapons
- Any replica weapons, whether or not they are licensed merchandise (keyblades, buster swords, gunblades, dulled swords, etc.)
- Airsoft products or anything similar
- 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 common 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. The list of approved merchandise submitted by a vendor in advance of the convention will be adhered to in the judgment of acceptable items as much as possible, but it may be necessary for the Head of the Vendor Relations Department or a Convention Chair to make a final decision regarding the acceptability of an item beyond the verbatim contents of the approved list under extenuating circumstances.

The Head of the Department of Vendor Relations and the Convention Chairs shall reserve final judgment regarding the permissibility of *any* item to be sold in the Youmacon Dealer Room. The convention may require the immediate removal of any item that was not preapproved for sale by the vendor per the stipulations for “Screening of Vendors and Merchandise” in Section IV. The final interpretation of the merchandise list is the province of the Head of the Department of Vendor Relations and the Convention Chairs. Failure to comply will result in the immediate removal of the offending vendor from the dealer room and possibly the convention site without any form of refund or recompense.

If the convention staff asks a vendor to prove that an item is genuine or otherwise acceptable to be sold (i.e., not bootleg and of official origin), the vendor 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 may result in the immediate eviction of a vendor and all associated exhibitors from the convention, with no refund of dealer 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

Within all other established rules, 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 be promptly 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 selling merchandise at 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, and vendors agree to take full and sole responsibility for any consequences that may arise as such. Any items that are not appropriate for children must be displayed discretely (out of plain sight), and exhibitors must request some form of age-verifying photo identification (preferably state-issued) 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 that they are selling merchandise of an adult nature. 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. The room itself will be locked if possible, although the actual ability of and method used by the staff to secure the doors, if any, depends on both the structural design of the room and doors and also the regulations of the convention facility. Please note that convention security is on duty 24 hours a day throughout the convention, and they will frequently if not constantly be in view of the entrance to the dealer room. The convention facility may also provide security, although the convention cannot inform a vendor about whether there is security available apart from that provided by the convention itself. If this is of concern, the convention facility should be contacted directly regarding the matter using the contact information included in the Measurements Appendix for the convention facility. 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 (if the policies of the convention facility provided for such a contingency).

Please be aware, however, that Youmacon does not maintain insurance that covers damage to or theft of dealer room vendors' merchandise. Please see the section on "Liability" below.

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 freely accepts full and total responsibility for the conduct of all

persons acting as agents of the vendor, thus indemnifying Youmacon Enterprises from the consequences of or any liability arising from the actions of those persons.

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 to the dealer 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 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 application forms, 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 render Youmacon Enterprises liable for any costs or expenses incurred by a vendor apart from the dealer registration fees paid directly to Youmacon Enterprises. Nor will Youmacon Enterprises be held responsible for any loss of reputation or other intangible asset as a result of the cancellation of a vendor's contract. 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 calendar 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 by the vendor according to the specifications under "Cancellation of Reservations" in Section IV (Reservation of Dealer Room Spaces & Services). Youmacon Enterprises reserves the right to cancel the contract at any time before the ending date of its terms without prior notification.

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. The vendor acknowledges that any breach of the terms of this contract from the time that it is signed by both parties until the termination of its terms as specified in the contract may result in the voiding of all terms and the termination of said vendor’s participation in the Youmacon Anime Convention without refund or recompense of any fees or costs incurred. Youmacon reserves the right to terminate a contract at any time without prior notification, and the vendor agrees to waive any actual or perceived rights or privileges to any form of compensation by Youmacon Enterprises within the limits of the law (if applicable) should Youmacon Enterprises terminate this contract at any time.

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 May 29, 2008..

Youmacon Anime Convention

Figures and Measurements Appendix to Dealer Contract

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

Youmacon 2008 will take place from October 31st to November 2nd of 2008.

Convention facility (2008):

Hyatt Regency Dearborn
600 Town Center Dr.
Dearborn, MI 48126-2793
(313) 593-1234

The dealer room will be located in the Springwells ballroom.

Size of a single standard booth space in the dealer room:

8 feet long by 8 feet wide

Prices to reserve dealer room booth spaces:

(Prices are based on date Youmacon receives your application, not the date it is postmarked.)

Before September 1st, 2008:

\$300 for 1st booth, \$200 each for up to three additional booths

On or after September 1st, 2008:

\$325 for 1st booth, \$225 each for up to three additional booths

Additional items:

Additional tables: \$50 each (6 ft. long by 30 in. wide, all must fit into vendor's booth spaces, all must be reserved in advance)

Additional exhibitor badges: \$30 each (no limit, must all be reserved prior to convention)

Electricity, phone lines, Internet access:

Vendors are responsible for making their own arrangements with the convention facility for these services. Please use the contact information printed on this sheet to contact the facility. Youmacon plays no role in preparing, administering, or paying for these services.

First response date:

August 1st, 2008

Final cut-off date for reservations:

October 15th, 2008

Final date for cancellations:

October 15th, 2008

Youmacon contact information:

Mailing address:

Youmacon 2008
P.O. Box 554
Troy, MI 48099-0554

E-mail contact:

dealers@youmacon.com

Youmacon Anime Convention 2008

General Waiver of Liability

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

business _____, do hereby agree to relieve Youmacon
(business name)

Enterprises of any share of responsibility for any direct or indirect consequences resulting from the sale or possession by attendees of the 2008 Youmacon Anime Convention of merchandise sold by the business I represent 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 2008 Youmacon Anime Convention have read and agreed to adhere to all terms of the Youmacon Dealer Contract that regard safety, security, and the conducting of business at the convention. The representatives of the aforementioned business will make all appropriate efforts to cooperate with the security staff and dealer 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)