2027 Texas Haunters Convention Vendor Agreement

This Vendor Agreement ("Agreement") is entered into by and between Texas Haunters Group, LLC ("Organizer"), of 4020 N. MacArthur Blvd. Ste. 122 #7213, Irving, Texas 75038-6422, and the business or individual identified in the Vendor registration ("Vendor"). This Agreement becomes effective upon electronic execution by Vendor. By completing registration and purchasing or being approved for Vendor space, Vendor acknowledges and agrees to the obligation to execute this Agreement electronically after registration payment is processed. Vendor's participation in the Event is subject to the terms of this Agreement and the applicable registration details.

Organizer is the organizer of the Texas Haunters Convention ("Event"), scheduled for July 17–18, 2027, at the Irving Convention Center, 500 W. Las Colinas Blvd., Irving, Texas 75039 ("Venue"). Vendor desires to participate in the Event.

1. SPACE AND PARTICIPATION

Organizer will make available the vendor space purchased by Vendor, subject to Organizer's assignment and the terms of this Agreement. Space dimensions and location will be identified in the registration confirmation or other written communication. Organizer may make reasonable changes to floor plan, location, dimensions, or placement when necessary for operational, safety, venue, or Event-related reasons. Vendor's participation is limited to the assigned space and approved products and services.

Vendor understands that participation is subject to Organizer approval and compliance with this Agreement, Venue rules, and applicable law.

2. EVENT HOURS

Unless Organizer provides written notice of a change, Vendor must keep its space staffed, open, and operational during public Event hours: Saturday, July 17, 2027, 9:00 AM to 5:00 PM; and Sunday, July 18, 2027, 10:00 AM to 4:00 PM. Organizer may change Event hours or require additional operating hours by notice. Vendor may not close, dismantle, or materially reduce its display before the Event closes without Organizer's written permission. A violation may result in a fine of up to $200, removal, or other remedies under this Agreement.

3. INSTALLATION AND TEARDOWN

Vendor may install its display on Friday, July 16, 2027, from 10:00 AM to 10:00 PM, and Saturday, July 17, 2027, from 8:00 AM to 9:00 AM, subject to Venue access and instructions. Vendor must complete setup before opening. Vendor must remove merchandise, displays, equipment, and waste and vacate its space no later than 10:00 PM on Sunday, July 18, 2027, unless Organizer provides different written instructions. Vendor is responsible for all costs of shipping, handling, installation, and removal. Early teardown is prohibited without Organizer's approval.

4. FEES AND PAYMENT

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Vendor agrees to pay all fees for space, registrations, marketing, sponsorships, services, and other purchases at the amounts and times shown in the registration system or written invoice. Unless Organizer specifies otherwise, all amounts must be paid in full no later than 30 days before the Event. For registrations made within 30 days of the Event, payment is due immediately. If payment is not received when due, Organizer may cancel Vendor's space, deny access, and resell the space, without waiving any amounts owed.

Space placement is determined by Organizer. Organizer may consider registration and payment timing, space requirements, product mix, operational necessities, and other factors; no location is guaranteed unless Organizer expressly confirms it in writing.

Vendor is solely responsible for collecting, reporting, and remitting all applicable sales, use, and other taxes arising from Vendor's sales or business activities.

5. PAYMENT DISPUTES AND CHARGEBACKS

Vendor agrees that all registration fees, Vendor space fees, and other amounts paid or payable to Texas Haunters Group, LLC ("Organizer") are subject to the payment terms, cancellation provisions, and refund policies stated in this Agreement and the applicable registration details.

Vendor agrees to contact Organizer directly and make a good-faith effort to resolve any question, billing concern, or dispute regarding a payment before initiating a chargeback or other payment dispute with Vendor's credit card issuer or payment provider.

To the extent permitted by applicable law and payment-card rules, Vendor agrees not to initiate or pursue a chargeback for a payment that is validly owed under this Agreement, including a payment for which Vendor is not entitled to a refund under the applicable cancellation or refund provisions.

A chargeback initiated in violation of this Agreement, including a chargeback based on a knowingly false or misleading claim, may constitute a breach of this Agreement. Organizer reserves the right to pursue any remedies available under this Agreement or applicable law, including recovery of amounts properly owed and reasonable costs incurred in responding to an improper chargeback, to the extent permitted by law.

Nothing in this section prohibits Vendor from disputing an unauthorized transaction, asserting a claim in good faith, or exercising any right that cannot lawfully be waived. Vendor's rights to cancellation or a refund are governed by the Cancellation and Refunds section of this Agreement and the applicable registration details.

6. CANCELLATION AND REFUNDS

Except as expressly stated in this Agreement or required by applicable law, fees paid by Vendor are non-refundable and non-transferable. Vendor cancellation, nonattendance, late arrival, early departure, or failure to comply with this Agreement does not entitle Vendor to a refund. Organizer may, in its sole discretion, authorize a partial refund or credit if Vendor submits a written

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cancellation request at least 30 days before the first day of the Event. No refund or credit is guaranteed.

The treatment of fees if Organizer cancels, postpones, relocates, or materially changes the Event is addressed in the Force Majeure and Event Changes section of this Agreement. Any refund or credit authorized by Organizer will be the Vendor's exclusive monetary remedy to the extent permitted by law.

7. USE, SHARING, AND APPEARANCE OF SPACE

Vendor may use its assigned space only to display and offer Vendor's approved products or services. Vendor may not assign, transfer, sublease, share, or permit another business or person to operate from the space without Organizer's prior written approval. Vendor may not sell or display products on behalf of another business unless approved in writing.

Vendor must keep its space clean, orderly, and safe and must remove its bulk trash and dispose of waste as directed by Organizer and Venue. Vendor may not place merchandise, equipment, or displays in aisles or neighboring spaces. Vendor is responsible for reasonable cleanup, repair, removal, or other costs caused by Vendor or its personnel.

8. DISPLAYS AND SIGNAGE

Displays and signs must be freestanding unless Venue and Organizer expressly approve another method in writing. Nothing may be attached to Venue walls, columns, floors, ceilings, or other surfaces. Displays, signs, merchandise, lighting, and equipment must remain within Vendor's assigned space and may not obstruct aisles, exits, neighboring spaces, or access to safety equipment. Organizer and Venue may require adjustment or removal of any display or item that violates these requirements or presents a safety or operational concern.

9. PRODUCT APPROVAL, QUALITY, AND LEGAL COMPLIANCE

Vendor is responsible for the quality, safety, labeling, and legality of all products and services it offers and for obtaining all licenses, permits, approvals, and authorizations required for its business. Vendor must comply with applicable federal, state, and local laws, regulations, and Venue rules. Organizer may determine whether products, services, displays, or sales practices are consistent with the Event's theme, policies, audience, and operational requirements.

Organizer may prohibit, restrict, or require removal of any product, service, display, or sales practice, including where Organizer reasonably believes it is unlawful, unsafe, misleading, inappropriate for the Event, or inconsistent with Event policies. Vendor must promptly comply with Organizer's direction.

10. PROHIBITED ITEMS AND ACTIVITIES

Vendor may not use or bring into the Venue helium balloons, glitter bombs or sprays, confetti or confetti bombs, food for immediate consumption for sale, or two-conductor (ungrounded)

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extension cords. Vendor must use grounded, three-conductor extension cords and comply with all Venue electrical requirements. Vendor may not bring into its space display vehicles, tents, or canopies unless approved in writing by Organizer due to fire code restrictions. Vendor may not use open flames, pyrotechnics, hazardous materials, or other dangerous effects. Any cleanup or other charges assessed to Organizer by Venue due to Vendor's prohibited items or activities may be charged to Vendor.

Organizer may determine whether an item or activity is prohibited and may require its immediate cessation or removal.

11. FOOD AND BEVERAGES

Vendor may not bring outside food or beverages into the Venue except as permitted by Venue rules or Organizer in writing. Vendor must purchase food and beverages from Venue-authorized facilities where required. Vendor may not bring outside alcoholic beverages into the Venue. Vendors may not sell food for immediate consumption. Any Vendor selling or sampling food or beverages must obtain Organizer's prior written approval and all required permits and comply with applicable laws and Venue requirements.

12. SERVICES

Organizer is not required to provide telephone, water, electrical, internet, drainage, or other utilities or services unless expressly included in Vendor's registration or confirmed in writing. Vendor is responsible for ordering and paying for additional services and applicable charges through the appropriate provider and for using such services in compliance with Venue requirements.

13. VENDOR PERSONNEL

Vendor is responsible, at its own expense, for providing sufficient qualified personnel to operate its space and for the acts and omissions of its employees, contractors, agents, and representatives ("Vendor Personnel"). Vendor must ensure Vendor Personnel comply with this Agreement, Organizer instructions, badge and access requirements, and Venue rules. Vendor is responsible for obtaining any required registrations or credentials for Vendor Personnel.

14. INSURANCE AND PROPERTY

Organizer's insurance covers the Venue and Event attendees only. It does not cover Vendor, Vendor Personnel, Vendor merchandise, displays, equipment, or other property in the event of damage, loss, or theft. Organizer and Texas Haunters Group, LLC are not liable for damage to or loss of Vendor merchandise or property, except to the extent liability may not be excluded by applicable law. Vendor is responsible for deciding whether to obtain insurance for its own property and business activities.

Vendors participating in certain activities, including but not limited to stunts (such as stilt walking, charging, sliding, or acrobatics), attendee activities (such as an escape room, maze, mini haunt, or zombie tag), or sales of knives with a sharp edge (including items described as decorative), must

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maintain an appropriate insurance policy and provide proof of that policy to Organizer before being allowed onto the convention floor. For such activities, Vendor must add "Texas Haunters Group, LLC" and "Irving Convention Center" as additional insureds and email a copy of the policy to insurance@texashauntersconvention.com in advance. Organizer may determine whether an activity is subject to this requirement and may require proof of coverage for similar activities.

Tattooing is not permitted at the Event due to insurance limitations. Vendor is responsible for any injury, damage, or loss caused by Vendor or Vendor Personnel, subject to applicable law.

15. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS TEXAS HAUNTERS GROUP, LLC, THE VENUE, AND EACH OF THEIR RESPECTIVE OWNERS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST THIRD-PARTY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO (A) VENDOR'S OR VENDOR PERSONNEL'S ACTS OR OMISSIONS; (B) VENDOR'S PRODUCTS, SERVICES, DISPLAYS, OR ACTIVITIES; (C) VENDOR'S BREACH OF THIS AGREEMENT; OR (D) VENDOR'S VIOLATION OF APPLICABLE LAW OR VENUE RULES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNITY.

16. DEFAULT, ENFORCEMENT, AND REMOVAL

A material breach of this Agreement includes failure to pay when due; failure to provide or operate the space as required; unauthorized assignment or sharing; violation of Event, Venue, safety, product, or conduct rules; and any other material failure to perform an obligation under this Agreement.

For a breach capable of cure, Organizer may provide written notice and a reasonable opportunity to cure. The parties acknowledge that a standard 10-day cure period may be impractical during the Event. Organizer may take immediate action, including requiring a product or display to be removed, suspending activity, denying access, or removing Vendor or Vendor Personnel, when Organizer reasonably determines that a violation is unsafe, unlawful, disruptive, cannot reasonably be cured in time, or threatens the Event, attendees, Vendors, Venue, or Organizer. Organizer may cancel Vendor's participation and retain fees to the extent permitted by law. These remedies are in addition to other rights available under this Agreement or law.

17. VENDOR CONDUCT

Vendor and Vendor Personnel must behave professionally and respectfully and must not harass, threaten, discriminate against, or engage in abusive or disruptive conduct toward attendees, other Vendors, Venue personnel, or Organizer personnel. Vendor must follow reasonable instructions from Organizer and Venue. Organizer may enforce this section through the remedies in the Default, Enforcement, and Removal section of this agreement.

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18. EVENT POLICIES; INTELLECTUAL PROPERTY

Vendor must comply with Organizer's published Event policies, including policies concerning products and displays, as provided to Vendor or made available through the Event website and registration materials. If a policy conflicts with this Agreement, this Agreement controls unless Organizer expressly states otherwise in writing.

AI-GENERATED ARTWORK AND PRODUCTS ARE NOT PERMITTED. Vendor may not display, offer, or sell artwork or products created wholly or substantially by generative artificial intelligence (AI) at the Event. This restriction applies to the artwork or product itself; it does not prohibit human-created work merely because Vendor used ordinary digital tools, editing software, or AI for unrelated business tasks. Organizer may request information reasonably necessary to assess whether an item is AI-generated and may require Vendor to remove any item Organizer determines violates this policy.

Vendor may not use the Texas Haunters Convention name, logo, or other Organizer branding on merchandise, advertising, or other materials in a manner suggesting sponsorship, endorsement, or authorization without Organizer's prior written permission. Vendor is responsible for obtaining rights and permissions for all intellectual property used in its products, displays, and promotional materials.

19. FORCE MAJEURE AND EVENT CHANGES

If performance of this Agreement is prevented, materially delayed, or rendered impracticable by circumstances beyond a party's reasonable control, including acts of God, severe weather, fire, explosion, public emergency, governmental order, war, terrorism, civil unrest, labor disruption, Venue closure or unavailability, or other similar events ("Force Majeure"), the affected party's obligations will be excused or suspended to the extent and for the duration reasonably affected. The affected party will provide notice when reasonably practicable and use reasonable efforts to mitigate the effects.

Organizer may cancel, postpone, relocate, shorten, or otherwise modify the Event when Organizer reasonably determines that circumstances warrant such action, including Force Majeure, Venue requirements, safety concerns, or other operational circumstances. If the Event is postponed or relocated, Vendor's registration may be applied to the rescheduled or relocated Event, subject to Organizer's written instructions. If the Event is canceled and not rescheduled, Organizer will determine, in its reasonable discretion and subject to applicable law, whether fees will be refunded, credited, or retained to cover nonrecoverable costs and expenses. Organizer will communicate any applicable treatment of fees to Vendors. Vendor's remedies under this section are limited to the refund or credit, if any, communicated by Organizer, to the extent permitted by law.

20. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve disputes arising out of or relating to this Agreement through informal discussions. Any dispute not resolved informally will be submitted to final

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arbitration in Dallas County, Texas, in accordance with the then-current applicable rules of the American Arbitration Association, subject to applicable law. Unless the parties agree otherwise or the applicable rules require otherwise, the arbitration will be conducted by one arbitrator. The arbitrator may award relief available under applicable law but may not modify this Agreement. Judgment on the award may be entered in any court with jurisdiction. Nothing in this section prevents a party from seeking temporary or emergency injunctive relief from a court of competent jurisdiction. The parties will continue to perform obligations not affected by the dispute, where reasonably practicable.

21. GENERAL TERMS

Entire Agreement. This Agreement, together with Vendor's registration details and applicable written policies incorporated herein, constitutes the entire agreement between the parties concerning Vendor's participation in the Event and supersedes prior agreements on that subject.

Amendments. Any amendment must be in writing and authorized by Organizer and Vendor. Organizer may issue reasonable operational instructions and Event rules consistent with this Agreement.

Severability. If any provision is held invalid or unenforceable, the remaining provisions will remain in effect. Any invalid provision will be limited to the minimum extent necessary to make it enforceable, if permitted by law.

No Waiver. Failure to enforce a provision is not a waiver of the right to enforce it later.

Assignment. Vendor may not assign or transfer this Agreement or its space without Organizer's prior written consent. Organizer may assign this Agreement in connection with the Event or its business operations.

Governing Law. Texas law governs this Agreement, without regard to conflict-of-law principles.

Notices. Notices under this Agreement must be in writing and may be delivered by personal delivery, certified mail (return receipt requested), or email to the contact information provided in Vendor's registration and to Organizer's designated contact. Email notice is effective when sent, unless the sender receives an automated failure notice. A party may update its contact information by written notice.

Electronic Signatures. The parties agree that electronic acceptance, signatures, and records may be used to form and evidence this Agreement to the extent permitted by law.

22. ACKNOWLEDGMENT AND SIGNATURES

By signing or electronically accepting this Agreement, Vendor acknowledges that it has read, understands, and agrees to be bound by its terms and applicable Event and Venue rules. The person accepting on behalf of Vendor represents that they are authorized to bind Vendor.

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2027 Texas Haunters Convention Vendor Agreement

VENDOR	**ORGANIZER**
	Texas Haunters Group, LLC
Name:	Name:
Date:	Date:
Signature:	Signature:

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