

## 2022 Texas Haunters Convention Exhibitor Agreement

This Vendor Agreement is made effective as of the purchase of exhibit space, by and between Texas Haunters Group, LLC ("Organizer") of 4621 S. Cooper St. Ste 131-713, Arlington, Texas 76017, and the party contracting hereunder for said exhibit space ("Exhibitor").

WHEREAS, Organizer is the organizer and renter of the Mesquite Convention Center located at 1700 Rodeo Drive, Mesquite, Texas 75149 (herein after referred as the 'Building'), where the Texas Haunters Convention will be conducted; and

WHEREAS, Exhibitor is engaged in the business of Halloween and cosplay industry related merchandise and/or services.

NOW, THEREFORE, it is agreed that:

**PURPOSE.** Organizer agrees to provide Exhibitor exhibit space to conduct Exhibitor's business in the Mesquite Convention Center, at the Texas Haunters Convention. Exhibitor's use of Organizer's building is limited to the exhibit space purchased by the Exhibitor and agreed upon by the Organizer prior to the event. In general, Exhibitor is guaranteed the square feet of exhibit space purchased prior to the event. Exhibitor accepts the opportunity to participate as a vendor in the Building for Texas Haunters Convention commencing on July 16, 2022 and ending on July 17, 2022. Exhibitor hereby accepts the following listed conditions and limitations.

**HOURS OF OPERATION.** Exhibitor exhibit space shall remain open from 10:00 AM to 5:00 PM each day the Event is in progress, unless Organizer notifies Exhibitor of other hours of operation. Failure to do so may result in a fine up to \$200.00.

Exhibitor exhibit space designated specifically for food trucks shall remain open at a minimum from 11:00 AM to 3:00 PM each day the Event is in progress, unless Organizer notifies Exhibitor of other hours of operation. Failure to do so may result in a fine up to \$200.00.

Some exhibit space may allow for optional extra hours beyond the minimums listed above.

**INSTALLATION AND TEAR DOWN.** Exhibitor shall set up the facilities for sale on July 15, 2022, between 1:00 PM to 10:00 PM and July 16, 2022, between 8:00 AM to 9:30 AM. Exhibitor shall remove his/her facilities for sale from the Building no later than 10:00 PM on July 17, 2022.

**PAYMENT.** Exhibitor is provided with the exhibit space in the Building in exchange for the agreed amount to paid upon purchase of the exhibit space. Exhibit space locations will be assigned by Organizer and provided to Exhibitor in advance of the Event on a first come, first served basis.

Exhibitor must be paid in full for all exhibit space, marketing, sponsorship, fees, and registrations before being allowed to occupy the event exhibit space.

Exhibitor is responsible for collecting and remitting applicable Texas sales taxes.

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**REFUNDS.** Organizer will not provide refunds for marketing, sponsorship, fees, or registrations after payment. Partial refunds on exhibit space may be provided at the discretion of the Organizer if the Exhibitor provides notice at least 30 days in advance of the event date.

**USE OF SPACE.** Event exhibit space is provided for the sole and exclusive use of the Exhibitor. Exhibitor is not permitted to reassign, sublease, or share exhibit space with any other individual or company. Event exhibit space is to be used solely for the display of product and services provided by the Exhibitor. Organizer reserves the right to determine final decision on usage and placement of all items within the event exhibit space.

**APPEARANCE.** Exhibitor is responsible for cleaning and maintaining the exhibit space provided in an organized and neat manner. This responsibility includes Exhibitor's responsibility to remove bulk trash. Should Exhibitor fail to keep the exhibit space in an orderly manner will result in additional removal fees.

**EXTRA SERVICES.** Organizer is not obliged to provide telephone, water, electrical, or drain services to Exhibitor. Exhibitor shall also be responsible for payment of other charges like electricity charges, water charges, taxes, etc. to the concerned authorities.

**DISPLAYS AND SIGNS.** All displays in the building must be free standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other vendor's shops or intrude into other vendor's exhibit space. Signs may not attach to the walls or columns of the building. Organizer reserves the right to determine final decision on usage and placement of all items within the event exhibit space.

**QUALITY PRODUCTS.** Exhibitor shall ensure proper quality of the products sold. Exhibitor shall comply with all applicable laws as to vendor's sales. Organizer reserves the right to determine final decision on sales/services that may not adhere to the theme and appropriateness of the event.

**RESTRICTED PRODUCTS.** Exhibitor shall ensure that all products and services sold are able to be done so legally in the event exhibit space. Illegal or controlled items will not be permitted. All products and services should be age appropriate for the target audience of the event. Organizer reserves the right to determine final decision on sales/services that may not adhere to the theme and appropriateness of the event.

**EMPLOYMENT OF STAFF.** Exhibitor will employ adequate staff at Exhibitor's own cost in order to operate the exhibit space provided by Organizer.

**FOOD AND BEVERAGES.** No food or beverage may be brought into the Building by Exhibitor from outside. Exhibitor shall purchase all foods and beverages from facilities provided for the event.

**INSURANCE.** Exhibitor is solely responsible to obtain insurance coverage on property brought into the Building. Exhibitor assumes full responsibility for items left in the facility. Organizer

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accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover Exhibitor's property.

Exhibitor is solely responsible for any damages or injuries caused by their products, offerings, personnel, or displays. Exhibitor agrees to hold harmless and waives any and all claims against the Organizer and the Building owner/representatives.

**INDEMNIFICATION.** Exhibitor agrees to indemnify and hold Organizer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Organizer that result from the acts or omissions of Exhibitor and/or Exhibitor's employees, agents, or representatives. Organizer shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting Organizer's products and services at the Event.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such

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causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Texas.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

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**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**SIGNATORIES.** This Agreement shall be signed on behalf of Organizer by Texas Haunters Group, LLC, Member and on behalf of the authorized representative of Exhibitor, and shall be effective as of the purchase date of the exhibit space.

**Texas Haunters Group, LLC**

Name:

Name:

Date:

Date:

Signature:

Signature: