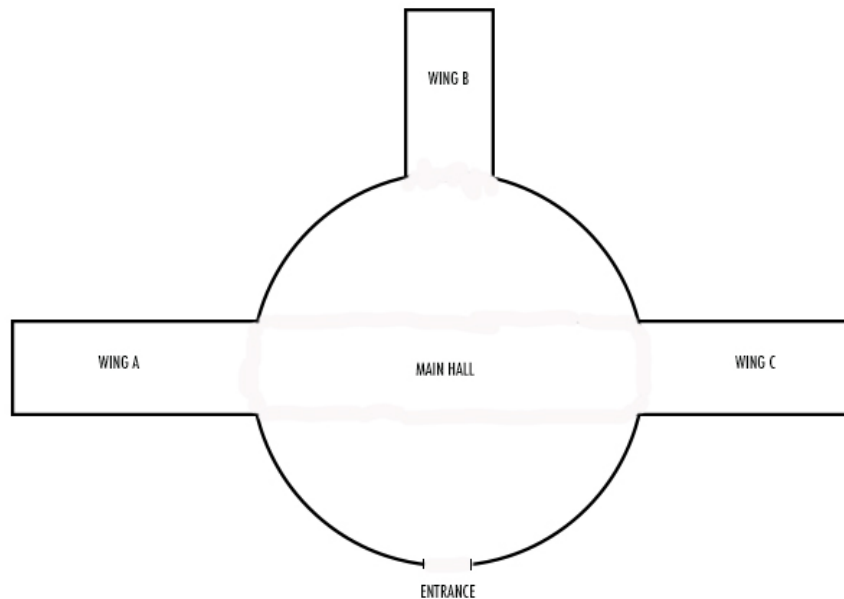


## THE CAPTAIN'S SUMMIT 2019 VENDOR CONTRACT

This Application for Exhibit Space at The Captain's Summit 2019 (the "Event"), which will become a contract between \_\_\_\_\_ Inc. (hereinafter referred to as the "Promoter") and the signer (hereinafter referred to as the "Vendor"), upon written acceptance, is based on the terms set forth below and the plan of Exhibits, Rates, and Rules and Regulations as may be established from time to time, as set forth in updated and amended information, all of which constitute part of this Contract.



CAPTAIN'S SUMMIT - EXHIBIT HALL  
OVERVIEW



### 1.) EXHIBIT HALL SPACE RENTAL FEE:

**BASIC TABLE RENTAL PACKAGE:** First Standard Table is \$225 Corner Tables are \$250 Maximum of 4 Tables per Vendor. Tables are 8ft X 2 ½ ft with a total Space is 10x10 Pipe and Drapery, with 2 chairs, and a wastebasket. Vendor receives up to 2 Event Passes with Table purchase, each Vendor pass after that is \$50 max of 4.

### SPACE OPTIONS....

#### MAIN HALL:

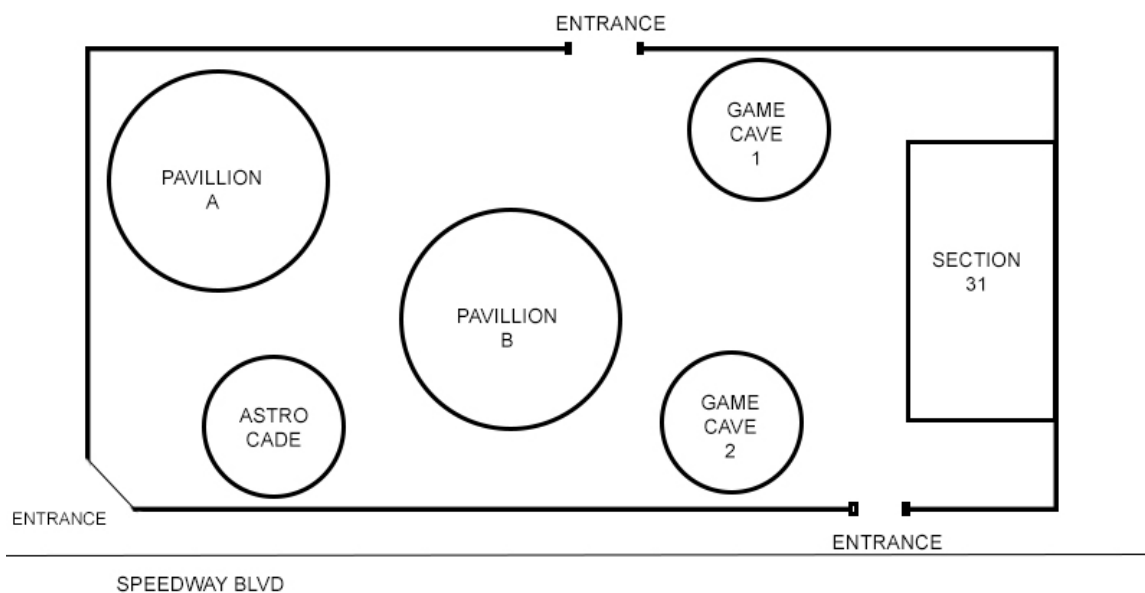
**BASIC TABLE RENTAL PACKAGE:** First Standard Table is \$150 Corner Tables are \$160 Maximum of 4 Tables per Vendor. Tables are 8ft X 2 ½ ft with a total Space is 10x10 with 2 Chairs and a wastebasket. Vendor receives up to 2 Event Passes with table purchase, each Vendor pass after that is regular Price.

#### EXHIBIT WINGS:

**BASIC TABLE RENTAL PACKAGE:** First Standard Table is \$150 Corner Tables are \$160 Maximum of 4 Tables per Vendor. Tables are 8ft X 2 ½ ft with a total Space is 10x10 with 2 Chairs and a wastebasket. Vendor receives up to 2 Event Passes with table purchase, each Vendor pass after that is regular Price.

*(Wing "C" is Autograph Salon)*

## THE VILLAGE



### CAPTAIN'S SUMMIT - THE VILLAGE OVERVIEW



VILLAGE PAVILLION DOMES:  $\frac{1}{4}$  Dome = \$1,500 Space Fee,  $\frac{1}{2}$  Dome = \$2,500 Space Fee, Full Dome = \$1,200 Space Fee...



BASIC VILLAGE GAMECAVE DOMES:  $\frac{1}{4}$  Dome = \$750 Space Fee,  $\frac{1}{2}$  Dome = \$1,400 Space Fee, Full Dome = \$2,500 Space Fee... TABLE RENTAL PACKAGE: First Standard Table is \$100, Maximum of 4 Tables per Vendor. Tables are 8ft X 2  $\frac{1}{2}$  ft with a total space is 10x10 with 2 chairs and a wastebasket. Vendor receives up to 2 convention passes with table purchase each vendor pass after that is \$50 max of 4.

### ROGUE'S ALLEY

BASIC TABLE RENTAL PACKAGE: First Standard Table is \$50 Corner Tables are \$160 Maximum of 4 Tables per Vendor. Tables are 8ft X 2  $\frac{1}{2}$  ft with a total Space is 10x10 with 2 Chairs, and a wastebasket. Vendor receives up to 2 Event Passes with table purchase, each Vendor pass after that is regular Price.

## THE BAZZAR



MERCHANT BAZZARE FULL BOOTH: 8'X 10' Area \$100 Space Fee .... BASIC TABLE RENTAL PACKAGE: First Standard Table is \$25, Maximum of 4 Tables per Vendor. Tables are 8ft X 2 ½ ft with a total space is 10x10 with 2 chairs and a wastebasket. Vendor receives up to 2 convention passes with table purchase, each vendor pass after that is regular Price.



MERCHANT BAZZARE HALF-BOOTH: 8'X 10' Area \$100 Space Fee.... BASIC TABLE RENTAL PACKAGE: First Standard Table is \$25, Maximum of 4 Tables per Vendor. Tables are 8ft X 2 ½ ft with a total space is 10x10 with 2 chairs and a wastebasket. Vendor receives up to 2 convention passes with table purchase, each vendor pass after that is regular Price.

THE ARTIST SPACE: 8'X 10' Area \$50 Space Fee .... BASIC TABLE RENTAL PACKAGE: First Standard Table is \$25, Maximum of 4 Tables per Vendor. Tables are 8ft X 2 ½ ft with a total space is 10x10 with 2 chairs and a wastebasket. Vendor receives up to 2 convention passes with table purchase, each vendor pass after that is regular Price.

2.) PAYMENT: Please make orders payable to Paypal Account - "imachine (at) hotmail (dot) com". A copy of this Contract will confirm Space and Table Reservation. **Payment needs to be sent within 30 days once notified of approval.** Failure to do so you will need to reapply and it will be based on available space and conditions if you would get accepted again.

3.) INSTALLATION AND REMOVAL TIME: Vendors may begin installation on May 22<sup>nd</sup> at 7pm. All merchandise must be in place by 12:30pm on May 24th. All merchandise must be removed by 8pm on May 28th. Materials not removed by this time will be removed by the Promoter and placed into storage and/or shipped at Vendor's expense.

4.) DEALERS' ROOM HOURS: The Promoter reserves the right to change Exhibit Hours of the Captain's Summit 2019 as it may deem desirable. Hours will be announced after the Applications have been approved.

5.) CANCELLATION: Vendor shall be responsible for all Payments under the terms of this Contract whether The Captain's Summit 2019 is canceled, delayed, relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind not within the Promoter's control.

6.) REFUNDS: Vendor must contact the Promoter at least 90 days before the event date for a 50% refund. Within 30 days of the Event, no amount paid will be refunded. Refunds will be issued 30 days after the Event concludes. No refunds will be issued for Cancellations during The Captain's Summit 2019. Promoter is not responsible for any expenses incurred by Vendor, while preparing for, or exhibiting at The Captain's Summit 2019.

7.) TAXES AND LICENSES: Vendor is responsible for obtaining any and all licenses, permits, or approvals required under law applicable to their activity at The Captain's Summit 2019. Vendor shall be responsible for obtaining any necessary Tax Identification and paying all Taxes, License Fees, Fines or any Charges that may be owed any governmental entity with respect to Vendor's participation in The Captain's Summit 2019. All vendors will receive the proper forms from the Kern County State Sales office prior to the convention and will be held responsible returning them accordingly.

8.) INSURANCE: Vendor acknowledges that neither the Promoter, or RRR Ranch maintains insurance covering Vendor's property, it is the Sole Responsibility of the Vendor to obtain such insurance.

9.) HOLD HARMLESS: Vendor agrees to assume all risk, and to indemnify and hold harmless Starfleet Command - Mojave, and the RRR Ranch, or their respective officials, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (hereafter

“the Indemnified Parties”) from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with the Promoter's use of the leased premises, or arising out of any act, or omission of the Promoter, or any of the Promoter's Employees, Agents, Contractors, Representatives, Patrons, Guests or Invitees; excepting such Claims, Demands, Defense Costs, Liability, Expense, or Damages arising out of the Sole negligence of one, or more of the Indemnified Parties.

10.) **RESPONSIBILITY:** Vendor assumes responsibility and agrees to defend the Indemnified Parties from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with Vendor's or Promoter's use of the leased premises. Neither the Promoter nor the Indemnified Parties will be responsible for any injury, loss or damage that may occur to Vendor, Vendor's employees or property from any cause whatsoever.

11.) **LIABILITY:** Anyone visiting, viewing, or otherwise participating in Vendor's exhibit is deemed to be the invitee or licensee of Vendor, rather than the invitee or licensee of the Promoter. Promoter shall not be liable for any injury whatsoever to the persons conducting or otherwise participating in the conduct of Vendor's exhibit or to invitees, licensees or guests of Vendor. Vendor assumes full responsibility for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless the Indemnified Parties from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors.

12.) **WARRANTY:** There is no other agreement or warranty between Vendor and Promoter except as set forth in this document. The rights of Promoter under this contract shall be deemed waived except as specifically stated in writing and signed by an authorized officer of the Promoter.

13.) **SECURITY:** Promoter will provide unarmed security guard service for the exhibition space during the hours the exhibit premises are closed. However, Vendor is solely responsible for Vendor's exhibit material. All property of the Vendor is understood to remain in the Vendor's care, custody and control in transit to or from or within the confines of the Event premises.

14.) **ADULT MATERIAL:** Vendor may not display material depicting nudity or sexual conduct unless it is blinded (covered) or displayed in such a way that it cannot be viewed or be accessible to minors in any way. Adult materials may not be displayed on the display counter and **adults must request to be able to view them.** It is the Vendor's responsibility to verify the age of each individual requesting to view or purchase adult material. No adult material may be sold, given or distributed to any minor. Promoter reserves the right to require Vendor to remove items from public display if they are not deemed appropriate by the Promoter. Failure to comply with the requirements set forth in this paragraph may result in Vendor's expulsion from The Captain's Summit 2019 with no refund of the Exhibit Space Rental Fee, arrest and/or criminal prosecution.

15.) **COPYRIGHT LAWS:** The Captain's Summit 2019 has a **strict no bootleg policy.** This includes, but is not limited to, music, bootleg posters, stickers, wallscrolls, plushes, key chains, copyrighted logo or characters. Any Vendor found selling bootleg

material will be asked to remove it from the Exhibition Area. A repeated violation of this policy may result in Vendor's expulsion from The Captain's Summit 2019, with no refund of the Exhibit Rental Fees.

16.) **SWORDS AND WEAPONS:** The Captain's Summit does allow the sale of metal swords, but must be notified before the Event. If not contacted before the event, they will be forbidden to sale. Guns, air soft Guns, metal Throwing Stars are not allowed for sale under any circumstance. If questionable, must be brought to the attention of Management before the event begins.

17.) **VENDOR PRIVACY:** Vendor gives the Promoter the right to Vendor's name or image for promotional purposes. Vendor also grants to the Promoter the right to release Vendor contact information to the public.

18.) **FOOD AND SNACKS:** The Captain's Summit does allow the sale of novelty snacks and drinks, these consist of things you will not find in a everyday grocery store, or market.