

**NJ Comic Expo. - DEALER CONTRACT**  
**Located at the Teaneck Armory/ 1799 Teaneck Road, Teaneck NJ 07666**  
**November 12th and 13th, 2011 (10:00 AM -6:00PM)**

**1. BOOTH SPACE**

A. The NJ Comic Expo. (NJCE) will provide two chairs with each booth rental. Two badges per vendor will be provided to each vendor (Additional badges can be requested in advance and with the permission of NJCE management and/or purchased upon arrival.) 8' x 2' tables can be rented from NJCE for an additional fee of ten dollars (\$10.00) per table for use in a rented booth space. (see fees at bottom of page 2)

B. The NJCE provides the above equipment with each booth/table. All additional equipment and furnishings are the responsibility of the Dealer. You may provide your own furnishings or you may contact NJCE no later than four weeks prior to the event for additional furnishings.

C. Electrical services will be exclusively provided by NJCE at a rate of \$10.00 per booth additional.

D. Dealer will keep booth areas clean and is responsible for any damage. Dealer agrees to leave their area "broom clean" at the close of the con.

E. The NJCE reserves the right to change table locations at the promoter's discretion.

**2. DISPLAY REGULATIONS**

A. No exhibit may block or interfere with any neighboring exhibit.

B. No exhibit may have a wall over 4 feet high on any aisle. All display fixtures over 4 feet high must be positioned at least 3 feet off of the aisle to avoid blocking the line of sight of neighboring exhibits. Island setups excluded.

C. Dealers must police their own booths to be sure that noise levels from sound systems is kept to a minimum and does not interfere with others. The NJCE reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

D. Character and compliance of exhibits is subject to the approval of the NJCE and all decisions regarding the display of material shall rest solely with the NJCE.

E. Any Damage caused to the building or booth furnishings by the Dealer is the sole responsibility of the Dealer.

F. No smoking or alcohol is allowed in the exhibit hall at any time

G. Dealer agrees to remain set up for all open hours of the Con. No early breakdown is allowed without the prior consent of NJCE.

**3. PAYMENT FOR SPACE and SUBLETTING**

A. Dealer understands the payment policy and agrees to pay the fees as listed below.

B. Refunds for booth fees may be requested until October 15th, 2011. After that refunds will only be available if the show is sold out.

C. Refunds will not be available due to Force Majeure (see section 7).

D. Subletting of booth/table space is not allowed.

E. Sharing of booth space is not allowed without the express **written permission** of the NJCE. In the case of more than one dealer sharing one booth; the person whose name appears on this contract assumes full responsibility for that booth, as specified here. NJCE must be notified, at the time of booth reservation, of dealers intending to share space.

**4. MERCHANDISE FOR SALE**

A. Dealer agrees that all merchandise for sale is legal and licensed. Dealers selling unlicensed or "bootleg" merchandise, including t-shirts, photographs, video tapes etc., may be ejected from the convention with no refund of booth fees.

**B. Adult Material**

1. Dealer agrees not to sell or distribute any adult material to minors.

2. All Adults Only material must be either behind the table or, if displayed on a table or display rack, bagged or covered so that minors may not open it. Any adult material depicting nudity must be "blinded" (i.e. the nudity or sexual conduct must be covered).

3. Adult video tapes and magazines **are not** allowed to be openly displayed. They must be kept behind the tables. A sign may be posted to let customers know that you carry that merchandise.

**5. SECURITY**

A. NJCE agrees to provide overall show security, from 7:00AM to 8:00 PM Nov. 12<sup>th</sup> and Nov. 13<sup>th</sup>, 2011.

B. NJ Comic Expo., Tomlin Promotions Inc., and the Teaneck Armory are not responsible for any theft or loss. (See section 7).

C. Dealer is responsible for their own security at their booth/table during show hours.

6. SALES TAX

A. Dealers are responsible for collecting New Jersey Sales Tax (7%).

B. Dealers not holding a State of New Jersey sales tax license agree to file the appropriate New Jersey State Sales Tax Return within 3 days after the end of the con.

C. Dealer understands that failure to file the appropriate Tax Return may result in a tax assessment against you by the NJ Dept. of Taxation and Revenue.

7. LIABILITY and FORCE MAJEURE

A. The Dealer agrees to protect, keep, and save NJ Comic Expo and Tomlin Promotions Inc., the promoter of the event, forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance or regulation by the Dealer, his employees or agents, as well as failure to comply with the terms and agreements of this contract. Further, Dealers shall at all times protect, indemnify, save, and keep harmless NJ Comic Expo and Tomlin Promotions Inc., against and from any loss, cost, damage, liability, or expense which arises out of or from or by reason of any act or omission of the Dealer, his employees, or agents.

B. In the event that the Teaneck Armory or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, or another such cause, or as a result of governmental intervention, malicious damage, acts of wars, strike, labor disputes, riot, or agency which the NJCE has no control, or should the NJCE decide that because of any such cause it is necessary to cancel, postpone, or re-site the show, or reduce installation time, exhibit time, or move out time, the NJCE shall not be liable to indemnify or reimburse the Dealer in respect of any damage or loss, direct or indirect, arising as a result thereof.

8. AMENDMENTS: The NJCE shall have the full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary and proper.

9. The foregoing represents the agreement between the undersigned Dealer and Tomlin Promotions Inc., the promoters of the NJ Comic Expo., for the convention on November 12<sup>th</sup> and 13<sup>th</sup>, 2011.

10. **Important Update to Dealer Contract: Performance of Music:** Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the NJCE must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Promoter that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Promoter from any damages or expenses incurred by Promoter due to Exhibitor's use or authorization of use of such music.

Booth Rate: \$200.00 one 10 x 10 booth space, Additional fees include 8' x 2' table for rented booth @\$10.00 each, Electricity for booth @\$10.00 per drop.

Number of booths Rented \_\_\_\_\_ Number of tables rented for booth space (fee) \_\_\_\_\_ Electricity Required (fee) \_\_\_\_\_

Total Amount Due: \_\_\_\_\_ Amount Paid \_\_\_\_\_

Method of Payment Cash or Check \_\_\_\_\_ Check Number if Applicable \_\_\_\_\_

Signed NJCE/Tomlin Promotions \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #( ) \_\_\_\_\_ Fax #( ) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

I understand and agree to the terms of this contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_