

RuPauls DragCon

Vendor/Exhibitor Space Application and Agreement

April 28-30, 2017
Los Angeles Convention Center

TO APPLY, return this completed Application and Agreement to DragCon LLC

By Mail: 6650 Hollywood Blvd, LA, CA 90028 **By Fax:** 323-603-6301 **By Email:** dragconsales@worldofwonder.net

EXHIBITOR INFORMATION

Company _____ Parent Company (if applicable) _____
 Street Address _____ City _____ State _____ ZIP Code _____ Country _____
 Contact Name _____ Phone _____ Onsite Contact (If Different) _____ Phone _____
 EMail _____ Fax _____ Website _____ Social Media Info _____

BILLING INFORMATION (if different)

Company _____ Parent Company (if applicable) _____
 Street Address _____ City _____ State _____ ZIP Code _____ Country _____

EXHIBITOR PACKAGES

BOOTH SPACE

Fabulous Booth _____ @ \$950 each = _____

Corner Upgrade _____ @ \$350 each = _____

Island Upgrade _____ @ \$600 each = _____

TOTAL = _____

Or

TABLE SPACE

Standard Table _____ @ \$350 each = _____

TOTAL PACKAGE COST = TOTAL = _____

50% Deposit = _____

(Deposit payment due with this application to be processed.
Please make all checks payable to DragCon LLC)

4 Exhibitor Badges are included with EACH 10x10 space
purchased. 2 Exhibitor Badges are included with table
purchase.

BOOTH PLACEMENT

Until March 1, 2017, booths may be selected based on a first-come, first-served basis.

After March 1, booth placement is at the sole and absolute discretion of DragCon.

A deposit or full payment is required to reserve your selected booth.

SPACE DESCRIPTIONS

Fabulous Booth: 10'x10' space, includes:

Pipe & Drape back wall and side walls
1 8' Table with 2 Chairs
Booth ID Sign
4 Exhibitor Badges

Corner Upgrade will ensure one side of the booth is open to an aisle.

Island Upgrade will ensure there are no booths adjacent to the booth space; corner upgrade is not necessary. Requires purchase of at least 4 Fabulous Booths.

Standard Table: Available for Talent and Artists only; LIMIT ONE. 8' in-line table, includes:

1 8' Table with 2 Chairs
Pipe & Drape back wall
Booth ID Sign
2 Exhibitor Badges

Upgrade Costs are in addition to the Booth Space cost. Does not include any additional pipe and drape, tables or chairs. Electricity and WiFi must be contracted directly from the decorator or convention center.

PRODUCTS/SERVICES

What type of products or services will you have in your booth?

Artist Travel Manufacturer
Retail Non-Profit Publisher

ADULT MATERIAL

Will you have adult material on sale or on display in your booth?

Yes No

AUTHORIZED SIGNATURE

SIGNATURE _____ Date _____ DRAGCON SIGNATURE _____ Date _____

By completing and signing this application, I acknowledge that I have read, understand and agree to this Vendor/Exhibitor Space Application and Agreement and the attached General Terms and Conditions incorporated herein by this reference, which, together, are hereafter referred to as the "Agreement." Exhibitor acknowledges that failure to abide by this Agreement and any supplemental Rules & Regulations may result in the loss of my Exhibitor Privileges without recourse or refund. Completing and submitting this application is not a guarantee of space or placement. This application shall not be a binding contract until this application has been signed by both the Exhibitor and an authorized representative of DragCon.

GENERAL TERMS AND CONDITIONS to DRAGON 2017 VENDOR/EXHIBITOR SPACE APPLICATION AND AGREEMENT

These General Terms and Conditions, together with the attached Vendor/Exhibitor Space Application and Agreement (collectively, the "Agreement"), constitute the agreement by and between DragCon LLC and the Exhibitor identified on the main page of the Agreement in connection with Exhibitor's participation in the Event described herein.

1. Defined Terms. The term "Event" means "DragCon," currently scheduled to be April 28-30, 2017 ("Event Dates") at the Los Angeles Convention Center ("Exhibit Facility"). The Event is owned by DragCon, LLC ("DCLLC") and produced and managed by Comikaze Entertainment, Inc. ("CEI"). As used hereinafter, the term "Organizer" means, collectively, DCLLC, CEI and each of its/their respective officers, members, directors, agents, affiliates, representatives, employees and assigns. The term "Exhibitor" means, collectively, the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this Agreement upon acceptance by Organizer in the manner stated below and each of its officers, directors, members, shareholders, principals, proprietors, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. Exhibit Facility. Exhibitors must comply with all rules as posted at the Exhibit Facility as directed by Los Angeles Convention Center as well as those contained herein. Organizer will provide security for the event from April 27, 2017 at 7:00 p.m. through April 30, 2017, at 11:59 p.m. Even though there will be security staff at the Exhibit Facility, the Organizer HIGHLY recommends that any cash or valuable materials be removed from the Exhibit Facility at the end of each business day. The Organizer also recommends that Exhibitor takes special care in placement of cash and valuable merchandise at the Exhibit Facility. Neither Organizer or Los Angeles Convention Center will be liable for any theft, loss, or damage. Exhibitor is fully responsible for any and all damages to the property owned by Los Angeles Convention Center, its owners and management, that may result from any act of the Exhibitor. Exhibitor shall promptly pay for any and all damage to the Exhibit Facility or associated facilities, booth equipment, or the property of others caused by Exhibitor.

3. Event and Exhibit Facility Hours. Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by Organizer. If Exhibitor fails to install its display in its assigned space by one hour before the Event opens to the public or leaves its space unattended during the Event exhibit hours, Organizer shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours each day of the Event. Exhibitor may not dismantle their display until Organizer officially closes the Event.

4. Insurance. Exhibitor represents and warrants that it maintains at the minimum: (a) workers compensation insurance at no less than the minimums required by law with respect to Exhibitor's personnel; and (b) general liability insurance with a minimum of \$500,000 per occurrence and \$1,000,000 in the aggregate. The "Organizer Indemnified Parties" (as defined in Section 11 below) shall be named as additional insureds as required on all such policies. Exhibitor must provide proof of all such insurances and endorsements as specifically instructed by Organizer prior to set-up.

5. Qualifications of Exhibitor. Organizer, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants may be required to submit a description of the nature of their business and the items intended to be exhibited. Organizer reserves the right to restrict or remove any exhibit which it believes, in its sole discretion, is objectionable or inappropriate.

6. Adult Material. Exhibitor agrees that no adult material will be sold or handled by any persons under the age of 18. Exhibitor warrants and represents that all its personnel at the exhibit will be familiar with all federal, state, and local ordinances regarding display, transport, and sale of all such materials, and Exhibitor is solely responsible for compliance with the laws and regulations thereunder. All adult material must be either behind the table(s), or if displayed on a table or display rack, bagged and covered so that minors may not open it. Any adult materials depicting nudity must be covered. Adult videos, ads, magazines, books, artwork are not to be displayed openly. A sign is highly recommended to notify customers that Exhibitor carries such items.

7. Assignment of Space. Organizer shall assign exhibit space in its sole discretion. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if Organizer in its sole discretion determines that to do so is in the best interest of the Event.

8. Cancellation by Exhibitor. Cancellation: Generally, partial cancellation of booth space is not permitted; any partial cancellation must have the prior written consent of Organizer, which consent shall be in Organizer's absolute discretion. Exhibitors who cancel exhibit space more than 60 days prior to the opening day of the Event, will be refunded the total amount paid, less \$100.00. Exhibitors who cancel exhibit space less than 45 days prior to the opening day of the Event, but more than 30 days prior to the opening day of the Event, will pay a cancellation fee of 50% of total due. There will be no refunds for cancellations made less than 30 days prior to the opening day of the Event.

9. Cancellation by Organizer. If Exhibitor fails to make a payment required in a timely manner, Organizer may terminate this Agreement immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. Organizer reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Organizer is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this Agreement effective upon written notice of termination if Exhibitor breaches any of its obligations hereunder without any obligations, expressed or implied, on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If Organizer removes or restricts an exhibit which Organizer considers to be objectionable or inappropriate, no refund will be due Exhibitor.

10. Cancellation of the Event. If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor. Organizer reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If Organizer changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor; provided however, Organizer shall assign use of such space to Exhibitor pursuant to the terms of this Agreement. If Organizer elects to cancel the Event other than for reasons previously described in this paragraph, Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor.

11. Assumption of Risks; Releases. Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor or Exhibitor's employees, contractors, representatives, patrons, guests or invitees (collectively, the "Exhibitor Parties"), whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property and the Exhibitor Parties' property (whether or not stored in any courtesy storage area), including without limitation any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property and the Exhibitor Parties' property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby fully and forever releases and discharges DCLLC, CEI, AEG MANAGEMENT LACC, LLC, the City of Los Angeles, the Exhibit Facility, World of Wonder Productions, Inc. and RuCo, Inc., individually and collectively, and their present and former officers, directors, shareholders, partners, members, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them (collectively, the "Organizer Indemnified Parties"), from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, seizures, impoundments, investigations, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or here have or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor's participation and/or presence in the Event and/or damage to property belonging to the Exhibitor or to the Exhibitor Parties. Exhibitor acknowledges that there is a possibility that because of the execution of this Agreement, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. Exhibitor acknowledges and agrees that by reason of this Agreement, and the releases contained in this Section 11, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Exhibitor has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Exhibitor knowingly and voluntarily waives the provision of Section 1542, as well as any other statute, law or rule of similar effect.

12. Indemnification. Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to Organizer in its sole discretion) and hold the Organizer Indemnified Parties harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable outside attorneys' fees and expenses, which result from or arise out of or in connection with (a) Exhibitor's participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right and in connection therewith will not trade in counterfeit goods at the Event; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to any of the Exhibitor Parties; (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise, and (h) damage or loss of any property belonging to Exhibitor or the Exhibitor Parties. Exhibitor shall not settle or compromise any claims against any of the Organizer Indemnified Parties without Organizer and such party's prior written consent and participation in such discussions.

13. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ANY OF THE ORGANIZER INDEMNIFIED PARTIES BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS OF THE ORGANIZER INDEMNIFIED PARTIES, "EXHIBITOR PARTIES", THIRD-PARTY EXHIBITOR PARTIES, OR EVENT ATTENDEES WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ANY OF THE ORGANIZER INDEMNIFIED PARTIES' MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO ORGANIZER BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS AGREEMENT. ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS.

14. Listings and Promotional Materials. By Exhibitor's participation in the Event, Exhibitor expressly grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that Organizer may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any Organizer promotional purpose.

15. Recording, Filming and Photographic Release. Throughout the event, Organizer or its licensees and assigns, may film, record and photograph all elements of the Event, including but not limited to Exhibitor's booth and personnel (the "Recordings"). Exhibitor on behalf of itself and its personnel, and to the extent required will secure agreements from its personnel to, grant Organizer the unlimited right to use all such Recordings (any element or edited versions thereof) in any and all media now known or hereafter devised, in perpetuity. None of Exhibitor or Exhibitor's personnel shall assert any claims or causes of action against Organizer, its assigns and licensees and any exhibitor or platform exhibiting the Recordings.

16. Care of Exhibit Facility. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

17. Taxes and Licenses. Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and pay all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitors must provide show management with a Board of Equalization- 410-D (BOE-410-D) swap meet, flea market, or events certification. If you will be selling during the event you must also provide a valid CA Permanent/Temporary Seller's Permit. If you set up without a valid of BOE-410-D form or provide an invalid number, all fines incurred will be passed on to you, the Exhibitor.

18. Copyrighted Materials. Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

19. Observance of Laws. Exhibitor warrants and represents that it will abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, including but not limited to those applicable to customs and import duties and regulations and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20. Additional Terms and Conditions. Organizer has sole control over attendance policies. Except as provided to the contrary in this Agreement, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself during the event you must also provide a valid CA Permanent/Temporary Seller's Permit. Organizer in its sole judgment may refuse to consider for participation in future events held by Organizer an Exhibitor who violates or fails to abide by the Agreement and any of the accompanying rules and regulations. Any amendment or modification to this Agreement must be in writing and signed by an authorized representative of Organizer. Exhibitor may not assign this Agreement or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of Organizer, which consent shall be in Organizer's sole discretion.

21. Exhibitor Service Guide. Approximately one month from the Event, Organizer will send Exhibitor Service Manuals to the Primary Contact listed on the front of this Agreement. The Exhibitor Service Manuals will include information integral to participation at the Event, including but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. Incorporation of Rules and Regulations. Any and all matters pertaining to the Event and not specifically covered in this Agreement shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Agreement and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as these additional rules or regulations are communicated to Exhibitor. This Agreement (including the Exhibitor Service Manuals and any additional rules or regulations adopted by Organizer from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

23. Governing Law; Remedies. This Agreement is governed by the laws of the State of California as applied to contracts entered into and entirely performed within such state. Ex-hibitor agrees that the courts located in the State of California shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Los Angeles, California. Exhibitor's sole remedy in the event of any breach by an Organizer Indemnified Parties hereunder shall be an Action at law to recover monetary damages actually suffered, if any (but in no event any consequential, special, or punitive damages). Exhibitor shall not have any right to enjoin the exhibition or other exploitation of the Event or any other production or work based thereon, to terminate or rescind any rights granted to Organizer hereunder or by this Agreement, or to obtain any other form of equitable or injunctive relief, all of which Exhibitor hereby expressly waives. At all times, Organizer shall have all rights and remedies which it has at law or in equity pursuant hereto or otherwise, all of which rights and remedies shall be construed as cumulative.

24. Use of Aisles and Common Areas. Distribution of samples and printed matter of any kind and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in Organizer's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of Organizer. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made by Exhibitor only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

25. Sound Advertisements. The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Organizer reserves the right to determine sound interference with others and Exhibitor shall comply with any request by Organizer to discontinue any such sound or music.

26. Fire and Safety Laws. Federal, State and city laws must be strictly observed. Exhibitor shall be responsible for compliance with all applicable laws. Additional information regarding fire and safety regulations will be found in the Exhibitor Service Manuals.

27. Additional Representations and Warranties. Exhibitor further represents and warrants that it: (a) is a validly existing entity (or sole proprietorship) registered and in good standing under the laws of the state in which it operates and pays all applicable federal, state and local taxes, taxes and fees for its operations and income; (b) has the legal power, authority, and right to enter into this Agreement; (c) shall perform and comply with all of its covenants, terms, agreements and obligations herein; and (d) the party executing this Agreement has full and complete authority to bind Exhibitor hereunder.

28. Terms and Conditions Updates. Organizer may provide to Exhibitor, from time to time, additional materials which will specify additional terms and conditions for participation and/or presence at the Event. Such additional terms and conditions are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. Exhibitor hereby agrees that all information containing terms and conditions provided to you by Organizer shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same enforceable legal document when fully executed. This Agreement may be executed by each party signing on its own behalf and sent to the other by electronic transmission.

A COPY OF THESE GENERAL TERMS ARE AVAILABLE IN LARGER TYPE AT www.rupaulsdragon.com/boothterms

I HAVE READ THE FOREGOING GENERAL TERMS AND CONDITIONS AND UNDERSTAND AND AGREE TO THEM.

Signature (required): _____ Date: _____

Exhibitor Name: _____

For Official Use Only: _____ **Comments:** _____

Signature: _____ Date: _____

Amount Paid: _____

Cash: _____ Check #: _____

Credit Card: _____