

JAFAX EXHIBITORS' POLICIES AND GUIDELINES

<https://www.jafax.org>

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This document sets forth the policies and guidelines for Exhibitions at JAFAX. By signing a contract to purchase space in the JAFAX Vendor Hall, you agree to follow and abide by these rules, as well as those of DeVos Place:

1. Application Process

- a. To apply for a space at JAFAX, please complete the appropriate application form located on the Vendors and Artists section of the JAFAX web site (www.jafax.org)
- b. The closing of the application process will be noted on the Vendors and Artists section of the JAFAX web site as well as on JAFAX social media
- c. Please only submit one application. Indicate all booth types yours would fit under.

2. Booth Specifications and Assignment

- a. All booths will be located in the Vendor Hall at DeVos Place Convention Center
- b. All booths will be assigned by the Exhibitions team
- c. Exhibitors may opt for a specific booth location for an additional fee, as noted in the application. Locations are assigned on a first come, first served basis
- d. Exhibitors not opting for a specific booth location may request to be placed near specific individuals or businesses. While JAFAX will make an effort to honor these requests, placement is not guaranteed

3. V. Vendor Responsibility

- a. You agree to assume all risk and to hold harmless the Indemnified Parties from and against all claims, demands, defense costs, liability, expense, or damages of any kind arising out of or in connection with the use of the JAFAX premises
- b. You agree that any claims, demands, defense costs, liability, expense, or damages of any kind arising out of or in connection with interaction with a JAFAX patron, guest, or invitee will be pursued against that specific party and not the Indemnified Parties
- c. The Indemnified Parties will not be responsible for any injury, loss, or damage that may occur to you, your employees, your volunteers, or your property from any cause whatsoever
- d. The Indemnified Parties will not be responsible for any injury whatsoever to:
 - i. Persons viewing, visiting, shopping, or otherwise participating at your booth
 - ii. Your guests
- e. You assume full responsibility for the actions of your agents, employees, volunteers, and contractors, whether or not they are acting within the scope of your agreement with them

4. III. Booth Configuration

- a. You may configure your space as you see fit as long as your contents do not cross the boundary for your space and as long as your configuration neither:
 - i. Interferes with the booth areas of other exhibitors
 - ii. Violates DeVos Place regulations
- b. Booth sharing is allowed but only for one other participant per booth. Both participants have to be approved through the application process. Signify in your application who you would like to share a booth with.

5. Vendor Protection of Valuables

- a. You are responsible for your own property, merchandise, and money
- b. Under no circumstances will JAFAX, DeVos Place, or their respective owners, officials, agents, operators, officers, volunteers, or employees (hereafter the "Indemnified Parties") be held liable for the loss or damage to your:
 - i. Merchandise
 - ii. Equipment
 - iii. Revenue
 - iv. Other possessions or property not limited to that stated above

6. VI. Insurance

- a. You acknowledge that the Indemnified Parties are not responsible for and will not maintain insurance to cover your property

7. VII. Right of Refusal

- a. Acceptance of your application for the Exhibition Hall at JAFAX is entirely at the discretion of JAFAX. While it is JAFAX's intention to provide opportunities to as many exhibitors as possible, JAFAX is not obliged to accept any particular applicant
- b. Your approval can be revoked at any time, if it is found that your application violated the terms of these guidelines or was otherwise fraudulent
- c. Not accepting a particular exhibitor for JAFAX may be the result of:
 - i. Not having an appropriate space available
 - ii. Documentation not being complete
 - iii. Payment of fees not being complete
 - iv. A previous history of issues
 - v. Other factors

8. VIII. Privacy

- a. You give JAFAX the right to use your name and/or image for promotional purposes
- b. You grant JAFAX the right to release your contact information to the public

9. IX. Refund/Cancellation Policy

- a. Exhibitors may request a cancellation until two months before the event for a full refund
- b. Less than two months before the event, or within two months of signing, a 50% refund will be issued only if the booth is successfully resold
- c. All refunds will be processed 2 to 6 weeks after the event

10. Contract Terms

- a. Payment for your space must be received within two (2) weeks from the date of the invoice
- b. JAFAX reserves the right to resell your space if your payment is not received by the stated date

11. Exhibitor Admission to JAFAX

- i. Two (2) badges will be provided to you for the purchase of one (1) booth
- ii. Additional badges may be purchased only for your staff or assistants at a discount
- iii. Every individual working your booth(s) must wear a badge while in the venue
- iv. The JAFAX badge grants you access to JAFAX during operating hours

12. Code of Conduct

- a. To ensure a respectful, productive, and enjoyable experience for all exhibitors, attendees, and staff, the following guidelines must be observed
 - i. Professional Etiquette
 1. Exhibitors are expected to conduct themselves professionally and respectfully toward others, including fellow exhibitors, attendees, and JAFAX staff
 2. Disruptive behavior or overly negative interactions with others may be grounds for removal from JAFAX
 - ii. Cooperation with JAFAX Staff
 1. Exhibitors must adhere to instructions provided by JAFAX staff at all times, including during set-up, tear-down, and throughout the event
 2. Disrespectful or uncooperative behavior may result in expulsion from the event without a refund
 - iii. Promotional Activities
 1. Promotional activities must remain within the confines of the exhibitor's designated booth space, unless otherwise approved by staff
 2. Any form of solicitation, loud advertising, or disruptive promotional methods outside of this space is prohibited
 - iv. Set-Up and Tear-Down Compliance
 1. Exhibitors must adhere to the designated set-up and tear-down times
 2. Failure to comply may result in penalties, including potential exclusion from future events

13. XII. Exhibitor Load-In and Tear Down

- a. You must check in at registration and pick up your badges and other JAFAX documents prior to loading in
- b. Load in and out hours and instructions are subject to change
- c. Badges must remain visible at all times during the event and are not to be lent out
- d. You are responsible for coordinating your staff and assistants to help with load-in, set-up and tear down. JAFAX is not responsible to provide you with staff or volunteers to assist you with these or other endeavors
- e. You are responsible for supplying your own method of transportation for your booth contents, including but not limited to dollies and hand carts
- f. All aisleways in the Vendor Hall must be free of boxes and belongings one hour before the hall is open to attendees. You acknowledge that the JAFAX Exhibitions Team will be authorized to clear the aisleways in order to prepare the Exhibition Hall to be open for business
- g. You may not start taking down your booth(s) until the Vendor Hall closes for business. Should you need to take down your booth prior to this date and time, you must first obtain special permission from the Exhibitions Director
- h. You must have taken down and removed all of your property from DeVos Place by the designated time on the last day of the event. A fine may be incurred if your property is still on the premises beyond 10 PM

14. Booth Operations Guidelines and Rules

a. Prohibited Merchandise:

- i. Exhibitors are strictly prohibited from selling or display the following:
 1. Everyone:
 - a. Images or videos generated wholly or substantially by machine learning models (commonly referred to as "AI art")
 2. Vendors:
 - a. Unlicensed or knockoff products
 3. Artists:
 - a. Fan art that closely mimics original works
 - b. Items with prints not created by the artist personally
 - c. Licensed merchandise
 - d. Trademarked symbols or logos
 - e. Items made with fabric containing intellectual property from third-party fabric printers
 - f. Weapons made from and/or containing wood or metal
 4. Game Developers
 - a. No sexually explicit content intended for adults only
- ii. Violators will be asked to remove the items immediately, and repeat offenses may result in removal from the event without a refund and potential blacklisting from future events.

15. Grab bags

- a. Grab bags are allowed as long as a rough description of its contents is spoken or displayed. JAFAX reserves the right to inspect grab bags or equivalent contents at any time.
- b. If any content violates any of our policies or is not aligned with rough description, JAFAX can ask for the content to be removed.

By my signature below, I acknowledge having read the Exhibitors Policies and Guidelines and agree to follow and abide by them

Accepted and agreed by the following parties:

Exhibitor Full Legal Name

Exhibitor Signature

Date of Signature