

JAYZOMON'S PCE 2021:SCAREFAIRE • EXHIBITOR APPLICATION FORM



San Bernardino County Fairgrounds
VICTORVILLE, CALIFORNIA

COMPANY NAME

CONTACT NAME

ADDRESS

CITY

STATE/PROVINCE

ZIP CODE

COUNTRY

PHONE

EMAIL

WEBSITE

EXHIBITOR SPACE • SELECT ONE

EXHIBITOR/RETAILER BOOTH

- 10' x 10' Pipe & Drape Booth
 - One (1) 8-Foot Table
 - Two (2) Chairs
 - Four (4) Badges
- Each additional booth will get two (2) badges

\$200

EXHIBITOR PREMIUM BOOTH

- 10' x 20' Pipe & Drape Booth
 - One (1) 8-Foot Table
 - Two (2) Chairs
 - Four (4) Badges
- Each additional booth will get two (2) badges

\$350

ARTIST ALLEY TABLE

- 5' x 10' Pipe & Drape Booth
- One (1) 8-Foot Table
- Two (2) Chairs
- Two (2) Badges

Only available to those who select Artist/Creator. Limit two (2) Artist Alley Tables per Exhibitor. Merchandise must be published goods. Creator must be present at the table.

\$110

Additional Exhibitor Badges

Additional badges are **\$10** each. Limit (4) per booth space and (2) per Artist Alley

Additional Chairs

Additional chairs are **\$3.50** each. Limit (4) per booth space and (2) per Artist Alley

Electricity and Cord

Electrical package is **\$20** each. Limit (1) per booth space and (1) per Artist Alley

PAY IN FULL DISCOUNT

There is a 5% discount off total price for paying in full.

TOTAL

Make checks payable to "The JayZoMon/Dark Myth Company"

EXHIBITOR TYPE •

SELECT ONE

☐ PUBLISHER/MANUFACTURER

☐ MAKER/CRAFTSMAN

☐ ARTIST/CREATOR
Primarily Paper Goods

☐ WEBCOMICS

☐ RETAILER/DEALER

☐ GAMING

Describe your products and/or services

SIGNATURE

DATE

PRINT NAME

PAYMENT INFORMATION • PLEASE PRINT CLEARLY

NAME ON CHECK

CHECK NO.

CARD NO.

CVV#

EXP.

PRINT (NAME)

BILLING ADDRESS

SIGNATURE

DATE

I hereby authorize JayZoMon's Pop Culture Expo to charge fees to this account

ADDITIONAL SERVICES

Services such as the internet, phone, electricity, and food services are provided by third-party companies through the SBC Fairgrounds. The organizers of the event hold no claim of responsibility for such affairs. For more information, you may contact them at: (760) 951-2200

DEPOSIT OPTION

A deposit of 25% of the total is due upon submission of the application, with the remained of the 75% due October 1, 2021.

Application will not be processed until October 1st. Exhibit space is not guaranteed until you received an e-mail confirmation from JayZoMon's PCE: Scarefaire. If requested, a full refund minus a 25% processing fee will be offered until October 1st, 2021. After that date no refunds will be offered.

Mail completed form (with payment) to:

The JayZoMon/Dark Myth Company • c/o JayZoMon's Pop Culture Expo • 21050 Little Beaver Rd., Apple Valley, CA 92308

Email completed form to:

eddieaguirre@pceHD.com

951.732.4013
eddieaguirre@pceHD.com
760.553.6906
pce@jayzomon.com
pceHD.com





OCT. 30, 2021
San Bernardino County Fairgrounds
VICTORVILLE, CALIFORNIA

 Please initial here after reading
the terms and conditions.

The company, its employees and agents, as described filled out by applicant on this application, is herein referred to as Exhibitor. The JayZomon/Dark Myth Company, the show management, is herein referred to as PCE. The show itself, the JayZomon's Pop Culture Expo, is herein referred to as the Exhibition.

The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, PCE is authorized to occupy such space or to cause such space to be occupied as PCE deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. PCE reserves the right to relocate Exhibitor. It is further agreed that the conditions, rules and regulations printed on this License or any attachments hereto, and in the exhibitors' manual, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. Carefully read the "Cancellation Policy" to ensure you fully understand your rights and financial obligations. This Policy will be strictly enforced.

1. Exhibitor Cancellation Policy. Application will not be processed without payment in full. Exhibit space is not guaranteed until you received an e-mail confirmation from JayZomon's Pop Culture Expo. If requested, a full refund minus a 25% processing fee will be offered until February 1st, 2021. After that date no refunds will be offered.

2. Qualifications of Exhibitor. PCE, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. PCE reserves the right to restrict or remove any exhibit which PCE, in its sole discretion, believes is objectionable or inappropriate. Only Exhibitors with products and/or services relating to comic books, comic strips, animation, or other related popular culture items are eligible to exhibit. No adult materials may be displayed or sold without prior written permission of PCE.

3. Cancellation of the Event. If PCE cancels the Event due to circumstances beyond the reasonable control of PCE (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) PCE 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. PCE reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If PCE 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, PCE shall assign use of such space to Exhibitor pursuant to the terms of this contract. If PCE elects to cancel the Event other than for reasons previously described in this paragraph, PCE shall return each 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.

4. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless PCE and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this License or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. PCE shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk and should be safeguarded at all times. PCE will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of PCE to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by PCE. Exhibitor agrees that PCE shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. PCE makes no allowed. Power strips are approved for additional outlet plugs (Cube tabs are not allowed, and power strips cannot be "daisy chained"). Cords, plugs, and strips must have UL labeling. Lighting must be UL labeled and used consistent with design.

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

6. Music and Sound Advertisements. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to PCE 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 PCE from any damages or expenses incurred by PCE due to Exhibitor's use or authorization of use of such music. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. PCE reserves the right to determine the placement and acceptable sound level of all such devices and may determine at what point sound constitutes interference with others and must be discontinued.

7. Booth Personnel and Attire. PCE reserves the right to determine whether the character and/or attire of booth personnel are acceptable for attendees.

8. 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. The aisles, passageways and overhead spaces remain strictly under control of PCE and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of PCE. 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.

9. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by PCE intended to resolve the dispute or disagreement shall be binding on Exhibitor.

10. Removal of Exhibits. PCE will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by PCE to accept or process exhibit space applications for future shows. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, PCE reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of PCE's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to PCE.

11. Insurance. Exhibitor is advised to see that its regular insurance company includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

12. 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 for paying 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.

13. Amendment to Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of PCE. The PCE shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.

14. License Acceptance. Deposit of your check does not constitute acceptance of this License. This License shall not be binding until accepted by PCE and confirmation has been returned to licensee.

15. Integration of License. This License contains the entire agreement between PCE and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.

16. PCE Weapon Policy. PCE does not allow the sale of real weapons. This includes steel replica swords, knives, throwing stars or blades of any kind. Furthermore, items such as pepper spray, Tasers, and projectile weapons such as real arrows, cross bows, and blow guns are not allowed. If you are unsure if an item you intend to sell is banned from PCE, please email PCE@jayzomon.com with a description and/or picture of the item in question for determination.

17. Booth Default. If Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by PCE for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, PCE may, without notice, terminate this License. In the event of such default, PCE may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. Your payment will be forfeited.

18. Sub-Licensing. Exhibitor shall not sub-license, assign or otherwise permit any person to occupy, Exhibitor's booth or Artist Table, or any part thereof, or use the booth for the exhibition of anything not specified in this License. This includes Reselling or Transferring of space. In the case of multiple parties sharing an exhibit space, the person whose name appears of this contract assumes full responsibility for that space as specified here. PCE rulings in its sole discretion shall in all instances be final regarding use of any exhibit space.

19. Property Damage. Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

20. Special Services. Electricity, internet, telephone, as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

21. Booth Representatives. Booth representatives shall at all times wear badge identification furnished by PCE. PCE may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open, as well as during setup and take-down.

22. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

23. Fire & Safety Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Aisles and fire exits must not be blocked by exhibits. Acetate and most rayon drapes are not flameproof and may be prohibited. Do not encroach on any aisles that border your booth. Fire Extinguishers, Hose Cabinets, Fire Exits or Fire Alarms cannot be blocked or covered. All decorations must be flame retardant or FR rated. They are subject to a random flame test by the Fire Marshal. Acceptable materials will not hold a flame. Materials can be manufacturer certified or may be treated with a flame retardant. Wood less than one-quarter inch thick must be treated. In most cases, floor coverings are the exception. Table coverings are excepted if they do not overhang the table more than six inches. Booth storage is allowed as follows: **a.** Cardboard boxes, packing materials, waste and debris must be removed prior to the start of the show and kept picked up during the show. **b.** All areas are inspected periodically. **c.** Boxed brochures, product and sales material storage may be allowed if kept tight, orderly and not stored behind the back of your booth. All extension cords must be a minimum of 14-gauge, 3 wire and grounded. Ties or cable clamps must be used when running cord. Lightweight extension cords or "zip cords" are strictly not allowed. Power strips are approved for additional outlet plugs (Cube tabs are not allowed, and power strips cannot be "daisy chained"). Cords, plugs, and strips must have UL labeling. Lighting must be UL labeled and used consistent with design.