

Southern Michigan Arts & Creative Conference
Guest/Professional Contract
July 24th & 25th, 2010

I: TABLE SPACE

- A) Hamtramck Idea Men agrees to provide a single table (8 ft. by 2 ft.), two chairs, and three memberships with the purchase of one full table space.
- B) All extra equipment is the responsibility of the Guest. Each table will have a table cloth and skirting; Guests may choose to cover their tables with their own furnishing. Simple Guest signage will be provided.
- C) The Guest will keep table areas clean and is responsible for any damage. The Guest agrees to leave their area "broom clean" at the close of the convention.
- D) Table locations will be determined by need and space available. H.I.M. reserves the right to change table locations according to need at their discretion.

II: DISPLAY REGULATIONS

- A) No exhibit may block or interfere with any neighboring exhibit.
- B) Guests must police their own area to be sure that noise levels from sound systems are kept to a minimum and do not interfere with others. H.I.M. reserves the right to determine at any time what point sound constitutes interference with others and must be discontinued.
- C) Character and compliance of exhibits is subject to the approval of H.I.M. and all decisions regarding the display of material shall rest solely with the promoter.
- D) Any damage caused to the building, ballroom, or booth furnishings by the Guest or the family or associate listed with the Guest is the sole responsibility of the Guest. **NOTHING IS ALLOWED TO BE TAPED, NAILED, OR GLUED TO THE WALLS.**
- E) No smoking is allowed in the ballrooms at any time. No outside alcohol is allowed in the ballrooms at any time.
- F) Exhibits are for promoting your work only; others' work or displays are not allowed.
- G) The Guest agrees to remain set up for all hours of SMACC. No early breakdown is allowed without prior consent of H.I.M.

III: PAYMENT FOR SPACE

- A) The guest understands the payment policy and agrees to pay the fees as explained on the website at <http://smacc2010.us>.
- B) Refunds for table fees may be requested until June 30, 2010. After that date, refund will only be available if the show is sold out.
- C) Refunds will not be available due to Force Majeure (see below).
- D) Guests are allowed to share space only if they remain seated to represent their individual creations, and they have signed Dealer Contracts with H.I.M. for the conference.

IV: MERCHANDISE FOR SALE

- A) The Guest agrees that all merchandise for sale is legal and licensed. If the Guest is selling merchandised that is considered to be unlicensed or "bootleg," including t-shirts, photographs, video tapes, DVDs, etc., H.I.M. reserves the right to eject the Guest from the convention with no refund of table fees.
- B) Adult Material:
 - 1) The guest agrees not to sell or distribute adult material to minors.
 - 2) All "adults only" material as defined by law 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," covering any nudity or sexual content.
 - 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.
- C) Guests understand that by agreeing to the guest table rate, they are to sell only their own published or created material.

V: GUEST REGULATIONS

- A) The Guest is required to spend at least five hours of the day at his/her space. This provides the fans with a chance to meet and talk with the Guest.
- B) H.I.M. realizes that as professionals the Guests will wish to meet with other Guests and Publishers to discuss possible projects, and asks all Guests to understand that during dealer hours, Guest status is given so fans of the community, arts, and otherwise creative industry can meet the Guest.
- C) Rough-housing, slander, and rude behaviors are unwarranted; please be considerate to other Guests and attendees.
- D) Any misuse of these rules may result in the ejection of the Guest from the convention with no refunds of fees.

VI: SECURITY

- A) H.I.M. agrees to provide security throughout the convention. Security will be on hand during show hours to police the area and patrons. All display areas will be locked and monitored during the after-show hours on Saturday, July 24th from 7pm to Sunday, July 25th at 11am.
- B) H.I.M. and Doubletree are not responsible for theft or loss. (See below.)
- C) The guest is responsible for his or her own security during show hours.

VII: SALES TAX

- A) The guest is responsible for collecting Michigan Sales Tax (6%).
- B) The guest who does not hold a State of Michigan sales tax license agrees to file a Concessionaire's Sales Tax return within 3 days after the end of SMACC. The form will be provided by H.I.M. and given to all Guests who do not provide a sales tax license number.
- C) The Guest understands that failure to file a Concessionaire's Sales Tax Return may result in a tax assessment against you by the Revenue Commissioner.

VIII: LIABILITY AND FORCE MAJEURE

- A) The Guest agrees to protect, keep, and indemnify H.I.M., the promoter of this event, forever harmless from any damage(s) or charge(s) incurred for violations of any ordinance or regulation by the Guests and his agents, as well as failure to comply with the terms and agreements of this contract. Further, Guests shall at all times, protect, keep, and indemnify H.I.M. against and from any lost, cost, damage, liability, or expense which arises out of or from or by reason of any act or act of omission of the Guests or his agents.
- B) In the event that the Doubletree 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 other unavoidable reason, or as a result of government intervention, malicious damage, acts of war, or other event beyond H.I.M.'s control, or should H.I.M. 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, H.I.M. shall not be liable to indemnify or reimburse the Guest in respect of any damage or loss, direct or indirect, arising as a result thereof.

IX: AMENDMENTS

H.I.M 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.

X: AGREEMENT

The foregoing represents the agreement between the undersigned Guests and Hamtramck Idea Men, LLC, the promoter of SMACC, for the conference on July 24th and 25th of 2010.

Guest 1 _____	Guest 2 _____	Guest 3 _____
Address _____ _____	Address _____ _____	Address _____ _____
City _____ State ____	City _____ State ____	City _____ State ____
Zip _____ Phone # () _____	Zip _____ Phone # () _____	Zip _____ Phone # () _____
Type of Creator _____	Type of Creator _____	Type of Creator _____
Signature _____	Signature _____	Signature _____