

RETAILER REGISTRATION FORM

This form is for Retailers and Dealers whose primary business is to sell any products and services related to the Entertainment Industry. Please see "Definitions" rule for details. This Document consists of five (5) pages. Make sure you read all of them before signing.

General Information	
Name	_____
Address	_____ _____
Ph / Cell	_____ Date _____
Email	_____



May 26 – 28, 2017 • Puerto Rico Convention Center

Booth Description
Booth Name (for identification purposes) _____
Please select one: <input type="checkbox"/> Distributor (wholesale) <input type="checkbox"/> Retailer/Dealer
Type of products to sell (A brief description of your products) _____
If you will have adult material please provide details _____ (For details see Exhibitor General Provisions, bullet H to comply with the rules and regulations concerning adult material)

Booth Details	Amount	Quantity	Total
Please read the Rules and Regulations for details			
Booth Space – Regular 10'x10' booth space, divided with pipe and drape with a 6'x2' table with tablecloth and two (2) chairs.		\$405	
Corner Booth - (Subject to availability) Includes an additional 6'x2' table with tablecloth		\$75	
Services			
Electric Service – Basic electric connection (up to 5 amps) Subject to availability		\$60	
Badges - You can order up to 2 additional badges (for a total of 4) for each 10'x10 booth space. Additional badges are \$25 each.		\$25	
Please calculate your request and write the total amount in this space.			
Mandatory State "B2B" Tax – Please multiply your total by 4%			
GRAND TOTAL			
Method of Payment	<input type="checkbox"/> Cash*	<input type="checkbox"/> Check*/Money order Number: _____	<input type="checkbox"/> PayPal** Account: _____

- **Additional tables and booth services:** For extra tables and/or any booth service such as chairs, rugs, racks, showcases, etc. you will receive our event supplier's service form once we process your form and your space is confirmed.

*Cash Payments are accepted only at our offices during business hours only until April 20, 2017. Contact us for the physical address and availability. Check Payments will also be allowed until April 20, 2017. WE WILL NOT ACCEPT THOSE FORMS OF PAYMENTS AFTER THAT DATE. **For PayPal payments please send us your PayPal Account email and we will send you an invoice with the details. DO NOT SEND ANY PAYMENT WITHOUT RECEIVING AN INVOICE. PayPal transactions are subject to 5% processing charge. **After April 20, 2017 we will only accept payments by Money Order or Cashier's Checks.**

Please make the check or money order with the total amount to: **El Tercer Hombre Inc.** and send it with the first page of this document to the following address: **P.O. Box 195524, San Juan, PR 00919 - 5524**

By signing below, I hereby acknowledge that I have read, understand and agree to be bound by both the General Terms and Conditions set forth on the back page of this application and the attached General Terms Rules and Regulations for Exhibitors. I further acknowledge that failure to abide by the PUERTO RICO COMIC CON Rules may result in the loss of my Exhibitor Privileges without recourse or refund. I also agree to the commitment to pay the balance before May 3, 2017. No application will be processed without a signature and the full amount of the lease. **Please keep a copy of this document for your records.**

Name Date Signature

PUERTO RICO COMIC CON
GENERAL TERMS AND CONDITIONS

RULES AND REGULATIONS

The following rules are for the event Puerto Rico Comic Con ("The Event") from Friday, May 26 to Sunday, May 28, 2017, ("Event Dates") at the Puerto Rico Convention Center. The event's exhibit hall hours are Friday from 12:00 pm to 8:00 pm, Saturday from 9:00 am to 7:00 pm and Sunday from 9:00 am to 6:00 pm with additional events during night hours. (Subject to change).

DEFINITIONS

The term "Event" means Puerto Rico Comic Con, Puerto Rico Convention Center ("Exhibit Facility"). The Event is owned, produced and managed by EL TERCER HOMBRE, INC. ("The Producer") As used hereinafter, the term "Producer" means, collectively, Puerto Rico Comic Con ("PRCC"), and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. 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 contract upon acceptance by PRCC in the manner stated below. ("**Retailer/Dealer**") is defined as all of those whose main purpose is selling products associated with the entertainment industry including retail stores or independent vendors. The previous description applies to local and international participants. For Premium Exhibitors, Small Press, Artists Alley Spaces, Arts and Crafts Dealer, Fan Clubs and Non-Profit Organizations refer to their respective Applications for details. You CANNOT combine categories within your booth request. Only one (1) Exhibitor is allowed at the Exhibit Spaces, you cannot have an unauthorized exhibitor sharing your Space without the approval of the Producer. All Exhibit Spaces that are found to be shared are subject to a charge of one (1) exhibit booth space immediately and will have a 20% extra charge.

EXHIBIT SPACE OCCUPANCY REGULATIONS

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by the Producer. If Exhibitor fails to install its display in its assigned space by two hours before show opens or leaves its space unattended during the Exhibit hours, PRCC 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. Move-in day and Set Up day will be Thursday, May 15, 2017. The Event Management will be in contact with the Exhibitor to inform the time and details of the move-in day. All exhibitors MUST comply with these specifications:

- a) It is not permitted to set up spaces or carry merchandise inside the Exhibit Hall once the doors have opened to the general attendance.
- b) Everything has to be set up before the event starts, and everything has to be taken down after the event has ended.
- c) The Exhibitor agrees to participate during all the hours of the event (Friday 12:00 pm - 8:00 pm, Saturday 9:00 am - 7:00 pm and Sunday 9:00 am - 6:00 pm).
- d) For security measures and regulations it is not permitted to disassemble during show hours.
- e) **Children under 16 years old are not allowed inside the Exhibit Hall during set up hours. No exceptions.**
- f) The Exhibitor is required to leave the space clean after the event, including disposal of empty boxes and garbage. Failure to comply with the cleaning policy may generate additional cleaning charges to the Producer which will be passed on to the Exhibitor.
- g) The Event Management team will be at the Venue two (2) hours before the doors open every day. If the Exhibitor needs additional time to set up, it has to be informed to the Management one week before the event.
- h) All Setup Personnel must be registered before entering the Exhibit Hall during Move in Day. PRCC Badges must be worn at all times. We are not responsible for lost badges.
- i) The Event Management reserves the right to review all registration forms before approval. If there is a discrepancy in the registration form, the Management will contact the Exhibitor to work on the details and the form will not be approved until it's fixed.
- j) It is totally prohibited that Exhibitors assign their display space to third parties.

ELECTRIC SERVICE

The Exhibitor has to request and pay electrical service. Booth spaces with electric service are pre-assigned to specific areas, are subject to availability and can be relocated at any moment.

STORAGE AND DELIVERY

Traveling to the PRCC? We can help. Please send us your requirements and we will send you details and options to safely store and deliver your merchandise to Puerto Rico.

SPACE ASSIGNMENT

Due to the great amount of space requests and logistics, we established a new Space Assignment Policy. Spaces are subject to availability. Booth spaces will be assigned only to exhibitors that are paid in full. Assignments will be on a "first come, first served" basis, meaning that the spaces will be assigned based on the date the contract is fully paid. The final space location will be determined by the PRCC. Exhibit space shall be assigned by The Producers in its sole discretion for the Event. Any such assignment does not imply that similar space will be assigned for future events held by the Producer. PRCC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if PRCC in its sole discretion determines that to do so is in the best interest of the Event.

EXHIBITOR BADGES

Badges are exclusively for exhibit personnel that are working in their respective spaces during the event. The PRCC will not have badges available for visitors and/or children of the personnel. This category includes two (2) ID badges per 10'x10' space. Additional ID badges can be ordered before the event. You can order up to 2 more badges (for a total of 4) for each 10'x10' booth space. Additional badges are \$25 each and should be requested before Friday, April 28, 2017. Exhibitor badges are NOT for sale. If the exhibitor re-sale an exhibitor badge it will be consider a breach of contract and the booth space is subject to cancellation immediately. **If you lost your badge you need to contact the staff. If you need extra help and have used all allowed badges, you can buy single day tickets for your employees at any TicketPop outlet or online at ticketpop.com.**

PAYMENT POLICIES

This agreement is valid only when full payment is received. All Exhibition Spaces must be paid in Full Prior to the Event Date. **Returned Checks will generate an extra charge of \$25 per check.** Registration Form Payments are not refundable. If the Exhibitor cancels his/her participation, all payments are NOT refundable. Cash Payments are accepted only at our offices during business hours until April 20, 2017. Contact us for the physical address and availability. Check Payments will also be allowed until April 20, 2017. WE WILL NOT ACCEPT THOSE FORMS OF PAYMENTS AFTER THAT DATE. PayPal payments are accepted at all times. DO NOT SEND ANY PAYMENT WITHOUT RECEIVING AN INVOICE. PayPal transactions are subject to 5% processing charge. **After April 20, 2017 we will only accept payments by Money Order or Cashier's Checks.** Exhibitors are only allowed to participate at the Event if their Exhibition Spaces are paid in full before the show's dates. No Exhibitor is allowed to pay their Exhibition Spaces during or after the show - no exceptions.

DISCOUNTS AND SPECIAL OFFERS FOR COMIC BOOK RETAILERS

The Puerto Rico Comic Con wants to encourage Comic Book Retailers to come to our event. We are giving an additional discount of 10% of the total amount of the booth space (services not included) to bona fide Comic Book business (Stores) that 75% of their product offerings at the event are comic books and/or comic book related merchandise such as paperbacks, t-shirts, posters, etc. (Toys are not Included). This discount is available for booth spaces paid in full by December 31st, 2016.

PUERTO RICO DEPARTMENT OF TREASURY REQUIREMENTS

- a) Every Exhibitor or Retail/Dealer must have the PUERTO RICO DEPARTMENT OF TREASURY MERCHANT'S CERTIFICATE or the APPLICATION FOR MERCHANT'S REGISTRATION CERTIFICATE AND EXEMPTION CERTIFICATE filled at the moment of the event. Please refer to the form AS 2914.1. *Important: The certificate category has to be for a Mobile Business or Exhibitor. If you are a registered merchant with a Physical Store with a Merchant Certificate you should have BOTH THE MERCHANT CERTIFICATE AND THE MOBILE BUSINESS CERTIFICATE. In the case of sales outside your store, you should carry the Mobile Business Certificate. If you do not have a physical store, you should present the Exhibitor Certificate. Every Exhibitor should present a copy of the Certificates or proof of the registration process (Receipt) at the day of the event. To register please visit <https://ivuregistro.hacienda.gobierno.pr/RegistroComerciantes/>. Please contact the Department of the Treasury of Puerto Rico for more information: www.hacienda.gobierno.pr or 787-721-2020.
- b) The Puerto Rico Sales Tax of 11.5% must apply to all transactions. It can be included in the final price or charged apart. Please contact the Department of the Treasury of Puerto Rico for more information: www.hacienda.gobierno.pr or 787- 721-2020.

IMPORTANT DATES:

- a) **Thursday, April 20, 2017** – Final Day to get the standard \$405 price per space. After this date, each space will have a 10% surcharge of the original price. The final price per space will be \$445.50.
- b) **Friday, April 28, 2017** – Final Day to fulfill every Application for the event. During these days, the Event Management will contact every Exhibitor to check the status of each one. If an Exhibitor cannot be contacted, the Management will have the right to cancel or remove any Application that is not fully paid. Please contact Management for more details.
- c) **Friday, April 28, 2017** – Final Day to change any information on your Application. After this day the information provided by the Exhibitor will be consider final.
- d) **Wednesday, May 3, 2017** – Final Day to fulfill any debt with the event related to your space.

ASSUMPTION OF RISK AND 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 in their area, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. The Producer is neither responsible for the success or failure of the venture which the Exhibitor is developing in the PRCC or for sales or revenues related to the exhibition. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property. The Producer does not accept responsibility, nor is a bailment created, for property delivered by or to Exhibitor. The Producer shall not be liable for, and Exhibitor hereby fully and forever releases and discharges the Producer, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had 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. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract, and releases the Producer of such unknown facts and such unknown and unsuspected claims.

INDEMNIFICATION

Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to EL TERCER HOMBRE, INC. in its sole discretion) and hold the Producer harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or 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; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, Acts of God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against The Producer without The Producer's prior written consent.

WARRANTIES/ REPRESENTATIONS

The Producer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters, including success or profit gains.

EXHIBITOR GENERAL PROVISIONS

- a) The Exhibitor assumes all responsibility associated with his/her products during event hours in case of robbery, loss or damages suffered because of visitor contact in general.
- b) Overnight and onsite security services will be available. In the case of show hours they will be responsible for the security of the event, not specific exhibit spaces.
- c) Each Exhibitor is responsible for their prices and payments of the taxes collected to the government.
- d) Earnings are one hundred percent (100%) of the Exhibitor.
- e) The PRCC Management is not responsible nor will be interfering in sales claims and/or negotiations between the Exhibitor and the general attendance. This also applies to Exhibitor and Tax Government Official claims.
- f) The Management does not guarantee quantity of sales and is not responsible for any economic loss. In the case of economic loss, the Exhibitor cannot request a refund.
- g) Sales, and/or exhibits are only permitted inside the assigned spaces. It is prohibited to sell any materials around the Puerto Rico Convention Center, The Convention District and surrounding areas. Sales can only be made at the assigned spaces inside the event.
- h) **Adult Materials are defined as any material that is explicit, of high sexual content, not suitable for children and with obscene language. If you have this kind of material, you must inform the Management by writing the details in the application form. Adult Materials cannot be near the reach of children and/or exposed to the general public. The Exhibitor has the responsibility to inform about the type of material to all people, especially children. The Exhibitor will have to ask for identification to verify the age of the buyer. If the Management receives any claim that any adult material was sold to a minor or a child, they will investigate and decide if the sale was irregular or not. If the sale was irregular, action against the Exhibitor will proceed, with possibilities like sale annulment from each part (vendor/buyer) to the immediate termination of the participating space.**
- i) Proper attire is required. Shorts, tank tops and "flip flops" (sandals) will not be permitted.
- j) Smoking is prohibited by law.
- k) The breach of any of these rules signifies the loss of rented space and the right of the Exhibitor to participate in the event. The space will have to be released immediately, even if it is during the event.
- l) 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.
- m) Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste.
- n) Any promotion during the event can be done inside your assigned space, unless is previously agreed between the Management and the Exhibitor.
- o) The use of audio and/or video is permitted but has to be monitored. The audio and visuals have to be approved and must not contain adult material. (See "h" above)
- p) Advertising - Exhibitor shall not, without the written consent of the Producer, distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Facility, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the Management. Exhibitor shall not promote or distribute advertising material of any other events or third party promotions, in any way, without the written consent of the Producer.
- q) Observance of Laws - Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations.

- r) Music/Photographs/Other Copyrighted Material - Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used incident to the exhibitor's participation in the Show, unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. Exhibitor agrees to hold harmless Show Management and the Facility, their agents and employees against any and all claims and charges due to Copyright infringement, and to defend, at its own expense, any and all such claims and charges.
- s) **The sales of Bootleg or Counterfeit products are prohibited. Counterfeit or Bootleg products are fake replicas of the real product. Counterfeit products are often produced with the intent to take advantage of the superior value of the imitated product. It includes the forgeries or imitations of clothing, accessories, bags, shoes, watches, jewelry, electronics (both parts and finished products), software, works of art, toys or movies. Selling these types of goods results in patent infringement or trademark infringement.**
- t) The Producer reserves the right of admission.

SELLING WEAPONS AND PROPS

Although the PRCC does not encourage the sale of blades, prop weapons, replicas and other related products, we established a standard procedure to deal with this type of products. **Those types of products are forbidden from the exhibitor floor.**

- a) All blades, prop weapons, replicas and related products cannot be at the reach of the general attendance.
- b) If a sale is made, the retailer needs to verify the age of the buyer. Most of those items are consider real weapons and adults should handle them.
- c) At the moment of the sale, the retailer has two options:
 - The Retailer keeps the item until the buyer leaves the Convention Center. If that is the case, the retailer needs to escort the buyer outside the Center premises to store their purchase.
 - The Retailer delivers or mails the merchandise to the buyer after the show.

SELLING OF FOOD OR ALL OTHER EDIBLE PRODUCTS.

The Puerto Rico Convention Center reserves the rights to sell all the food during the event. If the Exhibitor sells food or any variant of edible product as part of the offerings, those products need to be preapproved by the event Management and the Convention Center before the event. To be considered, the Exhibitor shall send a proposal with full descriptions of the products to sell. Once received, the event Management will submit the information to the Puerto Rico Convention Center for a final approval.

OTHER PROVISIONS AND CANCELLATION POLICY

- a) If any date, venue or rule change occurs, the Producers will announce it in no less than thirty (30) days before the event and will also do the same in advertising.
- b) If by reason of nature or beyond the Management's control the event is cancelled, the Management will reimburse the money of the event during a period of ninety (90) days after the event cancellation.

INCORPORATION OF ADDITIONAL RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by EL TERCER HOMBRE, INC. or PRCC Management in its sole discretion. PRCC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, without notice to Exhibitor.

GOVERNING LAW

This contract is governed by the laws of the Commonwealth of Puerto Rico.

Questions: Call 787-763-0339 or email: comiccon@tercerhombre.com

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