



September 14 & 15, 2019
Palmer Events Center
900 Barton Springs Road
Austin, TX 78704

Return completed form
By email to:
info@mondo-con.com

By mail to:
Mondo
109B Denson Drive
Austin, TX 78752

EXHIBITOR APPLICATION

EXHIBITOR INFORMATION

COMPANY / EXHIBITOR NAME: _____

STREET ADDRESS: _____

STREET ADDRESS LINE 2: _____

CITY/STATE/ZIP: _____

COUNTRY: _____

PHONE: _____

EMAIL: _____

CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

CONTACT NAME: _____

CONTACT EMAIL: _____

CONTACT PHONE: _____

BOOTH / TABLE OPTIONS

QTY

10' X 10' BOOTH - \$800

includes 30' of grid wall, pipe & drape, 8' table, 2 chairs, and 2 exhibitor wristbands

8' TABLE - \$400

includes 8' table, 8' of grid wall, 2 chairs, and 2 exhibitor wristbands

***ALL EXHIBITORS MUST PROVIDE A TEXAS SALES AND USE RESALE CERTIFICATE
(SEE TERMS & CONDITIONS)***

ALL BOOTHS AND TABLES COME WITH ACCESS TO EVENT-PROVIDED WI-FI.

Please e-mail this completed form to: info@mondo-con.com
by midnight CST on **Friday, March 15, 2019**

Please include:

- A few sentences about you or your company (can be informal)
- Some examples of your work or merchandise/product
- A PNG of your logo or signature
- Any presentations, installations, or activations you would like to bring to MondoCon 2019.

Exhibitors will be notified by the end of March 2019
to confirm their booth/table and to arrange payment.

Please reach out to us at info@mondo-con.com if you have any questions!

MONDOCON CONTACT INFORMATION

DAVID RANCATORE, Gallery & Events Director
PHONE: 781.799.0029

MONDO ADDRESS:
109B DENSON DRIVE
AUSTIN, TX 78752

MondoCon Venue
Palmer Events Center
900 Barton Springs Road
Austin, TX 78704

MondoCon Dates
September 14 & 15, 2019

Floor Hours
Saturday - 10:00 AM to 6:00 PM
Sunday - 10:00 AM to 6:00 PM

Exhibitors will have access to the show floor
one hour before and one after official Floor Hours

Authorized Signature

I hereby acknowledge that I have read, understand and agree to the MondoCon Terms & Conditions (see below), Code of Conduct and application portions of this contract. I further acknowledge that failure to abide by MondoCon Terms & Conditions may result in the loss of my exhibitor privileges without recourse or refund. I affirm I have the authority to accept and agree to all terms and requirements on behalf of the exhibiting company or individuals above.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

TERMS & CONDITIONS

- 1. Defined Terms.** The Term "Event" means MondoCon scheduled to be held September 14 & 15, 2019 at the Palmer Events Center, Austin, Texas ("Venue"). The Event is owned, produced, and managed by Mondo Tees LLC ("Mondo"). As used hereafter, the term "Organizer" means collectively, Mondo, and each of its/their respective officers, directors, agents, affiliates, representatives, employees, and assigns, unless the context requires otherwise. The term "Exhibitor" means collectively (i) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this Agreement upon acceptance by Mondo and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.
- 2. License Agreement.** The "License Agreement" includes: these Terms & Conditions, the Code of Conduct, and the rules and regulations of the Venue. Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. Organizer may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. Exhibitor's unreasonable interference with or inconvenience to the Exhibition, exhibitors or attendees shall be deemed a breach of the Agreement.
- 3. Compliance with Laws.** Exhibitor shall comply with all U.S. Federal, State, and local laws and shall obtain all required permissions under such laws and from the Venue, including the Americans with Disabilities Act of 1990, as amended.
- 4. 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, 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 (including without limitation any subrogation claims by its Insurer). Neither Organizer nor the Venue accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor Venue shall be liable for, and Exhibitor hereby fully and forever release and discharge the 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.
- 5. Damage to Property.** Exhibitor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property and shall promptly pay for any and all damages to the facility or associated facilities, booth equipment or the property of others caused by Exhibitor.
- 6. Safety and Fire Laws; Electrical Safety; No Smoking.** Exhibitor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Event takes place.
- 7. Intellectual Property.** Organizer expects Exhibitor to respect the intellectual property rights of other parties. Organizer does not accept liability for intellectual property infringements that may be committed by Exhibitor and Exhibitor agrees to defend, indemnify and hold harmless Organizer.
- 8. 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 for all taxes, especially sales 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 Venue. Exhibitor agrees to hold Organizer free and harmless as a result of any information, advice or counsel given Exhibitor on this matter.
- 9. Publicity & Promotion; Permissions.** Exhibitor gives Organizer the permission to use Exhibitor's name, logo and the likeness of any person exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Event.
- 10. Indemnification.** Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to Organizer in its sole discretion) and hold Organizer and the Venue 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 Agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement; (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 except to the extent caused by the negligence of other parties; and (g) loss or damage to property or the business or profits of Exhibitor, whether caused by act of God, theft, mysterious disappearance or otherwise except to the extent caused by the negligence of organizer. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.
- 11. Insurance.** Exhibitor shall maintain at its sole cost and expense and throughout the duration Commercial General Liability (the "CGL") insurance coverage with a minimum combined single-limit of US\$1,000,000, covering bodily injury (including death), personal injury, and property damage liability. Such CGL insurance shall name as additional insureds Organizer and their affiliates, the Venue owner, the city in which the Venue is being held if the city owns the Venue. This requirement may be waived at the sole discretion of Mondo.
- 12. Entire Agreement.** This Agreement contains the entire agreement between Organizer and Exhibitor. Exhibitor acknowledges that in entering into the Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement.
- 13. Governing Law; Forum Selection Clause.** This Agreement is deemed to be entered into in the State of Texas and governed by the laws of the State of Texas, without regard to its conflicts of laws principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of Texas for the resolution of any and all disputes and claims arising in connection with the Agreement. Organizer, however, shall not be obligated to enforce its rights in the State of Texas, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Texas.

CODE OF CONDUCT

This is a safe, respectful, inclusive, and fun environment for everyone to enjoy movies, music, art and events. We do not tolerate harassment of any kind, including but not limited to:

- Intimidation or threats
- Inappropriate disruption of an event
- Hurtful language
- Physical assault of any type
- Inappropriate physical contact
- Unwanted sexual attention
- Unwanted photography or video recording
- Bullying or stalking

In relation to, but not limited to:

- Race or ethnicity
- National origin
- Gender identity or presentation
- Sexual orientation
- Age
- Ability or medical condition
- Appearance
- Religion
- Citizenship status

This Code of Conduct applies to everyone attending the event and participants in our social media channels. Guests, staff, volunteers, vendors, and press will be held to the same standards. We reserve the right to remove or ban any person who does not adhere to the Code of Conduct. Please drink responsibly as intoxication can contribute to bad behavior, but NEVER excuses it.

WHAT TO DO

If you are asked to stop any harassing behavior, please STOP immediately. Seriously.

If you experience or witness any form of harassment, please contact the nearest staff member. A manager will address the situation. To file a formal complaint, email conduct@draffhouse.com. All complaints will be investigated - please provide detailed information and your contact information. If you feel unsafe in your immediate situation, alert our staff, move to a safe location and dial 911.