OzCon International 2025 Vendors Application Form Hotel Burbank, Burbank, CA

This year OzCon will run for three action-packed days on Friday June 20th to Sunday June 22nd. Throughout the weekend there will be scheduled activities within the Dealers Room to attract customers to your table(s).

Please note: In addition to the table fees given below, each vendor ticket includes one person access to all OzCon Convention Programming access. If convention access is required for additional vendor parties these would need to purchased at the discounted vendor rate.

VENDOR HOURS (Subject to Change)

Friday 2 PM to 5:30 PM Saturday 9 AM to 5:30 PM Sunday 9 AM to 12 PM

Set up time will be available before opening from 12 PM to 2 PM on Friday June 20th. If you need more time, contact Cindy (<u>ozcondealers@gmail.com</u>) about possible earlier access on Friday. Tear down is Sunday Afternoon 12 PM - 2 PM.

Standard Vendor Table Plus One 3 Day Convention access......\$160 x ____ Table measures 8 ft by 1.5 ft and includes tablecloth and two chairs. Includes access to all OzCon daytime and evening programming, plus goodie bag, for one person. Please note that dinner, if desired, must be purchased separately at <u>https://www.brownpapertickets.com/event/6494544</u>.

Additional Tables (Maximum 2 additional tables total)\$60 x ____= ___ Table measures 8 ft by 1.5 ft and includes tablecloth and two chairs. (Additional access to OzCon programming not included)

Additional Vendor 3 Day Convention pass\$160 x ____=

Total =

In the space below, please provide names of all adults that you are registering. Names should be presented as you would like them to appear on the OzCon name badges. **Please also sign and fill out last page of this application.**

NAMES _____

Please scan or photograph the first and last page of this application and email to: Dealers Room Manager Cindy Ragni: ozcondealers@gmail.com Upon acceptance, all payment should be sent via PayPal (please include all details in "What Payment Is For" field) to: chair@ozcon-international.com Or mail checks to:

Registrar OzCon - Paul Dana, OzCon Registrar, 259 Central Avenue, San Francisco, CA 94117. PLEASE NOTE: Additional memberships and any OzCon meals may be purchased online at our website (www.ozconinternational.com) via Brown Paper Tickets

Please submit your application by 1 June 2025. Do not send payment until you receive confirmation of your acceptance

GENERAL TERMS AND CONDITIONS FOR EXHIBITORS AT OZCON INTERNATIONAL 2025.

Acceptance, Payment, and Table Reservation

By signing and submitting the OZCON INTERNATIONAL Exhibitor Application form, Exhibitor agrees to abide by all terms and conditions stated herein should Exhibitor's application to exhibit at OZCON INTERNATIONAL be accepted by OZCON INTERNATIONAL. Once accepted, requested table(s) and membership(s) will be reserved for Exhibitor for a period of up to two weeks or start of OZCON INTERNATIONAL Dates, whichever comes sooner, pending receipt of payment in full. Should payment from Exhibitor not be received within the stated period, requested table(s) and membership(s) will no longer be reserved.

Qualifications of Exhibitor

OZCON INTERNATIONAL, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in OZCON INTERNATIONAL. OZCON INTERNATIONAL reserves the right to restrict or remove any exhibit—including but not limited to items displayed or for sale—which OZCON INTERNATIONAL, in its sole discretion, believes to be objectionable.

Assumption of Risks, Releases, and Limitation of Liability

Exhibitor assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation, travel to and from, or presence at OZCON INTERNATIONAL. Exhibitor should in particular be aware that it assumes sole responsibility for its property, including any theft, damage or other loss to such property. OZCON INTERNATIONAL shall under no circumstances be liable for any loss or damage experienced by Exhibitor. OZCON INTERNATIONAL makes no representations or warranties, express or implied, regarding the number of persons who will attend OZCON INTERNATIONAL guests that will appear, or regarding any other matters.

Assignment and Occupancy of Space

Exhibit space at OZCON INTERNATIONAL shall be assigned by OZCON INTERNATIONAL in its sole discretion. OZCON INTERNATIONAL reserves the right to change the floor plan or to move an Exhibitor to another location prior to or during Con. OZCON INTERNATIONAL shall, at its sole discretion, specify dates and times for installing, occupying, and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by one hour before the Exhibitor area opens or leaves its space unattended during the Exhibit hours, OZCON INTERNATIONAL shall have the right to take possession of the space and any refund of amounts paid by Exhibitor to OZCON INTERNATIONAL pursuant to this agreement will be at the sole discretion of OZCON INTERNATIONAL. All exhibits must be open for business during all Exhibit hours unless permission is explicitly granted by OZCON INTERNATIONAL. Exhibitors may not allow any other persons or legal entities to use their assigned display space in whole or in part without prior approval by OZCON INTERNATIONAL. Exhibitor shall limit its activities at OZCON INTERNATIONAL to its assigned exhibition area unless it receives explicit permission to do otherwise from an authorized OZCON INTERNATIONAL representative.

5. Use of Sound

The use or production of sound by Exhibitor must be such as will not interfere with the activities of other Exhibitors or be disturbing to attendees. The determination and evaluation of such matters is at the sole discretion of OZCON INTERNATIONAL.

6. Displaying, playing, or selling materials that may be deemed obscene or otherwise offensive

OZCON INTERNATIONAL, at its sole discretion, shall have the right to restrict the display, playing, or sale of any materials of any nature or media that may be deemed obscene or otherwise offensive. In particular, this applies to, but is not limited to, what are commonly known as "adult" materials. No "adult" materials

may be displayed or sold without prior permission of OZCON INTERNATIONAL. If such materials are allowed to be displayed or sold, Exhibitor nonetheless must take reasonable steps, as determined at the sole discretion of OZCON INTERNATIONAL, to ensure that minors are not allowed to view or purchase "adult" materials.

Listings and Recordings

By entering into this contract, Exhibitor expressly grants to OZCON INTERNATIONAL a fully paid, perpetual nonexclusive license to list Exhibitor as a OZCON INTERNATIONAL participant. However, OZCON INTERNATIONAL shall not be liable for any errors in such listing and makes no warranty that any such listing will occur. Exhibitor agrees that OZCON INTERNATIONAL may also record images and sound, using any technology, of Exhibitor's exhibit space, exhibit, and personnel at OZCON INTERNATIONAL and use such recordings for any OZCON INTERNATIONAL promotional or informational purpose.

Cancellation by Exhibitor

Exhibitors that cancel their participation in OZCON INTERNATIONAL for any reason up to 60 days prior to the opening day of OZCON INTERNATIONAL will be refunded any amounts paid to OZCON INTERNATIONAL pursuant to this

agreement less a \$20.00 cancellation fee. Exhibitors that cancel their participation in OZCON INTERNATIONAL less than 60 days prior to the opening day of OZCON INTERNATIONAL may request a refund, but any such refund and the amount of any such refund will be at the sole discretion of OZCON INTERNATIONAL.

Cancellation by OZCON INTERNATIONAL

If Exhibitor fails to abide in whole or part by the terms of this agreement, OZCON INTERNATIONAL may, at its sole discretion, cancel Exhibitor's participation in OZCON INTERNATIONAL. If cancellation of Exhibitor's participation in OZCON INTERNATIONAL occurs 60 days or more before beginning of OZCON INTERNATIONAL dates, any amounts paid by Exhibitor to OZCON INTERNATIONAL pursuant to this agreement will be refunded less a \$20.00 cancellation fee. If cancellation of Exhibitor's participation in OZCON INTERNATIONAL Dates, Exhibitor may request a refund but any such refund and the amount of any such refund will be at the sole discretion of OZCON INTERNATIONAL. Further, OZCON INTERNATIONAL may at any time cancel OZCON INTERNATIONAL at OZCON INTERNATIONAL. Sole discretion. In the event of such cancellation, all amounts paid by Exhibitor to OZCON INTERNATIONAL will be refunded, such amounts constituting OZCON INTERNATIONAL entire liability to Exhibitor should OZCON INTERNATIONAL cancel OZCON INTERNATIONAL.

Compliance with federal, state, and local laws, regulations, and requirements

Exhibitor shall comply with all federal, state, and local laws, regulations, and requirements applicable to its participation at OZCON INTERNATIONAL. Said compliance and costs of compliance are the sole responsibility of Exhibitor. Said compliance includes but is not limited to the obtaining of licenses, permits, and approvals and the payment of taxes, fees, charges, levies, fines, or penalties.

Seller's Permit and BOE-410-D Certification

By signing this application, you agree to comply with California State Sales Tax laws (see Terms and Conditions 10 and 11, below). All dealers must either hold a regular California Seller's Permit or apply for a temporary Seller's Permit ("BT-410-D Swap Meets, Flea Markets, Or Special Events Certification"). The temporary permit can be found online here: https://www.cdtfa.ca.gov/formspubs/cdtfa410d.pdf . Or, if you are routinely selling goods in California, you can learn how to obtain a regular Seller's Permit here: https://www.cdtfa.ca.gov/formspubs/cdtfa410d.pdf . Or, if you are routinely selling goods in California, you can learn how to obtain a regular Seller's Permit here: https://www.cdtfa.ca.gov/taxes-and-fees/faqseller.htm . Exhibitor must comply with state law regarding the collection of appropriate sales The sales tax rate for Pomona, California in 2024 is 10.25%. Please bring either your regular or temporary seller's permit to the convention and have it on hand in the dealer's room in case there is an inspection.

Any fines or penalties resulting from failure to have a complete and valid BOE-410-D form and Seller's Permit are the full responsibility of Exhibitor and any such fines or penalties assessed against OZCON INTERNATIONAL for this reason will be passed on to Exhibitor who agrees to accept responsibility for them.

Incorporation of Rules and Regulations

Any and all matters pertaining to OZCON INTERNATIONAL, whether or not covered in the terms and conditions of this contract, are subject to determination by OZCON INTERNATIONAL at its sole discretion. OZCON INTERNATIONAL may adopt rules or regulations at any time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Guide or any other OZCON INTERNATIONAL document relating to OZCON INTERNATIONAL) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. This contract (including any additional rules or regulations adopted by OZCON INTERNATIONAL at any time) states the entire agreement of the parties with respect to the subject matter hereof.

Governing Law and Costs of Enforcement

This contract is governed by the laws of the State of California as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of California shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with, or related to this contract or the breach of any provision of this contract. In the event legal action is filed by OZCON INTERNATIONAL to enforce the terms and provisions of this contract, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

You hereby agree that all information containing terms and conditions provided to you by OZCON INTERNATIONAL shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.

By signing this application, you agree to comply with California State Sales Tax laws (see Terms and Conditions 10 and 11, above). All dealers must either hold a regular California Seller's Permit or apply for a temporary Seller's Permit ("BT-410-D Swap Meets, Flea Markets, Or Special Events Certification"). See **Seller's Permit and BOE-410-D**

Certification section above. Please bring either your regular or temporary seller's permit to the convention and have it on hand in the dealer's room in case there is an inspection.

Exhibitor Company Name:			
Print Name: Signature:			
Contact Name: Mailing Address: City:			
Phone: Website:	Email:		
Please describe what you will be se	elling/exhibitir	ng:	