



## Tattoo Festival Information MAY 22-24, 2020

*Wyndham Orlando Resort  
8001 International Drive, Orlando, FL 32819*

### **Tattoo Festival Room Hours:**

**Friday, May 22 - 1pm – 11pm**

**Saturday, May 23 - 11am – 11pm**

**Sunday, May 24 - 11am – 5pm**

**\*Doors will open one (1) hour earlier each day for VIPS**

### **Exhibitor Set Up:**

**Thursday May 21 4pm-11pm**

**Friday, May 22 8am – 12pm**

#### Artist Spaces/Tables

1. All Artist spaces/tables must be staffed by the Artist at all times. ONLY the Artists approved for the show are to be tattooing at the booths. Spooky Empire, Inc. shall not be held responsible for loss or damage to Artist property.
2. All Artist spaces/tables must remain intact throughout the operating hours of the show and may not be dismantled prior to the closing of the show.
3. Exact booth and table assignments will be set by Spooky Empire, Inc. You may request a preferred location but it cannot be guaranteed.
4. Spaces/tables may not intrude in the aisles, in front of, or to the side of the tables. Walkway space needs to be maintained in accordance with applicable Fire and Safety Codes. Any space that is open when you come to set up, must be left an open space, do not attempt to fill in any open space, aisles, etc.

#### Electricity

5. Electricity will be provided to Artists included in the full booth price; however, Artists must bring any extension cords, or other items, which they require to utilize electric.
6. Artists are not permitted to plug into wall outlets.

#### Special Requirements

7. If any Artist requires special arrangements, including but not limited to large display racks, easels, stand ups, etc. they must be cleared by Spooky Empire, Inc. at the time the space/table is booked.

#### Entrances/Exits

8. At no time shall an exit door be locked, tied open, or obstructed in any way. This includes placement of drape, signage, or other convention-related materials that may impede the path of egress from an exit door.

#### Damage to Event Facility

9. Vendors/exhibitors may not use anything that will damage the Event Facility walls to mount or hang displays. The vendors/exhibitors will be held responsible for any damage they cause to the wall or their area.

Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, painted surfaces, or columns in the Tampa Convention Center.

The Wyndham prohibits the use of normal tape on their walls and floors. No tape may be used on painted or portable walls.

#### Sales Tax

10. Vendors/exhibitors are responsible for charging the correct Florida State sales tax and reporting sales to the State of Florida. Spooky Empire, Inc. will not be held responsible for vendors' failure to collect, report, and submit sales tax charges. More information regarding rates and requirements are as well as sales tax applications are available on the state's website [www.myflorida.com/dor](http://www.myflorida.com/dor)

#### Cleaning/Disposal

11. Artists are responsible for their own waste removal. You must dispose of all garbage, boxes, etc. at your space/table at the end of operating hours. If any waste is left at your space/table after close of operating hours, you will be assessed a clean-up fee of not less than \$25.00 per Exhibit Space for spaces not left clean at the close of the Event

#### Badges/Wristbands

12. Artist badges must be worn at all times by all individuals working at the space/table. Badges may not be sold, loaned, or otherwise transferred to individuals who are not working for you. Badges are for artists and assistants **ONLY**. They are **NOT** to be used for your clients. All tattoo clients must have paid admission to Spooky Empire (ie: one day or weekend pass).

#### Aisles and Common Areas

13. Use of Aisles and Common Areas for distribution of samples and printed matter of any kind, and any promotional material is restricted to the exhibit booth.

14. All exhibits shall display products or services in a tasteful manner as determined in Organizer's sole discretion.

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

16. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Artist only from within his or her booth.

17. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations.

18. Strolling entertainment or moving advertisements outside of an Artist's exhibit space is prohibited.

19. The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Artists are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Organizer reserves the right to determine sound interference with others and Artist shall comply with any request by Organizer to discontinue any such sound or music.

#### Firearms

20. Firearms are not permitted anywhere on the premise, except by authorized law enforcement.

### Food & Beverages

21. Artists may not sell, offer, serve, or provide free food or beverage in the exhibit space as per Event Facility policy, without prior written approval by Organizer and Event Center. This includes but is not limited to alcoholic beverages, boxed ready to eat items, "Japanese Snacks," water, candy, edible crafts, and "Collectable" food items.

22. Artists shall not consume alcoholic beverages during or before the Exhibit hall is open to consumers, nor consume alcoholic beverages in Artist Booth space at any time.

23. Please refer to signage throughout the event facility for areas in which alcoholic beverages may be consumed.

### Piercing

24. Piercing will not be allowed in the Exhibit Hall at any time.

### Spore Testing Results

25. Artists must have current Spore Testing Results, as well as, an annual permit for your studio.

### Removal of Persons

26. Organizer has sole control and discretion over attendance policies, and has the right to remove, eject (including by force), restrict or limit accessibility to any person attending including Artists.

### Health Codes

27. Although we do not foresee it, current health codes could change regarding what is required to tattoo in the state of Florida. If this were to occur, we would immediately contact everyone, informing them of the changes and any new requirements. It is your responsibility to know how to conduct yourselves as professional tattoo artists, and perform in a safe, sterile manner.

### **FLORIDA REQUIREMENTS AS OF 2013:**

1. If you are NOT licensed in the State of Florida, The attached State of Florida Guest Artist Registration MUST be completed along with your application. (Florida License fee of \$35, or \$60 to be licensed for one year, NOT included in your booth cost)
2. All artists must either be licensed or registered with the Florida Department of Health. If you have a Florida License please send a copy with your application.
3. Florida Department of Health approved blood borne pathogens training is required for anyone not licensed within the state of Florida. The online training course can be found here <http://blxtraining.com/tattoopiercing-bbp/> There is a fee to take the course, but it is a one-time test. (This fee is not included in your booth cost)

## **General Terms and Conditions**

### 1. Definitions

The term "Event" means the Spooky Empire Event, currently scheduled to be held on **May 22-24, 2020** ("Event Dates") in Orlando, Florida at the **Wyndham Orlando Resort** ("Exhibit Facility"). The Event is owned, produced, and managed by Spooky Empire, Inc.. The term "Organizer" shall mean Spooky Empire, Inc. and each of its respective owners, officers, directors, shareholders, partners, affiliates, employees, agents, representatives, attorneys, and assigns. The term "Artist" shall mean collectively: (I) The company, any other business entity, or person that applied for exhibit space rental as a Tattoo Artist, as indicated above, and agreed to enter

into this contract upon acceptance by Organizer in the manner stated below; and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

## 2. Contract Acceptance

Submission of this application is a mere offer by Artist, to Organizer, for the purchase of Exhibit Space at the Event. This application shall become a binding contract only when signed by Artist and counter-signed by Organizer.

## 3. Assumption of Risks & Releases

Artist expressly assumes all risks arising in connection with Artist's participation or presence at the Event, including without limitation, all risks of theft, loss, harm, damage or injury to person (including death), property, business, or profits, including but not limited to those caused by negligence, intentional acts, accidents, acts of God, weather events, including but not limited, to tropical storms, hurricanes, fire, flooding, or government intervention. Artist is solely responsible for its property and any theft, damage, or other loss to such property, whether or not property is stored in any courtesy storage area or after show hours of operation storage. This clause shall include without limitation any subrogation claims by its insurer.

Artist hereby fully and forever releases and discharges the Organizer and Event Facility, their respective owners, officers, directors, shareholders, partners, affiliates, employees, agents, representatives, attorneys, predecessors, assignees, and successors of each of them, from all claims 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 Artist's participation and/or presence in the Event.

## 4. Indemnification

Artist shall on a current basis, indemnify, defend (with legal counsel satisfactory to Organizer in Organizer's sole discretion) and hold harmless Organizer and Event Facility from any and all claims, which result from, or arise out of, or in connection with Artists' participation, or presence, at the Event.

## 5. Warranties

Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

Artist hereby recognizes that cancellations in appearance, or attendance, of guests, celebrities, talent, companies, groups, organizations, or associations is a common occurrence. Thus, Organizer makes no representations or warranties, express or implied, regardless of announcement or promotion, of the attendance, or appearance of any guest, celebrity, talent, company, individual or group to attend, or appear, at the Event.

## 6. Qualifications of Artist.

Organizer, in its sole discretion, shall have the right to determine whether a prospective Artist is eligible to participate in the Event. Artist's may be required to submit additional descriptions of the nature of their business, including a full list and description of items intended to be exhibited, and product samples if requested. Such samples shall be returned upon request, if Artist includes prepaid return shipping costs with submission. Organizer reserves the right to restrict, or remove, any exhibit that Organizer, in its sole discretion, believes to be objectionable or inappropriate in any manner what-so-ever.

## 7. Assignment of Artist Space by Organizer

Organizer shall assign Artist Space for the Event, including Artist's location(s) in its sole discretion. No warranty, guarantee, or promise of specific location, or neighboring Artist(s) is express or implied. Organizer reserves the right to change the floor plan or to move an Artist to another booth location prior to or during the Event if Organizer in its sole discretion determines that to do so is in the best interest of the Event.

## 8. Cancellation by Artist

a. Partial Cancellation: Partial cancellation of booth space by Artist is not permitted, without prior written consent of Organizer, which consent shall be in Organizer's absolute discretion.

b. Full Cancellation: (i) If Artist cancels exhibit space 90 days or more prior to the opening day of the Event, Artist shall be refunded total due, less a \$100.00 cancellation fee; (ii) if Artist cancels exhibit space less than 90 days but more than 60 days prior to the opening day of the Event, Artist shall pay a cancellation fee of 50% of total due. (iii) Artist agrees that no refund for cancellation made less than 60 days prior to the opening day of the Event shall be made, and that Artist payment shall be required.

#### 9. Cancellation by Organizer

- a. If Artist fails to make a payment required by this Agreement in a timely manner, Organizer may terminate this Agreement, and Artist's participation in the Event, immediately, without further notice, and without obligation to refund any monies previously paid.
- b. Organizer is expressly authorized, but has no obligation expressed, or implied, to occupy or dispose of Artist space vacated, or made available by reason of action taken under this paragraph, in such a manner, as Organizer may deem best, without releasing Artist from any liability hereunder.
- c. Organizer may terminate Artist's right to exhibit at the Event if Artist breaches any of its obligations under this Agreement, without any further obligation on the part of Organizer to refund any payments previously made and without releasing Artist from any liability arising as a result of, or in connection with, said breach.
- d. In the event Organizer moves, relocates, removes or restricts an exhibit which Organizer considers to be objectionable or inappropriate, no refund shall be due to Artist.

#### 10. Cancellation of the Event

##### a. Cancellations in Which Artist Share of Event Losses.

If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer, then Organizer shall refund to each Artist its Space rental payment previously paid, minus each Artist's pro-rata share of all Event Costs and Expenses incurred, in full satisfaction of Organizer's liabilities to Artist.

- i. Pro-rata share shall be determined by the total number of booth spaces sold at the time of the event cancellation.
  - ii. Under this section, in the event of cancellation beyond the reasonable control of Organizer, and the Event Costs and Expenses incurred exceed the value of the total number of booth spaces sold, No Artist shall be liable for a loss in excess of their respective total number of booth spaces purchased.
- b. Right to Re-Organize Without Penalty. Organizer reserves the right to re-name, re-locate, change the hours of the Event, or change the dates on which Event is held, or any combination of changes. If Organizer changes the name of the Event, relocates the Event to another event facility within forty (40) Miles of the original location, or changes the hours of the event, or changes the date(s) 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 was originally scheduled to be held, or any combination of changes thereof, no refund shall be due to any Artist.
  - c. Right to Cancel Event. If Organizer elects to cancel the Event for reasons, which would not be covered by any reason other than previously described in this paragraph, Organizer shall refund to each Artist his entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Artist.

#### 11. Directory Listing, Marketing, and Promotional Materials

- a. Artist expressly grants to Organizer a fully paid, perpetual non-exclusive license to use, display, and reproduce the name, trade names, product names, and logos of Artist and images of Artist products in a Directory Listings, and promotional announcements, in any media including both those media existing, and those not yet invented, for the sole purpose of promoting a past or future Event.
- b. Artist expressly agrees that during the installation, open to consumer hours, and dismantling hours of the event, Organizer may photograph Artist's space, exhibit, products, and all personnel, and use such photographs for any Organizer promotional purpose in any media including both those media existing, and those not yet invented, for the sole purpose of promoting a past or future Event.

#### 12. Care of Exhibit Facility

- a. Artist shall promptly pay for all damage to the Exhibit Facility or associated facilities, booth equipment, or the property of others, when caused by Artist, whether intentional, accidental, by negligence or other.
- b. Artist may not leave trash in the exhibit space after the event, and agrees to leave the Exhibit space clean.
- c. Artist agrees to pay a fine based on the cost of cleaning to the Organizer, not less than \$25.00 per Exhibit Space for spaces not left clean at the close of the Event.

#### 13. Taxes and Licenses

Artist shall obtain all licenses, permits and approvals under federal, state and local law applicable to its activities at the Event at its sole expense. Artist shall be responsible for all taxes, license fees, use fees, and other fees, charges, levies and penalties that become due to any governmental authority in connection with its activities at the Event.

#### 14. Copyrighted & Trademark Materials; Necessary Permissions

Artist 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. Under no circumstances shall Artist display or sell bootleg, pirated, or counterfeit merchandise. Possession or sale of these materials is against Organizer rules, and subjects the Artist and/or goods to removal from the Event Facility. To the extent removal of the Artist and/or goods occurs, the Artist will not be entitled to any refund relating to the rental of the exhibit space, or compensation for goods confiscated by law enforcement.

#### 15. Adult Material, Nudity, & Obscene Material

Artist must give express notice prior to the signing of this Agreement as to whether he/she/it intends to offer adult, nudity, or obscene material, by initialing one of the below. Artist agrees that no adult material will be visible to, sold to, or handled by any persons under the age of 18. All adult, nudity, or obscene material must be either behind the table(s), or if displayed on a table or display rack, bagged and covered so that minors may not open it.

\_\_\_\_\_ I Will NOT offer or exhibit adult material, nudity, or obscene material.

\_\_\_\_\_ I WILL offer or exhibit adult material, nudity, or obscene material. I have read and understand the Florida civil and criminal Statutes and all federal, state, and local ordinances regarding display, transport, and sale of such materials, and I am solely responsible for compliance with the laws and regulations thereunder.

#### 16. Observance of Laws

Artist shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility.

#### 17. Good Faith Promotion & Communications Regarding of the Event

Beginning with acceptance of this Agreement by Organizer, Artist shall conduct itself at all times in accordance with normal standards of decorum and good taste in regard to Artist's association, and appearance at the Event. In any communications to press, consumers, trade partners, retailers, or vendors, (including communications by social media) Artist agrees to utilize his/her/its best efforts to positively promote the Event, and not besmirch, damage, limit, slander, libel, or otherwise act in a manner that could weigh on the event in a negative fashion.

Organizer has the right to close an Exhibit, including removing an exhibitor, if in Organizer's sole discretion, Artist acts in a manner which may have the effect of damaging Organizer's brand, lowering attendance, or otherwise might create a "Chilling Effect" of the attendance, success, profit, or consumer satisfaction, sales, or any combination thereof. This clause is meant to include, but not be limited to, social media communications transmitted leading up to, or during, the event.

#### 18. No Assignment; Subleasing

Artist may not assign this Agreement or any right hereunder nor may Artist sublet any portion of its exhibit space without the prior written consent of Organizer, which consent shall be in Organizer's sole discretion.

#### 19. Additional Terms and Conditions

Organizer will be providing to you from time to time additional materials that will specify additional terms and conditions for Artist participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "Rules and Regulations") are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein.

#### 20. Spooky Empire Trademark Usage

The Spooky Empire name and logo are registered trademarks of Spooky Empire, Inc.

#### 21. Entire Agreement

This Agreement contains and represents the entire agreement of Organizer and Artist and supersedes all prior agreements, representations, understandings, oral or written, express or implied with respect to the subject matter hereof. This Agreement may not be modified or amended in any way unless in writing signed by both Organizer and Artist.

#### 22. Severability

In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall be enforceable to fullest extent of the law.

23. Governing Law

This Agreement is governed by the laws of the State of Florida. Exhibitor agrees that the courts located in the State of Florida shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with, or related to this agreement or the breach of any provision of this agreement.

24. Prevailing Party Entitled to Attorneys' Fees and Costs

In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

*The agreement to terms and conditions provided during the online application process is also binding to the rules in this document, and all exhibitors were provided with this document prior to purchase of space, and made aware they were agreeing to these terms with the purchase of their booth or table.*