

Vinyl Toy Network Presents The Urban Underground Project 2007 Vendor's Agreement

The Vinyl Toy Network is a special collaboration between vinyl and urban toy/art vendors, manufacturers and artists. The show will provide an excellent environment for collectors to come out and physically see and buy the latest and greatest items in our industry. The show will also feature previews of upcoming items, exclusive items for the show and special signing events by artists. We hope that you can make it and thank you for your interest.

Company Name : _____
Contact Name : _____
Company Address : _____ Suite: _____
City : _____ State : _____ Zip : _____
Phone: () - _____ - _____
Mobile: () - _____ - _____
Email: _____

Each Space is \$500. There is a Limit of 2 spaces for each company.
Spaces are 10ft. by 6ft. booths and will include 1 six foot table and 2 chairs. Vendors are allowed to bring anything into their space(s) as long as it stays inside the boundaries of their space(s)

I would like 1 Space (\$350) or 2 Spaces (~~\$700~~ \$600)

Please send check to : 3DRetro
5900 Wilshire Blvd. #2700
Los Angeles, CA 90036

Make checks payable to "3DRetro".

Or

Circle One:

Visa/MasterCard/AMEX/Discover

Card Number: _____ Expir: _____/_____

Please fax into (323) 931-2231 or call in card to 888-808-4872 and ask for Ben

Payments must be received by June 30th 2007.

All paid vendors will be listed and mentioned on all marketing material, flyers, postcards and online postings as well as on www.vinyltonetwork.com. Please send your logo to ben@3dretro.com.

Vendors are not allowed to sell food or beverages at event.

Next Show: **2 Days!** Friday July 27th and Saturday July 28th

Location: Undisclosed ... 2 miles from the Convention Center. **Over 5000 sq.ft. facility.**

A licensed VTN Shuttle will be picking people up from the Marriot Hotel located next to the convention center every 20-30 minutes. People will be able to ride the shuttle between the event and SDCC for no charge.

Admission to people is still FREE.

We are encouraging vendors to take advantage of the amount of people which will be attending this event to present exclusives, previews and promote artists signings.

Doors Open to Public: Friday and Saturday 2:00pm – 8:00pm PST

Signature

Date

Please fax to: 323-931-2231 . Attn: Ben

GENERAL TERMS AND CONDITIONS

1. Defined Terms

The term "Event" means VTN Urban-Con, currently scheduled to be held on July 27th and 28th, 2007 ("Event Dates"). The Event is owned, produced and managed by Vinyl Toy Network ("VTN"). As used hereinafter, the term "Organizer" means, collectively, VTN, 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 contract upon acceptance by VTN 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

This contract shall become binding and effective only when it has been signed on page 1 by the Exhibitor.

3. 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 (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, 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, crossclaims, 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 the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Exhibitor has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Exhibitor knowingly and voluntarily waives the provision of Section 1542, as well as any other statute, law or rule of similar effect.

4. Indemnification

Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to VTN in its sole discretion) and hold Organizer and the Exhibit Facility 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, act of God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

5. Limitation of Liability

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizers maximum liability under any circumstance exceed the amount actually paid to VTN by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

6. Qualifications of Exhibitor

VTN, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. VTN reserves the right to restrict or remove any exhibit which VTN, in its sole discretion, believes is objectionable or inappropriate. Only Exhibitors with products and/or services relating to urban art, urban clothing, vinyl toys, or other related popular culture items are eligible to exhibit. No adult materials (as defined pursuant to Pasadena's municipal code) may be displayed or sold without prior written permission of VTN.

7. Assignment of Space

Exhibit space shall be assigned by VTN in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. VTN reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if VTN in its sole discretion determines that to do so is in the best interest of the Event.

8. Cancellation by Exhibitor

Cancellation: Generally, partial cancellation of booth space is not permitted; any partial cancellation must have the prior written consent of VTN, which consent shall be in VTN's absolute discretion. 15 days required prior to the opening day of the Event, Exhibitor will pay a cancellation fee of 50% of monies paid.

9. Cancellation by VTN

If Exhibitor fails to make a payment required by this contract in a timely manner, VTN may terminate this contract immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. VTN reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to VTN. VTN is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. VTN may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, expressed or implied, on VTN's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If VTN removes or restricts an exhibit which VTN considers to be objectionable or inappropriate, no refund will be due Exhibitor.

10. Cancellation of the Event

If VTN cancels the Event due to circumstances beyond the reasonable control of VTN (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) VTN shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor. VTN reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If VTN changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates 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 originally was scheduled to be held, no refund will be due to Exhibitor; provided however, VTN shall assign use of such space to Exhibitor pursuant to the terms of this contract. If VTN elects to cancel the Event other than for reasons previously described in this paragraph, VTN shall refund to each Exhibitor

its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor.

11. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by VTN. If Exhibitor fails to display in its assigned space during the Exhibit hours, VTN 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. Exhibitor may not dismantle the display until the Event is officially closed by VTN.

12. Listings and Promotional Materials

By Exhibitor's participation in the Event, Exhibitor expressly grants to VTN a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in VTN promotional materials. VTN shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that VTN may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any VTN promotional purpose.

13. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

14. 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 for paying all 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 Event.

15. 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.

16. Observance of Laws

Exhibitor 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 (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

17. Additional Terms and Conditions

VTN has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, VTN in its sole judgment may refuse to consider for participation in future events held by Organizer an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of VTN. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of VTN, which consent shall be in VTN's sole discretion.

18. Incorporation of 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 VTN in its sole discretion. VTN may adopt rules or regulations from time to 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 Service Guide or similar document) 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. Exhibitor shall observe and abide by additional regulations made by VTN as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Guide and any additional rules or regulations adopted by VTN from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

19. Governing Law

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. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue property lies in Pasadena, California.

20. Character of Displays: Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in VTN's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of VTN and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of VTN. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made by Exhibitor only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

21. Sound Advertisements

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. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. VTN reserves the right to determine sound interference with others and Exhibitor shall comply with any request by VTN to discontinue any such sound or music.

22. Fire and Safety Laws

Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the exhibitor service guide.

23. Rights of Offset; Enforcement

In the event Exhibitor is indebted to VTN, whether or not such indebtedness arises from this or any other agreement, VTN shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Exhibitor to such other indebtedness in the event legal action is filed by VTN to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.