

San Japan Night Market Vendor Contract

This Vendor Contract (the "Contract") is made and entered into as of [DATE SIGNED], by and between San Japan LLC (the "Organizer"), with its principal place of business at the Henry B. Gonzalez Convention Center 900 East Market Street, San Antonio, Texas 78205, and VENDOR (the "Vendor").

WHEREAS, the Organizer is hosting the San Japan Night Market (the "Event") at Henry B. Gonzalez Convention Center 900 East Market Street, San Antonio, Texas 78205 on 08/29/25 - 08/31/25; and

WHEREAS, the Vendor desires to participate in the Event by offering goods and/or services for sale from a designated booth space; and

WHEREAS, the Organizer desires to grant the Vendor a license to occupy a booth space at the Event for the purpose of offering goods and/or services for sale, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter¹ set forth, the parties agree as follows:²

1. Booth Space and Location:

The Organizer hereby grants the Vendor a license to occupy one (1) booth space at the Event, measuring approximately ten feet by ten feet (10' x 10'), located within the designated Night Market area. The Organizer will provide the Vendor with one (1) six-foot (6') table and two (2) chairs for use within the booth space. The specific location of the booth space will be determined by the Organizer and communicated to the Vendor prior to the Event. The Organizer reserves the right to modify the floor plan and booth locations as deemed necessary for the successful operation of the Event.

2. Fees and Payment:

In consideration for the booth space and the right to participate in the Event, the Vendor shall pay the Organizer a vendor fee of [\$350 USD] (the "Vendor Fee"). The Vendor Fee shall be paid in full no later than immediate payment upon signing. Payment shall be made via Eventeny via Stripe. Failure to pay the Vendor Fee by the due date may result in the forfeiture of the booth space.

3. San Japan Night Market Rules:

The Vendor acknowledges that they have received, read, and understand the following San Japan Night Market Rules (the "Rules") and agrees to abide by them fully throughout the Event:

1. **Merchandise Authenticity:** All merchandise offered for sale by the Vendor must be original creations of the artist(s) present and selling at the booth or official, licensed merchandise. The sale of stolen, traced, bootleg, or generative AI-created merchandise is strictly prohibited. Any Vendor found to be selling such items will be immediately removed from the Event without refund.
2. **Age Verification:** The Vendor is solely responsible for ensuring that no merchandise is sold to individuals under the age of eighteen (18).
3. **Food and Drink Sales Prohibited:** The vendor is strictly prohibited from selling food and beverages of any kind.
4. **Sex Toy and Related Item Sales:** All sex toys, creams, lubricants, and similar items offered for sale must be new, unused, and in their original, sealed packaging.
5. **Clothing and Undergarment Sales:** All clothing, undergarments, and lingerie sold must be new and unused.
6. **Provided Equipment:** The Vendor will be provided with one (1) 10'x10' booth space, one (1) 6' table, and two (2) chairs. The Vendor is responsible for bringing any additional display materials, signage, and equipment needed for their booth.
7. **NSFW Merchandise Concealment:** All Not Safe For Work (NSFW) merchandise offered for sale must be concealed within an opaque bag or box at the point of purchase.
8. **Depiction of Minors:** All characters depicted sexually in the Vendor's merchandise must be eighteen (18) years of age or older and must visually appear to be eighteen (18) years of age or older. The following examples are provided for clarification:
 - Kanna from "Miss Kobayashi's Dragon Maid" is prohibited.
 - Uzaki from "Uzaki-chan Wants to Hang Out!" is permitted.
 - Aged-up content is permitted only if the characters do not retain a child-like appearance.
 - Characters with no solid age (e.g., Vocaloids, most Mihoyo characters) are allowed if depicted as adults.
9. **Application of Other Rules:** All rules applicable to the San Japan Artist Alley and Dealer's Room also apply to exhibitors in the Night Market, to the extent that they do not contradict the specific rules outlined in this Section 3. The Vendor is responsible for familiarizing themselves with these additional rules.
10. **Product Testing:** Any testing of products offered for sale (e.g., application of

creams or lotions) must be administered and/or directly supervised by the Vendor. The Vendor is responsible for providing any necessary testers and ensuring their proper and safe use.

11. **NSFW Artwork Display:** Artwork displayed within the Vendor's booth in the Night Market does not need to be censored, regardless of its sexual nature or fetish content, provided that all displayed and sold work adheres to all other Rules outlined in this Section 3.
12. **NSFW Photography:** All Not Safe For Work (NSFW) photography of real individuals must have all genitalia and overtly sexual material censored and must only depict consenting adults.

4. Compliance with Laws and Regulations:

The Vendor shall be solely responsible for complying with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to those relating to sales tax, business licenses, and the sale of specific types of merchandise.

5. Indemnification:

The Vendor agrees to indemnify, defend, and hold harmless the Organizer, its officers, directors, employees, agents, and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating⁴ to the Vendor's participation in the Event, including but not limited to any breach of this Contract, any violation of the Rules, or any injury to persons or damage to property caused by the Vendor or the Vendor's agents, employees, or representatives.

6. Limitation of Liability:

To the maximum extent permitted by law, the Organizer shall not be liable for any indirect, incidental, consequential, special, or punitive damages (including, without limitation, loss of profits,⁵ revenue, or business opportunities) arising out of or in any way connected with this Contract or the Vendor's participation in the Event, even if the Organizer has been advised of the possibility of such damages. The Organizer's total liability to the Vendor under this Contract shall not exceed the amount of the Vendor Fee paid by the Vendor.

7. Termination:

The Organizer reserves the right to terminate this Contract and revoke the Vendor's license to participate in the Event at any time, with or without cause, upon written

notice to the Vendor. In the event of termination due to the Vendor's breach of this Contract or violation of the Rules, no refund of the Vendor Fee will be provided.

8. Entire Agreement:

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

9. Governing Law and Venue:

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Contract shall be brought exclusively in the state or federal courts located in San Antonio, Texas, and the parties hereby consent to the personal jurisdiction of such courts.

10. Amendments:

No amendment to this Contract shall be effective unless it is in writing and signed by authorized representatives of both parties.¹¹

IN WITNESS WHEREOF, the parties have executed this Vendor Contract as of the date first written above.