

General terms

1. These general terms supersede the dealer's own general terms.

Definitions

1. The "festival" refers to Anime 2016, held from 10-12 June 2016.
2. The "J-POP Foundation" refers to the "Stichting Promotie Japanse Popcultuur" as registered at the Chamber of Commerce in Limburg, The Netherlands. The J-POP Foundation organizes the festival.
3. The "location" refers to the location of the festival: the World Forum in The Hague, managed by GL Events.
4. "Rented space" refers to floor space rented at the location during the festival. Space is rented out in increments of 4 m² and may include a table.
5. The "dealer" refers to the party renting space from the J-POP Foundation.
6. The "tariff group" is chosen by the dealer and determines what the dealer pays for the rented space and what the dealer may and may not sell.
7. The "agreement" refers to both the space to be rented and all other services – e.g. renting storage racks or extra electricity – as requested by the dealer and confirmed by the J-POP Foundation.

Payment

1. Unless other terms were agreed upon in writing from the J-POP Foundation, payment has to be made 35 days before the festival.
2. Any fines must be paid by the dealer within one month after the dealer has been informed by the J-POP Foundation.
3. Late payment will cause the dealer to be accountable for an interest of 1% per month of the total amount until an official legal complaint is made. This does not include possible damages to be claimed by the J-POP Foundation.
4. The dealer is responsible for any administrative and collection costs rising from non-payment, including the costs of employing a collection agency.
5. In the case the J-POP Foundation has to employ a collection agency or legal action for a dealer outside the Netherlands, the dealer can be charged a higher fine when this is deemed necessary by the collection agency employed by the J-POP Foundation for the amount to be economically collectible under the laws and practices of the dealer's country of residence.

Annulment by the dealer

1. To annul the agreement, the dealer must do so in writing to J-POP Foundation at least 40 days before the festival. The J-POP Foundation will not refund payment nor rescind due payment in the case of annulment after this deadline.
2. On annulment of the agreement more than 35 days before the festival the J-POP Foundation will refund the paid amount minus an administrative charge for payments costs of 5,00 euros per 4 m² of rented space.
3. On annulment more than 35 days before the festival the paid amount for other services will be refunded in full.
4. On annulment later than 28 days before the festival or when the dealer does not show up at the festival the dealer will be fined, unless agreed otherwise in writing by the J-POP Foundation. These fines are added the remaining amount due for the agreement.
5. On annulment between 28 and 22 days before the festival the dealer will be fined 25% of the total value of the agreement.
6. On annulment between 21 and 15 days before the festival the dealer will be fined 50% of the total value of the agreement.
7. On annulment between 14 and 8 days before the festival the dealer will be fined 75% of the total value of the agreement.
8. On annulment less than 8 days before the festival the dealer will be fined 100% of the total value of the agreement.
9. A dealer not manning their rented space without annulling the agreement in writing – i.e. a dealer that does not show up at the festival – will be fined 150% of the total value of the agreement with a minimum of 250,00 euro's.

Annulment by the J-POP Foundation

1. The J-POP Foundation reserves the right to annul the dealer agreement in case of substantiated doubts about the compliance of the dealer with this agreement, e.g. late payment or the selling of bootlegs.
2. When the J-POP Foundation annuls a dealer agreement before the first day of the festival, the dealer will be refunded any paid amounts in full.
3. When the J-POP Foundation annuls a dealer agreement on the first day of the festival or during the festival, the dealer will remain due the amount of the agreement not yet paid and will not be refunded any already paid amounts.

Commitments of the J-POP Foundation

1. The J-POP Foundation is committed to supply the dealer access to their rented space during the festival. Access will be granted to the dealer to set up their rented space starting the Thursday before the festival at 20:00.
2. The J-POP Foundation will provide a secure environment for the dealer with active security during the festival, but the J-POP Foundation is not accountable for any form of theft or damage to the items of the dealer.
3. The J-POP Foundation will allocate the space rented by the dealer. The dealer accepts that he/she has no right or prerogative to choose a location other than the one appointed by the J-POP Foundation.
4. The J-POP Foundation will list the dealer on their site and in the festival booklet.

Commitments of the dealer

1. The dealer commits to having their space manned for the opening hours of the dealer room as stated.
2. The dealer commits to keeping his/her space and the surrounding area in pristine condition. The dealer will be held accountable for any damage to tables and other equipment or surroundings.
3. It is strictly prohibited to use anything - including but not limited to nails, pins, tape or glue - to attach materials to the walls of the location.
4. The dealer will abide by house rules of the festival and the location.
5. The dealer will not hand over weapons directly to a visitor, but instead tell the visitor to pick up the weapon up to 2 hours later in the bag room.
6. The dealer will sell only goods allowed for their tariff group as stated in the contract.

Guarantees by the dealer

1. The dealer guarantees the J-POP Foundation that all materials offered by are in agreement with all applicable laws, including the laws on intellectual property and good taste (referring to Dutch law). The dealer understands and accepts that non-compliance with this rule can result in the offending material being removed or, in case of gross breach of this rule, the dealer being removed from the premises by law enforcement.

Guarantees by the dealer (continued)

2. The dealer warrants the J-POP Foundation free from any cost resulting of any type of action by third parties owing to non-compliance with obligations following from this contract. The dealer accepts without any reservations, the obligation to compensate the J-POP Foundation for any damages following any type of action by third parties following non-compliance of the dealer with this contract.

Sublease

1. Sublease of rented space is prohibited, without prior consent from the J-POP Foundation in writing. This also includes renting space for others. This includes but is not limited to (amateur) artists.

Employees

1. The number of employees or co-workers the dealer can bring for free (including the dealer) depends on the amount of space rented. The J-POP Foundation provides the dealer with two free tickets for the first 4 m² rented and one extra ticket per extra 4 m² rented. I.e. 4 m²: 2 tickets, 8 m²: 3 tickets and so forth with a maximum of 64 m² (or 16 tables) and 17 tickets.
2. If the dealer would like to bring additional personnel, an entrance fee must be paid for any person over the maximum quota for the amount of space rented. The entrance fee for extra employee tickets is the standard whole weekend ticket tariff for normal visitors in the first price period of the festival.
3. Employees manning a dealer booth or entering and leaving the dealer room must at all times wear their dealer badge in accordance with the badge rules set by the J-POP Foundation. These rules are available at the festival.
4. Dealers and employees must at all times follow orders given by our security team, J-POP staff members or the location staff. Complaints can be filed with J-POP staff at the festival, after having complied with the requests made.

Applicable law and applicable court

1. All disagreements concerning the explanation, use and or annulment of this agreement will be exclusively served to the courts and tribunals of "gerechtelijk arrondissement Maastricht", who will apply Dutch law.