

Vendor and Artist Contract

This contract is made between Ganbatte Convention Inc. and the Vendor or Artist signing this contract. This contract is valid for the one event term held the current year the contract is signed for. By reading and signing this contract the Vendor or Artist agree to the following conditions.

1. Definitions

- 1.1 "Ganbatte Convention Inc." is the legal name the Convention has been incorporated under.
- 1.2 "Exhibitor Hall" is the location of where the Vendor will be allowed to set up their table.
- 1.3 "Artist Alley" is the location of where the Artist will be allowed to set up their table.
- 1.4 "Term" means the period of time from the signing date of this contract till the end of July 22nd of 2018.
- 1.5 "Exhibitor Badge" means the identification badges issued to a Vendor, Artist or Authorized Representative.

2. Contract Overview

- 2.1 Subject to the terms and conditions of this Agreement, Ganbatte Convention Inc. grants the Vendor or Artist a non-exclusive privilege and license to use and occupy a table, variable at the will of Ganbatte Convention Inc., at the Exhibitor Hall or Artist Alley during the term.
- 2.2 Upon written acceptance, the Vendor or Artist agrees to the terms and conditions, notwithstanding the establishment of, adjustment to, or changes to the plan or Sponsors, Advertisers, rates, regulations, and any other areas, at the sole discretion of Ganbatte Convention Inc. with or without notice.
- 2.3 Unless otherwise specified, any violations of the terms and conditions of this Contract by the Vendor or Artist, or by any of the Vendor or Artist Representative's, will first result in a warning by Ganbatte Convention Inc. of the violation and notification of the requirements for compliance. Any further infractions will result in either a second warning, depending on the severity, or expulsion, in the sole discretion of Ganbatte Convention Inc, from the Exhibitor Hall or Artist Alley, festival grounds, and all other facilities used by Ganbatte Convention Inc. with immediate removal of the Vendor's or Artist's property. Anything further from a second warning will result in expulsion as described above. All costs are the sole responsibility of the Vendor or Artist and there will be no refunds of fees or of other applicable costs in the event of an expulsion. This applies whatever the reason for the expulsion. Any applicable costs not paid at the time of the expulsion will be billed to the Vendor or Artist within 30 days. For greater certainty, and without in any way limiting the generality of the foregoing, the Vendor or Artist shall be solely responsible for any costs incurred or actions taken by Ganbatte Convention Inc. in the enforcement of this contract, resulting from any breach of this Contract on the part of the Vendor or Artist.
- 2.4 In the case of a warning, notification of the requirements for compliance shall be communicated including a timeline for the fulfillment of the requirements. Failure to comply within this timeline shall result in any and all effects as listed under "Any further infractions..." in 2.3. The timeline shall be determined at the sole discretion of Ganbatte Convention Inc.

2.5 Vendor or Artist agrees to be present and operating their Vendor or Artist Space for the hours the Exhibitor Hall is open to the public.

2.6 Booth abandonment; If a Vendor or Artist has not checked in or notified Tables Representative, booth or table will be held till 2pm, day 1 of Ganbatte Convention. If no contact has been made by this time, Ganbatte is allowed to make the space available.

2.7 Violations of this contract may result in the Vendor or Artist being assigned a low priority for table allocation at future Ganbatte Convention Inc. events.

3. Exhibitor Hall and Artist Alley

3.1 The Exhibitor Hall and Artist Alley will be located in the Centennial Hall A, B, and C of in the lower section of TCU Place. Ganbatte Convention Inc. will try to accommodate your location preference, however, if necessity dictates, Ganbatte Convention Inc. reserves the right to relocate the Vendor or Artist. The Vendor or Artist will be assigned a location at Ganbatte Convention Inc.'s discretion.

Exhibitor Hall and Artist Alley Hours of Operations:

Day 0

EXTRA SETUP TIME - ONLY ALLOWED AT TCU'S DISCRETION

If we are given this extra time to set up, all vendors, and artists will be notified as soon as TCU notifies us, approximately two weeks prior to the event.

12:00 pm to 4:00 pm- Set Up

Day 1

7:30 am to 10:00 am - Set Up

10:00 am - Exhibitor Hall open

7:00 pm - Exhibitor Hall closed to the public for the night

8:00 pm - doors will be locked at this time and not opened until Ganbatte Executive staff opens the doors the following morning.

Day 2

9:00 am – Vendor and Artist entry

10:00 am - Exhibitor Hall open

4:00 pm – Exhibitor Hall closed

4:00 pm to 5:30 pm – Tear Down

*NOTE: Times are subject to change without notice. Only the Exhibitor Hall Manager, Director of Site Operations, Vice-President or President can open or close the Exhibitor Hall for any appropriate reason at any time.

The Vendor or Artist must be at TCU on day 1 at 9:00 am latest checked in and ready to set up. As well as ready to take down at 4:00 pm on day 2. Volunteers will be around to help direct the Vendor or Artist to their tables.

3.2 Setup and Removal Hours

The Vendor or Artist will have one hour to close down for the night. After that, the Exhibitor Hall and Artist Alley will be locked, and under security's supervision. Each Vendor and Artist is responsible for the initial setup and final removal of all of its displays, materials, equipment, and merchandise. Before any unloading of materials or equipment, Vendors and Artists must register with the Tables Representative or authorized staff and may be required to present all required legal documentation (licenses, Tax IDs, etc). At that time, Vendor and Artist Badges will be issued and then the Vendor or Artist may unload. Upon request, and given available manpower, Ganbatte Convention Inc. may provide limited assistance in loading and unloading the Vendor's or Artist's materials, and in the arrangement of subleased equipment (tables, chairs, etc.). Vendor's and Artist's permit Ganbatte Convention Inc. staff to assist in loading and unloading at their own discretion, Ganbatte Convention Inc. will not be liable for any damaged goods as a result of any accidents during the loading and unloading process.

The Vendor or Artist agrees to follow any additional rules and regulations regarding setup and teardown as found in the emails and newsletters sent prior to the event. Ganbatte Convention Inc. will make foremost efforts to ensure this information is provided to the Vendor and Artist prior to the event. Ganbatte Convention Inc. will also ensure that additional copies are available on-site.

3.3 Vendor and Artist Registration; Reserved space will only be held once an application is processed. The Vendor or Artist will be selected at latest **May 15th**. This is NOT a "First come first serve" event. Pricing fees can be found on the table application form on our website.

3.4 Refund and Cancellations; Ganbatte Convention Inc. requires cancellation, in writing, no later than 14 days after **April 1st** for a full refund. Failure to provide proper notification within the time allotted will result in the Vendor or Artist forfeiting all funds submitted to Ganbatte Convention Inc. Otherwise there will be no refunds except under extraordinary circumstances that have been approved by Ganbatte Convention Inc. Any Vendor or Artist Space not claimed by commencement of the Ganbatte Convention Inc. Term may be resold at the sole discretion of Ganbatte Convention Inc. Vendors and Artists agrees to hold Ganbatte Convention Inc. harmless for any lost investments or revenue as a result of unclaimed or cancelled booths. Please allow four to eight weeks for Ganbatte Convention Inc. to process a refund.

3.5 Method of Payment; Upon application approval, the Vendor or Artists will be sent an invoice through Paypal, payment must be received by **May 1st** in order to have a guaranteed table or booth.

3.6 Each table purchase comes with 2 free all-access exhibitor badges and any additional badges can be purchased through Ticket Tailor. If additional badges are purchased please notify Ganbatte Convention Inc. staff at check in.

3.7 With each application, the Vendor or Artist must explain what they will be selling at their tables. Ganbatte Convention Inc. reserves the right to ask for examples of what is being sold to approve or not approve certain items for sale. If found selling items or merchandise considered bootleg or illegitimate by Ganbatte staff and/or industry representatives, the Vendor or Artists will be told to remove product from sale. If found selling any bootleg or illegitimate items after being warned, the Vendor or Artist will be rejected and removed from the venue.

3.8 Last Minute Registration; If Vendors or Artists apply after the deadline of **May 1st**, Vendor must pay in full for all Vendor Space. No cancellation request will be accepted for any last minute registrations, nor will any refunds be given.

3.9 Issued Vendor and Artist Badges; Each Vendor and Artist shall be issued 2 Vendor or Artist Badges for each table or booth purchased. Vendor and Artist Representatives must wear their Vendor or Artist Badge during the duration of the event to be considered a Vendor or Artist. Only Vendors, Artists, Security, or Staff authorized by the Director of Site Operations or Exhibitor Hall / Artist Alley Manager are allowed in Exhibitor Hall or Artist Alley during setup, closing(s), and tear down periods. Only individuals with a Vendor or Artist Badges will be allowed to act in any function as an employee for the Vendor or Artist. Vendor and Artist Badges may not be sold, loaned, or otherwise transferred to any individual who is not a Vendor or Artist Representative for your table. Vendor and Artist Badges may be shared among Vendor and Artist Representatives, but no more than one (1) individual may claim the Badge at the same time. In cases of Badge-sharing, both employees are to be registered to the same Badge. Vendor Badge is only guaranteed to provide access to the Exhibitor Hall. Simultaneous Badge-sharing by Vendor and Artist Representatives is prohibited and may result in the confiscation of shared Badges.

3.10 Adult supervision for vendors or artists under the age of 18 is required. Arrangements can be made for vendors and artists between the ages of 15-18 via email.

3.11 Security and Crowd Control; Ganbatte Convention Inc. will provide a Security Guard service for the Term of Ganbatte Convention Inc. However, the Vendor is fully responsible for all Vendor material, merchandise, and other property. Ganbatte Convention Inc. and Staff accept no liabilities for damages, loss, theft, harm or injury to the Vendor, Artist or Vendor and Artist Representatives. All property of the Vendor and Artist is understood to remain in the Vendors or Artists care, custody and control in transit to or from or within the confines of Ganbatte Convention Inc. premises.

4. Exhibitor Hall and Artist Alley Policies

4.1 Vendors and Artists can arrange their displays, chairs, tables, and merchandise in any manner so long as it falls within their Vendor and Artist Space. Vendors and Artists have the responsibility to take care to not cause any damage to the equipment or space and ensure all fire and safety regulations are maintained. Ganbatte Convention Inc. reserves the right to request changes if arrangement does not conform to fire and safety regulations. Vendors and Artists will keep their Vendor or Artist Space clean and will not tape, nail, screw, or affix anything to the Exhibitor Hall or Artist Alley or the equipment provided. Vendors and Artists cannot nail, screw or hang items off of venue ceiling, including the venue piping and posts. All displays, chairs, tables, and merchandise must be maintained within the Vendor or Artist Space. Any items or equipment not provided by Ganbatte Convention Inc. or the venue must be placed within the

Vendor or Artist Space prior to the opening of the Exhibitor Hall and Artist Alley to the public. Electricity and wired internet are available within the Exhibitor Hall and Artist Alley at an additional charge. Unauthorized cabling, piping, or tampering with existing cable and power lines is prohibited. Aisles in exhibitor hall must be clear at all times from displays, adverts, merchandise.

4.2 Food and Beverage; The sale of any food or beverages by any Vendor or Artist is prohibited within the Exhibitor Hall, Artist Alley, festival grounds, or other facilities used by Ganbatte Convention Inc..

4.3 Atmosphere and Noise Policy; Ganbatte Convention Inc. reserves the right to preserve the atmosphere and noise levels within the Exhibitor Hall and Artist Alley. Vendors and Artists may play audio devices at a moderate volume such that it does not cause significant complaints from the other Vendors, Artists or event attendees. The determination of what constitutes a moderate volume shall be at the sole discretion of Ganbatte Convention Inc.. No sort of vapour or fog machine will be permitted and all displays must be PG.

4.4 Sales from Outside Designated Areas for Vendors or Artists is prohibited from selling goods or services outside of the Exhibitor Hall, Artist Alley or other areas designated for sales by Ganbatte Convention Inc. Vendors/artists may not advertise sale of bootleg/unlicensed merchandise nor accept orders/payment at Ganbatte (or other events by Ganbatte) to be sold at a later date.

4.5 Adult Materials Policy; Vendors or Artists may not display material that is deemed offensive or inappropriate. Ganbatte Convention Inc. has the sole right to determine what is offensive or inappropriate. Any adult material may only be sold, exchanged or donated to those 18 years of age or older, provided they have shown government issued ID. All adult material can only be displayed if it is still PG friendly. Any item or art displayed that is not PG friendly will be asked to be removed from display. Failure to comply will result in the item being removed by a Ganbatte Convention Inc. representative. If items are sold to underage persons, vendor or artist will be given a single warning and items will be taken by event staff; to be returned at time of departure of Ganbatte Convention. Failure to comply with rules a second time will result in removal without refund.

4.6 Weapons and Sales Policy; Ganbatte Convention Inc. maintains a strict policy in regards to weapons. The sale of certain weapons are allowed for sale. Refer to our convention policy or contact our Tables Representative for a list of regulated weapons. Weapons may be displayed openly, but you must have some method to wrap them upon their sale. The same rules apply to weapons that have been bought when it comes to weapons check.

4.7 Receipts; Vendors and Artists must provide receipts for customers upon request. Vendors and Artists must clearly indicate if they have a no refund and/or exchange policy.

4.8 The Vendor or Artist Space contracted is to be used solely by the company and/or representatives of the company listed in this Contract. Subletting of Vendor or Artist Space is prohibited without the prior consent of Ganbatte Convention Inc. Any use of Vendor or Artist Space not specifically assigned to Vendor or Artist shall be considered, at best, a sub-let of the assigned space and therefore a violation of this agreement.

4.9 Custom Broker and Shipping; Vendors and Artists are required to contact a custom broker if required and shipping services if necessary. This is the responsibility of the Vendor or Artist.

4.10 License and Regulations; The Vendor or Artist is responsible for obtaining licenses, permits, or approvals required under law, applicable to their activity at Ganbatte Con as well as for paying all taxes, license fees, fines, or any charges incurred due to any governmental authority in connection. The Vendor or Artist will be required to provide a Vendor's permit, temporary or otherwise, upon request of the Vendor / Artist Hall Manager.

4.11 Unauthentic or Unauthorized Materials (Bootlegs); Ganbatte Convention Inc. maintains a strict policy in regards to bootleg items. Any items or merchandise for sale, displayed, or advertised for sale which are not legally authorized or are prohibited by law to be sold in Canada will be asked to be removed at the sole discretion of Ganbatte Convention Inc. at any time. Ganbatte Convention Inc. may, at its sole discretion, request documentation related to the origin of Vendor's or Artist's merchandise at any time after the signing of this contract. As this request may occur during the event, Vendors and Artists agrees to ensure all relevant documentation is available on-site during the event for examination by Ganbatte Convention Inc. Failure to produce this documentation may be considered a violation of this agreement. This documentation shall be used solely for the purpose of determining the likelihood of the Vendor's or Artist's merchandise and shall be treated as confidential information by Ganbatte Convention Inc.

4.12 Fire Regulations; No fire equipment or exits are to be blocked. Ganbatte Convention Inc. reserves the right to request immediate removal of obstructing property or persons.

4.13 Safety; Ganbatte Convention Inc. reserves the right to ask any Vendor or Artist to remove any items or practices that Ganbatte Convention Inc. deems unsafe. Ganbatte Convention Inc. alone reserves the right to determine what is safe and what is not safe. Any Vendor or Artist that refuses to comply will be expelled. No lighter fluid or aerosol containers of any kind are permitted for sale. Lighters are permitted for sale only if they do not contain fuel.

4.14 Family Atmosphere; Ganbatte Con is a family event. No alcoholic beverages or smoking is permitted on site. Any use of illegal substances will result in a ban and removal from site. Foul language and inappropriate language will not be tolerated. Ganbatte Convention Inc. reserves the right to determine what constitutes foul language or inappropriate language.

4.15 General Policies; The Vendor or Artist agrees to follow and be bound by Ganbatte Convention Inc.'s General Policies. These policies shall be made available by Ganbatte Convention Inc. upon request of the Vendor or Artist.

5. Limitation of Liability

The Vendor or Artist agrees to assume all risk and to indemnify and hold harmless Ganbatte Convention Inc., all event facilities, and their owners, respective officials, subsidiaries, agents, affiliates, operations, officers, volunteers and employees (hereafter "the Indemnified Parties") from and against any and all claims, demands, costs, penalties, fines, charges, liabilities, expenses, or damages of any kind arising out of or in connection with use of the Exhibitor Hall or Artist Alley by Ganbatte Convention Inc. or arising out of any act or omission of Ganbatte Convention Inc., or any of its agents, contracts, representatives, patrons, guests or invitees.

The Indemnified Parties are liable for any loss, injury, damage, or other expense that arises out of any act or omission by the Vendor or Artist. Any damages or charges imposed for violations of any applicable laws or regulations by the Vendor or Artist are the sole responsibility of the Vendor or Artist. Anyone visiting, viewing, or otherwise participating at the Vendor's or Artist's booth is deemed to be the invitee or licensee of the Vendor or Artist rather than the invitee or licensee of Ganbatte Convention Inc. The Indemnified Parties shall not be liable for any injury whatsoever to the person conducting or otherwise participating in the conduct of the booth or to invitees, licensees or guests of the Vendor or Artist. The Vendor or Artist assumes full liability for the actions or omissions of its agents, employees, or independent contractors, whether acting within or outside the scope of their authority. In the event that any part of the Exhibitor Hall or Artist Alley is unavailable, whether for the entire Term or a portion of Ganbatte Convention Inc. and the Indemnified Parties will not be held liable for any losses caused by, but not limited to, the following: fire, natural disaster, acts of war or terrorism, labor dispute, or riot.

Should Ganbatte Convention Inc. or the Indemnified Parties decide that because of any of the above events it becomes necessary to cancel, postpone, or re-site the show, reduce installation time, exhibit time, or move out time, Ganbatte Convention Inc. and the Indemnified Parties will not be held liable to the Vendor or Artist for any damage or loss, direct or indirect, arising as a result thereof. Ganbatte Convention Inc., or any of its facilities, will not be maintaining insurance covering any and all Vendor or Artist property and it is the sole responsibility of the Vendor or Artist to secure such insurance. The Vendor or Artist is solely responsible for its exhibited materials, merchandise, promotions, personnel, and other property. Ganbatte Convention Inc., and by extension the Ganbatte Convention Inc. personnel, is NOT responsible for the protection of Vendor or Artist property from damage, loss, theft, harm, or injury.

Ganbatte Convention Inc. agrees to be responsible for the promotion and marketing of Ganbatte Con. Ganbatte Convention Inc. makes no guarantees or representations as to the number of attendees and/or customers at Ganbatte Con. Ganbatte Convention Inc. has the full power to make amendments to this agreement without such notice should it become necessary by order, demand, or request of TCU Place or any other governing body including, but not limited to the Government of Canada, the Government of Saskatchewan and the City of Saskatoon.

Such further rules and regulations as shall be considered necessary and proper. In these cases Ganbatte Convention Inc. will take reasonable efforts to notify all affected parties. The Vendor or Artist covenants to pay any fees, losses, royalties, costs, damages, legal expenses on a solicitor-client basis, or any other charges incurred by the use of copyrighted materials or music during the Term and shall indemnify and hold harmless Ganbatte Convention Inc., with respect to such charges.

6. Statutory Compliance

The Vendor or Artist agrees to comply with the provisions of all laws now in force or in force after the signing of this Contract that expressly, or by implication, apply to the Vendor or Artist by virtue of the Vendor's or Artist's participation at Ganbatte Convention Inc. The Vendor or Artist will pay, when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Vendor or Artist by virtue of Vendor's or Artist's participation at Ganbatte Con.

7. Responsibility

The Vendor or Artist shall be responsible for and shall promptly pay Ganbatte Convention Inc. for any loss or damage to the real, personal or intellectual property of Ganbatte Convention Inc. caused by any act or omission of the Vendor or Artist, the Vendor's or Artist's employees, subcontractors or agents.

8. Staff Services

If the Vendor or Artist requests that Ganbatte Convention Inc. perform services or provide materials which the Ganbatte Convention Inc. consider outside the scope of the Contract, Ganbatte Convention Inc. shall immediately, upon noticing such scope deviation or potential scope deviation, send a written Change Request document to the Vendor or Artist. The Change Request will contain the following information: a) A description of the applicable services and materials including the reasons for considering them outside the scope of this Contract; b) If Ganbatte Convention Inc. believes it can accommodate the services and materials that are outside the scope of the Contract, an estimated itemized description of the cost to perform the services and to provide the materials. c) If Ganbatte Convention Inc. believes it cannot accommodate the services and materials that are outside the scope of the Contract, it reserves the right to not provide these services or materials.

9. Conflict of Interest

The Vendor or Artist shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question. Vendors hall or Artist Alley will not influence, seek to influence or otherwise take part in a decision of Ganbatte Convention Inc., knowing that the decision may further their private interests. They shall not accept or give any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract that causes, or would appear to cause, a conflict of interest between the Vendor or Artist and Ganbatte Convention Inc. The Vendor or Artist will also have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest between the Vendor or Artist and Ganbatte Convention Inc. in connection with the performance of the Vendor's or Artist's duties related to this Contract, and if such a financial interest is acquired during the term of this Contract, the Vendor or Artist shall promptly disclose it to Ganbatte Convention Inc. In the event the Vendor or Artist becomes aware of any matter that causes or is likely to cause a conflict of interest between the Vendor or Artist and Ganbatte Convention in relation to the Vendor's or Artist's duties pursuant to this Contract, the Vendor or Artist shall immediately disclose such matter to Ganbatte Convention Inc. in writing. If Ganbatte Convention Inc. deems that the Vendor or Artist is in a conflict of interest as a result of the Vendor's or Artist's notice or as a result of any other information brought to Ganbatte Convention Inc.'s attention, Ganbatte Convention Inc. may terminate this Contract.

10. General Terms

10.1 Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Contract.

10.2 This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and no other understandings or agreements, verbal or otherwise, exist between the parties.

10.3 This Contract may only be amended in writing that is acknowledged and agreed upon by both parties except as otherwise contemplated herein.

10.4 No party shall assign, sell or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the other party.

10.5 This Contract shall endure to the benefit of the parties and their respective successors and assigns of the parties.

10.6 This Contract is not to be construed as a joint venture, or to give power to either party to obligate the other in any other manner whatsoever, other than what has been specifically stated in this Contract.

10.7 The headings in this Contract have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Contract or any part of it.

10.8 In this Contract, words in the singular include the plural and words in the plural include the singular.

10.9 The rights, remedies and privileges of Ganbatte Convention Inc. under this Contract are cumulative and any one or more may be exercised. The rights of Ganbatte Convention Inc. shall not be deemed waived unless specifically stated in writing and signed by an authorized officer of Ganbatte Convention Inc.

10.10 Time is of the essence in this Contract.

10.11 This Contract shall be governed by and construed in accordance with the laws of the province of Saskatchewan and the federal laws of Canada applicable therein without giving effect to the choice of law's provisions thereof and the Parties agree to irrevocably attorney to the jurisdiction of the courts of Saskatchewan and agree that any proceedings taken in respect of this Agreement shall be taken in such courts and in no other.

10.12 Should any provision of this Contract be illegal or unenforceable, it shall be considered separate and severable from this Contract, and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision had never been included. The parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

10.13 The Vendor or Artist acknowledges and agrees that it has the power and authority to enter into this Contract.

10.14 This Contract may be executed in multiple counterparts and by facsimile transmission, each of which shall be deemed to be an original and all of which shall be deemed to constitute a single instrument.

10.15 The Vendor or Artist grants Ganbatte Convention Inc. permission to display the name of the Vendor or Artist in online and print publications relating to the Exhibitor Hall or Artist Alley and Ganbatte Con. Ganbatte Convention Inc. is under no obligation to make use of this permission.

**I _____ Agree to the terms of this contract and will follow all the rules.
By signing this contract I understand that by applying for a table I will not have a guaranteed table
or badges.**

Date _____

**** Signing this contract is only step 1 of the Vendor and Artist table agreement. Reminder to also fill out table application
must also be completed by May 1st**