

VENDOR CONTRACT

Rules & Regulations

The Convention staff welcomes all vendors and artists who wish to participate in the Dealer's Room! We ask that all vendors and artists please be respectful of decisions that the staff may have to make concerning the convention space. We are constantly working to make the con experience great for everyone and may have to make changes in the initial plans. There will be dedicated staffers available exclusively to the Dealers' Room to try to prevent theft. They will be identified to the vendors at the convention, so if there should be any questions/problems, please contact these staffers. We will try our best to prevent problems from occurring, but we cannot plan for every contingency. Should a problem arise with another vendor, please speak to a staffer.

- All 10' x 10' spaces include 1 table and 2 vendor badges. Extra badges may be purchased at \$5 per badge.
- All 10' x 20' spaces include 2 tables and 3 vendor badges. Extra badges may be purchased at \$5 per badge.
- All 5' x 10' spaces include 1 table and 2 vendor badges. Extra badges may be purchased at \$5 per badge.

Venue Policies

We ask that you only use masking tape or pins in fabric panels for temporary room decorations. Please do not use staples, nails, tacks or other forms of tape. Do not place stickers or paints, or deface venue materials in any permanent fashion. Signs, banners, and fliers may not be posted outside of your table space. There will be a table available to place extra fliers should you require it. We do not allow the open sales of any type of adult-deemed material (not limited to DVDs, VHS, pornographic images/artwork). No adult material may be viewed, sold or distributed to minors, and we require that vendors not bring adult-themed material at all. The Convention reserves the right to judge the acceptability of all displays. The presence and sale of functioning weapons are prohibited. In addition, questionable material (such as paraphernalia and images from groups such as KKK and Nazi or Nazi-like merchandise) are prohibited.

VENDOR & ARTIST CONTRACT

- 1) The Convention agrees to provide purchased spaces, which will be located in the area designated "Dealers' Room". The Convention will provide load times closer to the event. Vendor agrees to vacate convention hall premises by no later than 9pm the day of the convention.
- 2) The Convention agrees to be responsible for promoting the show. The Convention makes no representations as to the number of attendees and/or customers who will be in attendance.

- 3) Subletting of tables is not permitted.
- 4) Each application will be processed on a first come – first served basis by merchandise category, with exceptions on a case-by-case basis (at the discretion of The Convention).
- 5) Vendor shall be responsible for the actual setup of its displays. The Convention shall not be liable for any loss or damage to Vendor's property or for any personal injury suffered by Vendor or any of its agents. Vendor will hold The Convention and The Cramton Bowl harmless for any personal injury or damage to goods that may occur.
- 6) The Convention, upon request, agrees to limited assistance in loading and unloading Vendor's materials and to assist with setting up of tables. Vendor MUST have a hold-harmless agreement on file (available to sign at the event) with The Convention to utilize this resource.
- 7) The following activities are prohibited in the Dealers' Room at all times: Smoking or any burning of objects; sales of food or beverage products; consumption or possession of alcoholic beverages not bought on site, sales of sharp-bladed weapons, sales of 18+ material, not limited to hentai, yaoi, yuri, porn, etc.
- 8) All vendors shall have a signed copy of the The Convention Vendor Contract (this document) on file with The Convention. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy on file with The Convention. No party shall be allowed to sell merchandise or services outside of the space deemed "Dealers' Room" or in these areas outside of the given hours.
- 9) Vendors may play audio devices at low volume. The Convention reserves the right to determine the definition of 'low volume.' Furthermore, The Convention reserves the right to determine what audio content may be played during the hours of operation of the Dealers' Room.
- 10) All vendors must claim their tables before Saturday, March 3, 2018 at 11 am, or send written notice of reason for being late no later than 1 week before the date. Tables which have not been claimed by that time may be resold at the sole discretion of The Convention.
 1. A) Tables that are canceled prior to one month before the convention day with written notice shall be refunded one hundred (100) percent of its cost.
 - B) Vendor agrees to hold The Convention harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) canceled tables.
 - C) If The Convention is canceled because of an Act of God or other event beyond the control of The Convention, and the event cannot be rescheduled, The Convention will make good faith attempts to refund 50% of the amount paid.
 - D) Any breach of the provisions of this paragraph 10 due to communication failures will be handled in a best faith manner.
- 11) The Vendor agrees to comply with all municipal, state, and federal requirements, if any, in connection with all sales, including but not limited to any sales or other tax laws. Vendor will be responsible for filling out Tax paperwork before leaving the event and will pay the percentage of all sales to The Convention to be filed on the vendor's behalf as is required by Alabama state law.
- 12) All vendors will obey federal, state, and local laws and ordinances regarding the sale of material, which, intentionally or unintentionally, infringes upon the trademarks or copyrights of another party.

Any vendor selling material which infringes upon the trademark or copyright of another party may be ejected without warning and without refund. The Convention reserves the right to inspect and/or eject questionable material at any time. This includes, but is not limited to, the following products: Bootlegged videos; Fan-subbed videos; Bootlegged (burned) audio CDs, VCDs, and DVDs; Burned or Bootleg video games (e.g. PlayStation, Dreamcast)

13) The Convention takes no responsibility for any infringing material, and will fully comply with all requests from license holders and law enforcement to inform vendors of infractions. Vendors hold all responsibility toward licensed material and having written documentation on-hand of proper license permissions.

14) Vendors shall not display material, which is deemed offensive or inappropriate. The Convention has the sole right to determine what is or is not offensive or inappropriate. Vendors who continue to display material which has been deemed to be offensive or inappropriate may be ejected without warning and without refund. Furthermore, vendors shall not sell any "adult"-deemed material at the convention, in compliance with The Convention policy, including but not limited to DVDs, doujinshi, suggestive body pillows, adult dating-simulation games and other adult material usually not for sale to customers less than 18 years of age. Vendors who sell such materials may be ejected without warning and without refund. Failure to comply is immediate grounds for ejection without warning and without refund. The Convention reserves the right to determine if the material in question is "adult" in nature.

15) Vendors are expected to follow the same rules of behavior as the rest of the convention attendees during off-hours. Any Vendor ejected from the convention during those hours must leave immediately with their goods.

16) Vendor is responsible for providing its own insurance, if desirable, to protect Vendor and Vendor's property from damage, loss, theft, harm or injury. The Convention will not obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.

17) The Convention will lock the doors to the building after hours and provide hired security throughout the duration of the event. The Convention, however, is not responsible for any loss or damage to Vendor's property, which may occur.

18) Vendors shall keep all designated areas clean and will not nail, screw, or attach anything to the exhibit hall space. Vendors are asked to use only masking tape or pins in fabric panels to hang temporary decorations, and refrain from using staples, nails, tacks or other forms of tape. Vendors are not to place stickers, paints, or deface venue materials in any permanent fashion. Signs, banners and fliers may not be posted on venue property. A table will be available in a location designated by The Convention for placement of extra fliers.

19) All displays, chairs, tables and merchandise must be maintained within Vendor's designated area.

20) Selling of items by Vendors on convention grounds, which includes the stated event location and adjoining facilities, their parking lots, other than the Dealers' Room or any other designated area noted by The Convention is NOT allowed during the weekend of any event. Vendors who fail to comply will be ejected without warning and without refund.

21) Vendor will hold harmless The Convention and event facilities or any of their respective officers, agents, employees, members, representatives or affiliates, from any liability, damage, loss, harm, claim, or injury to property or person of the Vendor, Vendor officers, agents, employees or other persons, whether caused by the negligence of The Convention or event facilities, or from theft, fire, water, accident, or any other cause whatsoever.

22) The Convention reserves the right to make changes to or amend this contract and has the final say on all matters pertaining to the use and function of the Dealers' Room during the run of the show.