



# VENDOR CONTRACT

## **Rules & Regulations**

River Region Comic Con 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. River Region Comic Con 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) River Region Comic Con agrees to provide purchased spaces, which will be located in the area designated "Dealers' Room". River Region Comic Con will provide load times closer to the event. Vendor agrees to vacate convention hall premises by no later than 9pm Saturday, August 19, 2017.
- 2) River Region Comic Con agrees to be responsible for promoting the show. River Region Comic Con 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 River Region Comic Con).
- 5) Vendor shall be responsible for the actual setup of its displays. River Region Comic Con 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 River Region Comic Con and The Cramton Bowl harmless for any personal injury or damage to goods that may occur.
- 6) River Region Comic Con, 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 River Region Comic Con 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 River Region Comic Con Vendor Contract (this document) on file with River Region Comic Con. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy on file with River Region Comic Con. 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. River Region Comic Con reserves the right to determine the definition of 'low volume.' Furthermore, River Region Comic Con 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 River Region Comic Con.
  1. A) Tables that are canceled prior to March 1, 2018 with written notice shall be refunded one hundred (100) percent of its cost.
  - B) Vendor agrees to hold River Region Comic Con harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) canceled tables.

C) If River Region Comic Con is canceled because of an Act of God or other event beyond the control of River Region Comic Con, and the event cannot be rescheduled, River Region Comic Con 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 River Region Comic Con 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. River Region Comic Con 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) River Region Comic Con 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. River Region Comic Con 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 River Region Comic Con 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. River Region Comic Con 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. River Region Comic Con will not obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.

17) River Region Comic Con will lock the doors to the building after hours and provide hired security throughout the duration of the event. River Region Comic Con, 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 River Region Comic Con 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 River Region Comic Con is NOT allowed during the weekend of any River Region Comic Con event. Vendors who fail to comply will be ejected without warning and without refund.

21) Vendor will hold harmless River Region Comic Con 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 River Region Comic Con or event facilities, or from theft, fire, water, accident, or any other cause whatsoever.

22) River Region Comic Con 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.