



2023 Vendor Agreement

Vendor Agreement

Fort Collins Comic Con staff welcomes all vendors who wish to participate in the Dealer's Room at Fort Collins Comic Con! The convention is held at the Northside Aztlan Center in Old Town Fort Collins from August 25, 2023 to August 27, 2023 from 8AM to 8PM on Saturday and Sunday.

Dealer Room hours are 10AM to 6PM on Saturday and 10AM to 5PM on Sunday. There are no dealer room hours on Friday (only setup).

We ask that all vendors please be respectful of decisions that the staff may have to make concerning the Dealers' Room the day of the convention. We are constantly working to make the con experience great for everyone, and may have to make changes in the initial plans or layout.

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.

Venue Policies

We ask that you only use masking tape 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 flyers may not be posted outside of your table space. There will be a few open tables available to place extra flyers should you require it. You are responsible for bringing your own display tools, shelving, etc.

We do not allow the open sales of any type of adult-deemed material (not limited to DVDs, VHSs, pornographic images/artwork). No adult material may be viewed by, sold to, or distributed to minors, and we require that vendors not bring adult-themed material at all. Fort Collins Comic Con reserves the right to judge the acceptability of all displays.

The presence and sale of weapons is prohibited. In addition, questionable material or hate speech (such as paraphernalia and images from groups such as KKK and Nazi or Nazi-like merchandise) are strictly prohibited. GamerGate or related political groups will be turned away or asked to leave without the possibility for a refund.

Pricing and Availability

Vendors' spaces in the Dealers' Room are sold starting at \$65 per standard booth with the following addendums:

- 1 student (CSU + HS) booth - which constitutes a half of a booth - in Artist Alley = \$75
- 1 standard booth = \$150
- 1 electric booth = \$175
- The prices listed are for the whole event, not daily (for example, a standard booth is only \$150 TOTAL for both days).
- If your booth was allocated as an in-kind trade, you do not owe anything for your booth.

This price is not negotiable for vendors. Vendors are asked not to encroach upon their neighbor's space unless they are given permission. Vendors that do not arrive for set up of the Dealer Room on Friday or do not give prior notice will forfeit their space. No-show spaces are not subject to a refund and will be sold to available wait list patrons or other Dealers' Room participants at the convention. All Dealer payments must be made at the time of reservation, or the dealer will forfeit their space. After the initial spaces are filled, Fort Collins Comic Con will keep a waiting list of other interested vendors, to be filled beginning on July 2nd on through the days leading up to the convention.

If you do not have anything to set up on Friday (August 25, 2023), please let us know in advance via email to Todd@FoCoComicCon.com

Room set-up/space

The Dealers' Room will be set up in the Gym of the Northside Aztlan Center. Anyone found selling wares outside of the Dealer's Room or Artists Alley will be asked to leave. The booth space will be set up as an 8'x30" table with 1' of space on the left and right of the table TOTAL and roughly 4.5' of space behind your table for the remainder of your booth space. The total approximate space around the front and back of the table that constitutes your booth is about 6' and is not marked. The tables are 8 feet long by 30 inches wide (banquet tables). We will try to accommodate all requests, but we only have limited supplies. If you require power, we need to know that in advance via email to Todd@FoCoComicCon.com. Free WiFi is available, however it's recommended you bring your own hotspot as a backup (just in case).

Reserving Multiple Spaces

Vendors are welcome to reserve multiple spaces, limit 3 without express permission from Fort Collins Comic Con staff. If there are extra spaces available on Friday at setup, Dealers' Room participants may purchase an extra space at a reduced cost (cost determined by Fort Collins Comic Con).

Hours of Operation

The Dealers' Room will have operating hours 10AM to 6PM. As of 5/31/18, the hours of the con are planned to be:

- Friday August 25, 2023:
 - SETUP ONLY, NO GUESTS - 3PM to 8PM.
 - Venue locked until 7AM the next morning.
- Saturday August 26, 2023:
 - DEALER ROOM OPEN 10AM to 6PM.
 - Doors open for attendees to check in at 8AM.
 - Panels begin 9AM and run until 8PM.
- Sunday August 27, 2023:
 - DEALER ROOM OPEN 10AM to 5PM.
 - Doors open for attendees to check in at 8AM.
 - Panels begin 9AM and run until 7PM.
 - TEAR DOWN VENDOR AREA 5PM to 8PM.
 - FINAL FC3 STAFF WALKTHROUGH 9PM.

Fort Collins Comic Con takes no responsibility for items stolen, but will make reasonable accommodations to prevent theft, including providing volunteers to check badges at entry points to the venue.

1. All payments are to be made via Paypal on the FoCoComicCon.com website. Please email us at Todd@FoCoComicCon.com for any questions about pricing. If you must pay via check, please make all checks out to "HOWDY NEIGHBOR EVENTS" and write "FOCO COMIC CON" in the memo field. Paypal payments rejected or checks not meeting these two criteria will be returned and your booth may become forfeit if we do not receive payment in time. Payments made in the above manner are considered **tax-deductible donations**. Howdy Neighbor Events EIN is: 85-2431844 (you will need this for your write-off).

2. Each dealer's booth shall have a fixed cost. Fort Collins Comic Con sets all prices for vendors' tables.

3. Vendors are welcome to participate in any event at the convention with the same rate and cost as a normal convention attendant. Vendors will be provided with **two** badges and may purchase up to 10 additional badges for \$15/each in advance of the ticket sale date of 7/7/23.

4. Fort Collins Comic Con makes no guarantee as to the availability of space and reserves the right to limit. There is a possibility for more tables to become available to a vendor provided that there is enough space and/or dearth of payment from other vendors on July 1st, 2023.

5. Vendor has read the VENDOR CONTRACT TERMS AND CONDITIONS attached hereto and acknowledges that such terms and conditions are fully incorporated herein, and are binding on the parties hereto.

Fort Collins Comic Con

VENDOR CONTRACT

TERMS AND CONDITIONS

1) Fort Collins Comic Con agrees to provide 8' x 30" vendor tables in 10x6' booths, which will be located in the area designated "Dealers' Room" (the Gym). Fort Collins Comic Con agrees to make said tables and exhibit space available to the Vendor by no later than 3PM on Friday, August 25th, 2023 for load in and setup. Vendor agrees to vacate Aztlan Center premises by no later than 8PM on Sunday, August 27, 2023.

2) Fort Collins Comic Con agrees to be responsible for promoting the show. Fort Collins 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 Fort Collins Comic Con).

5) Vendor shall be responsible for the actual setup of its displays. Fort Collins 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 Fort Collins Comic Con and Northside Aztlan Center harmless for any personal injury or damage to goods that may occur.

6) Fort Collins Comic Con, upon request, agrees to limited assistance in loading and unloading Vendor's materials and to assist with setting up of tables. Vendor will hold Fort Collins Comic Con and Northside Aztlan Center harmless for any personal injury or damage to goods that may occur as a result of this assistance. Vendor MUST have a signed agreement on file with Fort Collins 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; vaporized chemicals and diffusers of scents; sales of food or beverage products that are not pre-packaged; consumption or possession of alcoholic beverages, sales of bladed weapons, sales of 18+ material, not limited to hentai, yaoi, yuri, porn, etc.

Fort Collins Comic Con as an organization has no restrictions on sales of pre-packaged food items. The Northside Aztlan Center would prefer if a mess is made, you help clean it up. Please be aware if you bring pre-packaged food items you do so at your own risk, we will defer to any requests from the venue should they arise.

8) All vendors shall have a signed copy of the Fort Collins Comic Con Vendor Contract (this document) on file with Fort Collins Comic Con. No vendor shall be allowed to sell merchandise or services at the convention without having a signed copy on file with Fort Collins 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. Fort Collins Comic Con reserves the right to determine the definition of 'low volume.' Furthermore, Fort Collins Comic Con reserves the right to determine what audio content may be played during the hours of operation of the Dealers' Room. Any content played must not fall within our definition of "prohibited materials" as defined earlier in this contract and in section 14.

10) All vendors must have begun set up of their tables on Friday, August 25th, 2023 by 6pm, or send written notice of reason for being late no later than 1 week before the con. Tables which have not begun setup at that time (and those for which we do not have a written notice for) may be resold to the waitlist at the sole discretion of Fort Collins Comic Con.

A) Refunds will be handled on a case-by-case basis. We request that if you cannot claim your table, you refer us to a replacement vendor who can.

B) Vendor agrees to hold Fort Collins Comic Con harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled tables.

C) If Fort Collins Comic Con is cancelled because of an Act of God or other event beyond the control of Fort Collins Comic Con, and the event cannot be rescheduled, Fort Collins 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 all filings with state and local ordinances.

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. Fort Collins 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)

Fort Collins Comic Con takes no responsibility for any infringing material, and will fully comply with all requests from licence 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.

13) Vendors shall not display material which is deemed offensive or inappropriate. Fort Collins 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 Fort Collins 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 under 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. Fort Collins Comic Con reserves the right to determine if the material in question is "adult" in nature.

14) Vendors are expected to follow the same rules of behavior as the rest of the convention attendees, including during off-hours. Any Vendor ejected from the convention during those hours must leave immediately the next morning during the set-up time.

15) Vendors will have up to three hours of time to close down shop on August 27, 2023. Vendors will have up to five hours of set-up time on August 25, 2023 from 3PM to 8PM. After the five hours are up, the gym will be locked. Under no circumstances will it re-open until the posted time the next morning. From Saturday night to Sunday morning, the vendor area will be locked from 6PM to 8AM the next morning when volunteers arrive.

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. Fort Collins 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) The Northside Aztlan Center will lock the Dealers' Room after hours. Neither Fort Collins Comic Con nor the Aztlan Center, however, are 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 flyers may not be posted on venue property. A table will be available in a location designated by Fort Collins Comic Con for placement of extra flyers.

19) All displays, chairs, tables and merchandise must be maintained within Vendor's designated area throughout the hours of the convention and may not be dismantled prior to the convention's closing. The loading dock will not be open for breakdown prior to the close of the exhibition room. If you break down your space prior to the end of the show you will be banned from setting up at future shows. All booths must be manned at all times. Fort Collins Comic Con will not be held responsible for any issues arising from an unmanned booth during show hours. Further, assignment of space and accommodations will be by show management only. We will try to accommodate as many special requests as possible but cannot guarantee where you will be located.

20) Selling of items by Vendors on convention grounds, which includes the stated event location and adjoining facilities (i.e. Legacy Park), their parking lots, other than the Dealers' Room or any other designated area noted by Fort Collins Comic Con is NOT allowed during the weekend of any Fort Collins Comic Con event. This includes the selling of items inside hotel rooms, lobby, park, parking lot, or its facilities (outside of specified Vendor rooms with full payment). Vendors who fail to comply will be ejected without warning and without refund.

21) Vendor will hold harmless Fort Collins Comic Con and event facilities or any of their respective officers, agents, employees, members, representatives or affiliates, from any liability, damage, loss, harm, claim, ability to perform/appear, or injury to property or person of the Vendor, Vendor officers, agents, employees or other persons, whether caused by the negligence of Fort Collins Comic Con or event facilities, or from theft, fire, water, accident, local or global pandemic, or any other cause whatsoever.

22) Vendor accepts and understands that, due to the global pandemic involving COVID-19, by attending this event there is a risk of contracting COVID-19, which may lead to serious injury and death. Vendor accepts and certifies that Vendor and Vendor's representatives do not have any COVID-19-related symptoms, and if symptoms or a positive test appear during or after the event, Vendor will immediately leave the event if still in progress and notify Fort Collins Comic Con staff via email. Vendor agrees to adhere to any COVID-19 regulations directed by State, County, or City rules in place at the time of the event which may include: temperature checks, encourage frequent handwashing and use of hand sanitizer, face covers while not eating or drinking, practice physical distancing, and adjust maximum occupancy rules accordingly.

23) Vendor agrees to promote its appearance at Fort Collins Comic Con via email, social media, print, or other marketing methods already in-use by the Vendor.

24) Fort Collins 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.

Agreed to this date: _____

Vendor Store/Business: _____

Vendor Representative (printed name): _____

Vendor Signature: _____

Fort Collins Comic Con Signature: _____

Vendor Contracts and any checks should be mailed to:

Nick Armstrong
Howdy Neighbor Events
2519 S. Shields Street
Suite 1K, Box 154
Fort Collins, CO 80526

Make all checks out to "HOWDY NEIGHBOR EVENTS" and write "FOCO COMIC CON" in the memo field. **IF YOU PAID ONLINE VIA PAYPAL YOU DO NOT NEED TO PAY WITH CHECK, BUT WE DO NEED A SIGNED CONTRACT (VIRTUAL SIGNATURES CONSIDERED LEGALLY BINDING).**