

FOUR STATE COMIC CON VENDOR CONTRACT – APRIL 29 – APRIL 30, 2023 – WAIT LIST

The parties to this contract are **Four State Con LLC** (hereafter "Host") and _____ (hereafter "Vendor").

Whereas, Host is hosting an Event known as **Four State Comic Con (FSCC)** to occur at **Hagerstown Community College AARC Facility, 11400 Robinwood Drive, Hagerstown MD, 21742** on **04/29/2023 & 04/30/2023**, beginning at **11:00AM** and ending at **7:00PM (04/29/2023)** and beginning at **11:00AM** and ending at **5:00PM (04/30/2023)**. Vendor has the right to license concessions to vend at and during the Event.

Build-A-Booth- In order to keep your cost of a booth low and allow you to make the space you want without paying for something you won't use we are offering you a Build-A-Booth selection. You will only receive the items you pay for and extras may not be available during the event. **Except for Artist Alley, no booths come with prepaid tables or chairs.** You can bring your own tables and chairs if you do not rent any from FSCC.

BOOTHS- (no tables or chairs included except for artist alley)

_____ x \$130.00 - 8ft x 8ft Booth - Space Only - Inline – 2 Vendor Badges

_____ x \$160.00 - 10ft x 10ft Booth - Space Only - Inline – 2 Vendor Badges

_____ x \$190.00 - 10ft x 10ft Booth - Space Only– Corner - 2 Vendor Badges

_____ x \$115.00 - **Artist Alley** – 8ft x 8 ft Booth w/ 6ft table and 2 chairs- No extra tables or chairs allowed. This area is reserved for artists or writers selling THEIR OWN original art on paper or other media. No other sales from merchandise, crafts, or items is allowed without the permission of the FSCC.

ADD ONS- (must purchase booth space first and then add the below items if desired)

_____ x \$12.00 - 6ft Table

_____ x \$15.00 - 8ft Table

_____ x \$5.00 - Folding Metal Chair

___ **SOLD_OUT** ___ x \$25.00 - Electric (Vendor must provide their own extension cords and/or Surge protector. It is recommended you bring a 25ft extension cord. Vendors being found to use the electricity without purchasing will be subject to a \$25.00 fee.)

_____ x \$10.00 - Extra Vendor Badge (Max of 2 extra badges only)

Total \$ _____

BILLING: Please select one of the following –

_____ **Invoice Me** _____ **Cash** _____ **Check**

**** Please make checks payable to FOUR STATE COMIC CON LLC**

**** If mailing a check (or contract) please mail to Four State Comic Con LLC 1670 Lincoln Way E, Chambersburg, PA 17202**

Now, therefore, the parties agree as follows:

Vendor shall have access to the location agreed upon by the parties no less than **two (2)** hours before the Event's commencement for the purpose of setting up Vendor's vending station, goods, and other things necessary and reasonable to vending at the location. Initial set-up will be available on Friday (4/28/23) from 2PM - 8PM, on Saturday (04/29/23) from 7AM – 10:30AM and on Sunday (04/30/23) from 9AM - 10:30AM).

1. For reasons of insurance and liability reasons, handcart(s), dolly(s) or other "wheeled" moving devices will not be allowed on the convention floor during Convention hours (**11AM-7PM, Saturday & 11AM-5PM, Sunday**) ****NO EXCEPTIONS****
2. Vendor shall retain 100% of all event sales and is responsible for collecting all applicable sales tax by filling with MD Comptroller. Host may be required to give information about the vendor to the Comptroller before the event.
3. Vendor hereby agrees to indemnify and hold harmless the Host & Venue against any damages or claims that may arise in connection with Vendor's presence at the Event and Vendor's activities of any kind.
4. Vendor's vending station shall be no larger than the feet of space purchased. And can be no taller than **10 feet**. Vending station shall be clean and orderly; and shall comply with all applicable laws and regulations. There will be **NO space sharing** of any kind. Spaces **cannot be sublet**. No "Bootleg" or counterfeit Items are allowed to be sold or be present in the vendors booth.
5. **Vendor is responsible and required to obtain liability insurance for their booth and merchandise.** The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement which names the owner, Hagerstown Community College (11400 Robinwood Dr, Hagerstown, MD) as additional insured. The insurance shall be primary and any insurance carried by the parties shall be primary and noncontributing. The insurance shall include a Waiver of Subrogation. For more information check out our website: <https://www.fourstatecon.com/become-a-vendor>. Vendor is responsible for providing a valid Insurance Certificate to the FSCC prior to set-up. **THIS IS MANDATORY!**
6. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion. No loud music, noise, or sound amplification devices shall be used by vendor's staff at the location.
7. Vendor shall have access to the location for up to **two (2)** hours after the Event's conclusion at **05:00PM, Sunday to** dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it. If any trash or materials are left behind the vendor will be charged a clean-up fee of \$50. A dumpster will be provided by the Hosts on site for vendors to discard light trash.
8. NO vendor shall begin to close their booth prior to **7:00PM, 04/30/2022 & 5:00PM, 05/01/2022** without prior consent of permission from the FSCC.
9. Any Vendor that cancels their appearance 30 days or less before the event will forfeit their refund in full.
10. Upon receipt of contract and approval from host, an invoice will be sent to the provided email and the vendor will have 48 hours to pay or risk losing their spot. We fully anticipate a sell out of vendor & artist spaces, payment reserves your spot.
11. In the event that this event is cancelled due to weather, facility problems, or any unforeseen circumstances, vendors will be refunded in full within 90 days. In the event that the show is cancelled due to state mandate because of COVID or any other reason, the Host is not responsible for any monetary reimbursements other than the vending cost paid to the Host by the Vendor, which will be refunded in full within 90 days. The Host is not responsible for travel expenses, hotel/ lodging, or anything other than the vending cost.
12. The host will follow and enforce any CDC guidelines set forth in regard to COVID and Social Distancing. As this contract was completed before the event, it is impossible to determine what those guidelines will be so the vendor agrees to any and all CDC guidelines. This is to include but not limited to social distancing, mask requirements, disinfecting, etc.

In witness to their agreement to the terms of this contract, the vendor affixes their signature below. If completing electronically simply type your name in the signature block:

Signature*: _____ Date: _____

RELEASE:

I will be the only vendor at my table(s).

I hereby release and forever discharge FOUR STATE COMIC CON LLC, Andrew Melius, John Mizzer III, Brian Waltersdorff, Hagerstown Community College, their owners, employees, staff, volunteers or its directors and agents from any responsibility, claims or loss or damage arising out of or in conjunction with my application or participation with this event.

FOUR STATE COMIC CON LLC, Andrew Melius, John Mizzer III, Brian Waltersdorff, Hagerstown Community College, their owners, employees, staff, volunteers or its directors and agents will not be responsible for any injury sustained by vendors or guests while within the space designation for exhibits.

Sponsors/Vendors shall indemnify and hold harmless FOUR STATE COMIC CON LLC, Andrew Melius, John Mizzer III, Brian Waltersdorff, Hagerstown Community College, their owners, employees, staff, volunteers or its directors and agents from and against any and all claims, liabilities, and damages of whatever nature. This is including but not limited to claims of bodily injury, death, personal injury, property damage by whoever made, as well as the cost of litigation and counsel fees arising from, based on or in any manner related to Sponsors/Vendors activities in connection with this agreement.

Sponsors/Vendors shall indemnify and hold harmless FOUR STATE COMIC CON LLC, Andrew Melius, John Mizzer III, Brian Waltersdorff, Hagerstown Community College, their owners, employees, staff, volunteers or its directors and agents from and against any and all claims from any and all related COVID-19 (including variants) issues. This is to include contracting and spreading the virus. The FSCC and the above-mentioned parties will not be held financially responsible, medically responsible, or liable for any damages caused by COVID-19. FSCC and the above-mentioned parties will make every effort and enforce any CDC guideline for everyone's safety.

Further, I understand that I store my goods and merchandise at my own risk without exception or limitation. Local advertising will be done to promote the event. There is no early pack up allowed under any circumstances. Early pack ups on any day will preclude your business taking part in future cons. FOUR STATE COMIC CON LLC, Andrew Melius, John Mizzer III, Brian Waltersdorff, Hagerstown Community College, their owners, employees, staff, volunteers or its directors and agents are not responsible for lack of sales or success of sales.

I am an authorized agent of _____ . And, I have read, understand and agree to the terms of this release. If completing electronically simply type your name in the signature block below:

Signature*: _____ Date: _____

The following information will be used to assist in booth placement and used for advertising each vendor on the Con website and social media.

PLEASE PRINT NEATLY SO IT CAN BE READ AND UNDERSTOOD

Booth Name _____

Contact/Owner Name _____

Business Address _____

Type of Vendor (Merch Sales, Publisher, Artist, etc.) _____

Types of Merchandise _____

Vendor Website _____

Facebook _____

Email _____

Phone _____

Please give 2-3 short sentences describing your business/booth/specialty- _____

If you are paying via PayPal & your ID isn't the same as your vendor name please include a note listing the vendor name for your booth.

Thank you.

Four State Comic Con LLC

(some browsers do not support the EMAIL BUTTON, if yours does not simply save the document and manually email it to fourstatecomiccon@gmail.com)