

HARRISBURG COMIC & POP CON VENDOR CONTRACT – AUGUST 26 – AUGUST 27 , 2023

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

Whereas, Host is hosting an Event known as **Harrisburg Comic & Pop Con (HCPC)** to occur at **PA Farm Show Complex, 2300 N Cameron St, Harrisburg, PA 17110** on **08/26/2023 & 08/27/2023**, beginning at **11:00AM** and ending at **6:00PM (08/26/2023)** and beginning at **11:00AM** and ending at **5:00PM (08/27/2023)**. Whereas, Vendor desires to vend at and during said 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 purchase any from Event.

BOOTHS - (tables and chairs are NOT included in the booth price, please use ADD ONs to order tables and chairs)

_____ x \$195.00 - 10ft x 10ft Booth - Space Only - Inline – 2 Vendor Badges

_____ x \$240.00 - 10ft x 10ft Booth - Space Only– Corner - 2 Vendor Badges

_____ x \$135.00 - **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 are 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

_____ x \$75.00 - 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 \$100.00 fee.)

_____ x \$15.00 - Extra Vendor Badge (Max of 2 extra badges only per 10x10 spot)

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 (8/25/23) from 2PM - 8PM, on Saturday (08/26/23) from 7AM – 10:30AM and on Sunday (08/27/23) 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-6PM, 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 filing with PA Comptroller. Host may be required to give information about the vendor to the Comptroller before the event.
3. 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.
4. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion.
5. No loud music, noise, or sound amplification devices shall be used by the vendor's staff at the location.
6. 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.
7. NO vendor shall begin to close their booth prior to **6:00PM, 08/26/2023 & 5:00PM, 08/27/2023** without prior consent of permission from the HCPC.
8. 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. **Vendors are responsible and required for obtaining insurance for their booth and merchandise.**
9. There will be **NO space sharing** of any kind. Spaces **cannot** be sublet.
10. Any Vendor that cancels their appearance 30 days or less before the event will forfeit their refund in full.
11. No "Bootleg" or counterfeit Items are allowed to be sold or be present in the vendors booth.
12. Upon receipt of contract and approval from the host, an invoice will be sent to the provided email and the vendor will have 48 hours to pay. After 48 hours the space will be put back into the open booth pool and vendors will no longer have the space reserved until payment is received.
13. 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.
14. 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.
15. In the event that the show is canceled 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.
16. 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, PA Farm Show Complex, 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, PA Farm Show Complex, 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, PA Farm Show Complex, 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, PA Farm Show Complex, 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, PA Farm Show Complex, 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, understood and agreed 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 WRITE 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 harrisburgcon@gmail.com)