



NuCon Rules and Regulations

NuCon staff welcomes all vendors who wish to participate in the Dealer's Room at NuCon. The convention will be held on **June 7-8, 2019, 10am-6pm each day**. 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. 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 or pins, unless otherwise noted, 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 flyers may not be posted outside of your table space. There will be a table available to place extra flyers should you require it. 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, sold or distributed to minors, and we require that vendors not bring adult-themed material at all. Any occult merchandise is not allowed for sale or display. NuCon reserves the right to judge the acceptability of all displays. Fantasy weapons must be peace tied or kept boxed. No mock fighting or hitting of weapons is permitted except by panelists for the purpose of exhibition. Please keep in mind that this is a family oriented event.

Pricing and Availability

Vendors' spaces in the Dealers' Room are sold for **\$75.00** per booth until **February 1, 2019** then the price will increase to **\$100.00** per space. Vendors are asked not to encroach upon their neighbor's space unless they are given permission. Vendors that do not arrive before opening of the room Friday or do not give prior notice will forfeit their space unless prior arrangements have been made with management. No-show spaces will be sold to available wait list patrons or other Dealers' Room participants. All Dealer payments must be made on or before **March 7th**, or the dealer may forfeit their space to another vendor. After the initial spaces are filled, NuCon will keep a waiting list of other interested vendors.

Room set-up/space

The Dealers' Room will be the only area to set up a selling booth. Anyone found selling

wares outside of the Dealer's Room or Artists Alley will be asked to leave. The tables will be set up in an 8'x10' area with space between each booth to enter.

Reserving Multiple Spaces

If there are extra spaces available on June 7th at opening, Dealers' Room participants may purchase an extra space.

Hours of Operation

The Dealers' Room will be open for **setup Friday, June 7, 8am-10am**. This is subject to change. If any change is made it will be posted on the website: www.nucon.org. NuCon takes no personal responsibility for items stolen, but will make reasonable accommodations to prevent theft.

1. Payment for booth can be cash, PayPal, money order or check. Check must clear before booth is assigned.
2. NuCon 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 there is enough space and/or dearth of payment from other vendors on **March 7, 2019**.
3. 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.

NuCon VENDOR CONTRACT TERMS AND CONDITIONS

Please READ! You are still held accountable if you do not read the rules.

1. At this time vendors need to plan to bring their own tables. This is subject to change and updates will be posted and vendors notified.
2. NuCon agrees to be responsible for promoting the show. NuCon 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 NuCon).
5. Vendor shall be responsible for the actual setup of its displays. NuCon 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 NuCon or convention site harmless for any personal injury or damage to goods that may occur.
6. NuCon, 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 NuCon to utilize this resource.
7. The following activities are **prohibited** in the Dealers' Room at all times: Smoking or any burning of objects, which include vaping or incense, sales of food or beverage products that are not pre-packaged; consumption or possession of alcoholic beverages, sales of 18+ material, not limited to hentai, yaoi, yuri, porn, etc., use of alcohol or illegal

drugs anywhere on the convention grounds. Violation of any of these will result in immediate removal of the vendor from the convention without any refund.

8. All vendors shall have a signed copy of the NuCon Vendor Contract (this document) on file with NuCon. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy on file with NuCon. 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. NuCon reserves the right to determine the definition of 'low volume.' Furthermore, NuCon reserves the right to determine what audio content may be played during the hours of operation of the Dealers' Room. Absolutely no obscene or profane music allowed.

10. All vendors must claim their tables before Friday, **June 7, 2019 at 10am** or notify management by phone or email with reason for being late no later than 1 week before the date. In case of emergency on days of convention, a call will be acceptable. Tables which have not been claimed by that time may be resold at the sole discretion of NuCon.

A) Tables that are cancelled prior **Friday, February 8, 2019** with written notice shall be refunded one hundred (100) percent of its cost. Afterwards, there will be no refund due to vendor cancellation.

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

C) If NuCon is cancelled because of an act of God or other event beyond the control of NuCon, and the event cannot be rescheduled, NuCon 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. NuCon 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, Bootlegged (burned) audio CDs, VCDs, and DVDs, Fan-subbed videos

Burned or Bootleg video games (e.g. Playstation, Dreamcast)

13. NuCon 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. NuCon 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 NuCon 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. NuCon 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 the con and off hours. Any vendor that is acting in an inappropriate way towards other vendors, guests or patrons during the con will be ejected immediately. Any Vendor asked to leave from the convention during off hours must leave during setup the following morning.

16. Vendors will have thirty (30) minutes to close down for the night each evening. After the thirty minutes, the room will be locked. Under no circumstances will it re-open until the posted time the next morning.

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

18. NuCon will lock the Dealers' Room after hours. NuCon, however, is not responsible for any loss or damage to Vendor's property which may occur.

19. 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, unless otherwise noted, 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 NuCon for placement of extra flyers.

20. All displays, chairs, tables and merchandise must be maintained within Vendor's designated area. Please do not take more space than you have been allotted.

21. Selling of items by Vendors on convention grounds other than in Dealers' Room, which includes the event location and adjoining facilities, their parking lots is prohibited.

22. Vendor will hold harmless NuCon 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 NuCon or event facilities, or from theft, fire, water, accident, or any other cause whatsoever.

23. NuCon 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.

Vendor Name : _____

Email: _____

Phone Number: _____

Doing Business as: _____

Merchandise sold: _____

Number of booths needed: _____ (Limited to 4 spaces prior to May 31, 2019)

By signing, you state that you have read and agree to the terms and conditions.

Signature: _____ Date: _____