HerdCon Pop Culture Convention 2019

Vendor & Artist Information

The HerdCon Pop Culture Convention staff welcomes vendors & artists who wish to participate in the Vendors’ Room and Artist Alley during HerdCon. The convention will be held on the Marshall University Campus across multiple buildings on March 16th, 2019 between 8am and 8pm.

HerdCon will be responsible for marketing the event. Promotional materials will be made available to vendors and artists upon request to further promote the event.

Vendors and Artists will be restricted to setup only within their assigned areas. Vendors will setup in the Don Morris room on the 2nd Floor of the Memorial Student Center. Artists will be setup in the John Marshall Room on the 2nd Floor of the Memorial Student Center. Spaces will be assigned by convention staff prior to setup and marked with painter's tape. Requests for extra tables must be made during the registration process. Last minute requests will be entertained only if there is time or resources available to meet the request. Some requests require an additional fee, please be ready to arrange payment through the vendors portal for these fees.

Please respect the space assigned to you by HerdCon staff. We will be setting the floor plan for the event prior to setup to ensure that those who have paid for extra booth space, electrical access, etc., will get what they paid for. We will do our best not to set you directly beside a direct competitor (ex. retro games next retro games), but we cannot guarantee that this will always work out. Your patience and respect is appreciated and will be noted for future events.

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Vendor Setup & Hours of Operation

Vendor and Artist area setup is on March 15th (Friday) between 6pm-9pm. The venue will be secured at 9pm. Doors to the venue will open between 7am-8am March 16th (Saturday) for last minute adjustments to your booth/table. If you are unable to setup during these times contact us at HerdCon@marshall.edu.

The Vendor and Artists areas will be open for business from 9am until 6pm on March 16th, 2019. Break down is not permitted before 6pm March 16th, 2019.

You must bring a copy of your registration agreement with you the day of the event to be signed as you check in. During setup you may be asked to present a valid state ID to verify you against your registration paperwork or other information provided should a proxy be attending the event instead of the owner.

Rules

1. Vendors and Artists, and their employees or representatives will be required to wear badge identification provided by HerdCon at all times.
2. DO NOT use tape, tacks, staples or other methods to attach things to the venue walls or floors. Damaged caused to the venue will be billed to your booth.
3. Keep your space clean. You are expected to pick up trash from within and near your booth.
4. DO NOT encroach on the space of other booths around you or the aisle in front of your booth.
   4.1. Vendors and Artists found setting up outside of assigned areas, such as on the sidewalks, outside of the Con, or otherwise selling wares in an unauthorized area or manner, may be asked to leave the Con and risk being barred from future events.
5. Vendors and Artists selling items must have someone at their booth at all times.
   5.1. Special circumstances such as Artists providing on demand work or book signings, may choose to setup a notice that they will be away for breaks periodically, not to exceed 30 minutes at a time.
6. Reporting theft. If you believe an item has been stolen from your booth/table, please notify a staff member so that a report can be filed with our campus police department.
7. This event is family friendly and will have guests of ALL ages. Vendors and Artists agree to NOT display or sale items such as the following:
   7.1. Real knives, firearms, swords, material arts weapons, tasers, and other items that are inherently dangerous.
   7.2. Pornographic or other materials deemed “adult” in nature.
   7.3. Alcohol, vaping products, pipes and other restricted items.
   7.4. Bootleg CDs, VCDs, DVDs, video games, and other trademarked or copyrighted materials.
8. Vendors and Artists are responsible for obtaining all city or state licensing, and paying associated fees and taxes. And to comply with all local, state, and federal laws.
9. Vendors and Artists are responsible for providing documentation for licensed materials for sale in their booth.

We will have staff in the Vendor and Artist areas to help deter theft. They will be clearly marked in event staff shirts and name badges.

1. Vendor Booth spaces are based on a 10ft x 10ft space with 1 table provided. A total of 30 Booth spaces will be available.
2. Artist Spaces are approximately 6ft x 8ft with 1 table provided. A total of 25 Artist Spaces will be available.
3. Additional tables are available to Vendor Booth Spaces for an additional $10, limit 1 additional table per space
   3.1. Vendors can bring their own tables and setup materials.
4. Electrical access is available but limited to 10 spaces. It is available for an additional fee of $10 and will be granted on a first come first served basis.
5. Larger sponsor spaces are available during the registration process. These include 3 10ft x 20ft end cap booths, and a single high traffic foyer space.
   5.1. The payment portal will update the number of available spaces automatically as they are paid for.
   5.2. Spaces are not confirmed until they have been paid for.
   5.3. Should we run out of spaces, please contact us to be added to our waitlist at HerdCon@marshall.edu.
6. HerdCon reserves the right to refuse to rent exhibit space to a Vendor or Artist minimally 21 days before the event. Vendors or Artists who are refused space will receive a written refusal and full refund.
10. DO NOT play audio devices during the con. We will have live music during the event.

11. HerdCon DOES NOT provide insurance for Vendors and Artists. The Vendor or Artist is responsible for obtaining any insurance, if desirable, to protect the Vendor/Artist and Vendor’s/Artist’s property from damage, loss, theft, harm, or injury.

12. The Vendor or Artist expressly grants HerdCon and Marshall University a non-exclusive license to use, display, and reproduce the name, trade names, and product names of the vendor in any directory (print, electronic, or other media) listing the exhibiting companies or vendors at the event and to use such names in HerdCon promotional materials. HerdCon shall not be held liable for any errors in any listing or descriptions of for omitting any vendor from the directory or other lists or materials.

13. The Vendor or Artist agrees that HerdCon may take photographs of the vendor’s booth space, exhibit, and personnel during, before, or after the open hours of the event and use such photographs for any HerdCon promotional purpose.

14. The Vendor or Artist may NOT use HerdCon or Marshall University and their associated trademarks or logos without the express written permission of HerdCon or Marshall University.

14.1. Vendors or Artists may request copies of promotional materials produced by HerdCon for the express purpose of promoting the event and their involvement in the event.

Cancellations and Refunds

In the event that a Vendor or Artist chooses to cancel their registration the following will occur.

1. Subletting of Vendor and Artist spaces is not permitted. If you cannot attend the event, please contact HerdCon immediately, herdcon@marshall.edu.

2. Cancellations made 90 or more prior to the start of the event will receive a full refund.

3. Cancellations made between 60-90 days will be refunded ½ of their booth fees.

4. Cancellations made less than 60 days prior to the event will not be refunded.

5. Vendors agree to hold HerdCon harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled booths/tables.

6. If HerdCon is cancelled due to an Act of God or other events beyond the control of HerdCon, and attempt will be made to reschedule the event within 30 calendar days of the original event.

   6.1. In the event of a rescheduling of the event, HerdCon reserves the right to relocate the event to another facility within the Huntington WV area. And will make a good faith effort to provide Vendors and Artists with spaces comparable to their original reservation.

   6.2. If the Vendor or Artist are not available for the rescheduled event, they may request a full refund.

   6.3. If the event cannot be rescheduled, HerdCon will refund the exhibit space fee of Vendors and Artists.

Vendors or Artists failing to comply with the aforementioned rules and agreement will be asked to close up shop without a refund, and will be barred from future events.

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

Agreed to this date:

_______________________________________________

Vendor Store/Business:

_______________________________________________

Vendor Representative (printed name):

_______________________________________________

Vendor Signature:

_______________________________________________

HerdCon Signature: