

# WAKANDA CON

## 2019 Vendor Agreement

The convention is held at the Hyatt Regency McCormick Place in Chicago IL from July 26, 2019 to July 28, 2019.

### **Marketplace hours are:**

#### **Setup:**

Friday, July 26            11AM-3 PM

#### **Vending Hours:**

Friday, July 26            3 PM – 8 PM

Saturday, July 27        10 AM – 8 PM

Sunday, July 28          10 AM – 3 PM

Doors open @ 9 AM on Saturday and Sunday for set up.

Doors to exhibit hall will be locked on Friday and Saturday at close of conference.

#### **Tear Down Hours:**

Sunday, July 28          3 PM - 6 PM

Wakandacon reserves the right to make changes concerning the Marketplace the day of the event. That includes but is not limited to: exhibit hours, initial plans and layout.

### **Venue Policies**

Please do not use staples, nails, tacks or other forms of tape. Do not place stickers, paint or deface venue materials in any permanent fashion. Signs, banners and flyers may not be posted outside of your 10 ft by 10 ft space. 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. Wakandacon 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 hate groups or merchandise with vulgar language) are strictly prohibited.

A complete Vendor Service Kit will be sent separately with all rules and regulations.

### **Pricing and Availability**

Pricing for Vendor Spaces in the Marketplace are as follows:

10 ft x 10 ft space with no table	\$425
10 ft x 10 ft booth space with a 6 ft table	\$475
PREMIER CORNER 10 ft x 10 ft booth space	\$525
PREMIER CORNER 10 ft x 10 ft booth space with table	\$575
10 ft by 20 ft booth space with no table	\$850
10 ft x 20 ft booth with two 6 ft tables	\$950
PREMIER 1 CORNER 10 ft x 20 ft booth	\$950
PREMIER 1 CORNER 10 ft x 20 ft with two 6 ft tables	\$1,050

Vendors can purchase the following directly from Hyatt Regency McCormick Place or Freeman Decorating Company Chicago from the Exhibitor Service Kit to be sent separately:

- Access to Electricity
- Dedicated Wifi
- Additional signage
- Furniture

The above prices are not negotiable for vendors. No refunds are offered for Vendor Spaces. 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 Marketplace on Friday, July 26 by 2:00pm 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 Marketplace participants at the convention. All vendor payments must be made at the time of reservation, or the vendor will forfeit their space. After the initial spaces are filled, Wakandacon will keep a waiting list of other interested vendors, to be filled on a first come first served basis.

All payments for spaces are to be made on the [Wakandaconforever.com](http://Wakandaconforever.com) website. Please email us at [kathy@wakandaconforever.com](mailto:kathy@wakandaconforever.com) for any questions about pricing. Incomplete payment by May 31st will result in forfeiting your reserved space.

1. Vendor fees are non-refundable.
2. Vendors will be provided with two badges and may purchase more at the same rate and cost as a normal attendee.
3. Wakandacon makes no guarantee as to the availability of space and reserves the right to limit space. There is a possibility for more tables to become available to a vendor provided that there is enough space and/or lack of payment from other vendors.
4. Vendor has read the **VENDOR CONTRACT TERMS AND CONDITIONS** and acknowledges that such terms and conditions are fully incorporated herein and are binding on the parties hereto.

### **Room set-up/space**

The Marketplace will be set up in S100 of the Hyatt McCormick Chicago. Anyone found selling wares outside of the Marketplace or any other strictly designated areas will be asked to leave. The booth space will be set up as a 10 ft by 10 ft space. Vendors can bring their own display or rent a 6 ft table. Each table rental will come with two chairs and a wastebasket. Vendors may rent more than one vendor space. We will try to accommodate all requests. Wakandacon will designate official service contractors to provide all services to the exhibitor other than supervision.

Electrical, plumbing, cleaning, telephone, security, drayage, rigging and catering services must be provided by the official contractor. The general contractor will have control of the dock and loading facilities and will receive direct and advance shipments and van loads, handle freight and provide all rigging labor and equipment. Full-time employees of an exhibiting company may deliver materials to McCormick Place via the designated self unloading/loading docks.

### **Additional**

Wakandacon takes no responsibility for items stolen, but will make reasonable accommodations to prevent theft.

### **WAKANDACON VENDOR CONTRACT TERMS AND CONDITIONS**

1. Wakandacon agrees to provide 10 ft by 10 ft space and if rented, 6 ft tables which will be located in the area designated "Marketplace" (S100). Wakandacon agrees to make said tables and exhibit space available to the Vendor by no later than 11AM on Friday, July 26 for load in and setup. Vendor agrees to vacate Hyatt McCormick Chicago premises by no later than 6PM on Sunday, July 28, 2019.
2. Wakandacon will provide two (2) Expo Hall/Exhibitor Badges. These Badges allow you admission to the Marketplace inside Wakandacon and all other spaces and events in Wakandacon. For events with special ticketing, vendors will purchase their own tickets.
3. Wakandacon makes no representations as to the number of attendees and/or customers who will be in attendance.

4. Subletting of tables is not permitted.

5. Vendor shall be responsible for the actual setup of its displays. Wakandacon 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 Wakandacon and Hyatt McCormick Chicago harmless for any personal injury or damage to goods that may occur.

6. The following activities are prohibited in the Marketplace 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 or illicit substances, sales of bladed weapons, sales of 18+ material.

7. All vendors shall have a signed copy of the Wakandacon Vendor Contract (this document) on file with Wakandacon. No vendor shall be allowed to sell merchandise or services at the convention without having a signed copy on file with Wakandacon. No party shall be allowed to sell merchandise or services outside of the space deemed "Marketplace" or in these areas outside of the given hours.

8. Vendors may play audio devices at low volume. Wakandacon reserves the right to determine the definition of 'low volume.' Furthermore, Wakandacon reserves the right to determine what audio content may be played during the hours of operation of the Marketplace. Any content played must not fall within our definition of "prohibited materials" as defined earlier in this contract.

9. All vendors must have begun set up of their tables on Friday, July 26th, 2019 by 2 PM, or send written notice of reason for being late no later than 1 week before the event. Booths 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 Wakandacon.

1. Vendor agrees to hold Wakandacon harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled tables.
2. If Wakandacon is cancelled because of an Act of God or other event beyond the control of Wakandacon, and the event cannot be rescheduled, there will be no refunds.
3. Any breach of the provisions of this paragraph 10 due to communication failures will be handled in a best faith manner.

10. 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.

11. 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. Wakandacon 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
- Burned or Bootleg video games

Wakandacon 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.

12. Vendors shall not display material which is deemed offensive or inappropriate. Wakandacon 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 Wakandacon policy, including but not limited to DVDs, illegal substances, 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. Wakandacon reserves the right to determine if the material in question is “adult” in nature.

13. 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 and retrieve their items the following morning.

14. The Marketplace will be locked overnight. Under no circumstances will it re-open until the posted time the next morning.

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

16. The Hyatt McCormick Chicago will lock the Marketplace after hours. Neither Wakandacon nor the Hyatt McCormick Chicago, however, are responsible for any loss or damage to Vendor’s property which may occur. Each exhibitor is responsible for safeguarding its goods, materials, equipment and exhibit at all times. Perimeter guard service will be provided by Wakandacon for the exhibition period, but neither the guard service nor Wakandacon will be responsible for loss of or damage to any property.

17. Vendors shall keep all designated areas clean and will not tape, nail, tack, staple or otherwise fasten to ceilings, doors, floors, glass, columns, painted surfaces, fabric or decorative

walls. Damage resulting from the improper and/or unauthorized installation of materials will be charged directly to vendor. Glitter is prohibited. 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. All space occupied by a vendor must be surrendered in the same condition as it was at the commencement of occupation. The vendor is responsible for removal of excess debris, bulk quantities of printed material, floor covering, all fixing/anchoring material including adhesives, carpet-tape, physical-anchors and any item other than that which can be easily removed by broom sweeping. Fixing/anchoring material, excessive booth materials and/or literature left in the booth at the end of the published exhibitor move-out date that are not labeled for outbound shipment will be considered abandoned and deemed as trash. The exhibitor will be charged for the removal and disposal of these items. Charges may include labor and dumpster fee assessed by the general contractor.

18. 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 closing of the convention. 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 fined. All booths must be manned at all times. Wakandacon 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 special requests but cannot guarantee location.

19. Selling of items by Vendors on convention grounds, which includes the stated event location and adjoining facilities, their parking lots, other than the Marketplace or any other designated area noted by Wakandacon is NOT allowed during the weekend of any Wakandacon 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.

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

21. Wakandacon 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 Marketplace during the run of the show.

22. Every effort has been made to ensure the accuracy of all information distributed by Wakandacon; however, up-to-the minute information is not always available. With this in mind, Wakandacon, Hyatt McCormick, McCormick Place and their contractors or agents make no

warranties as to the precise accuracy of floor plans issued in conjunction with or pertaining to the exhibition.

23. Members of the media with Wakandacon and Press may photograph, videotape or mechanically record the exhibit floor. Vendors may not deny a reasonable request to photograph or videotape an exhibit.

24. McCormick Place is a smoke-free facility. A smoke-free policy is enforced and in effect during installation, meeting operation and dismantling hours. Designated smoking areas will be provided and located out of doors by McCormick Place in accordance with Illinois state law.

25. All vendor matters and questions not covered by this vendor agreement are subject to the decision of the Wakandacon staff. This 2019 vendor agreement may be amended at any time by Wakandacon and all amendments shall be equally binding to all parties. In the event of any or all amendments or additions to these rules, written notice will be given by Wakandacon staff to vendors.

**Accepted by**

---

Full Name (Printed)

---

Name of Business or Legal Entity (Printed)

---

Signature

Date