

Electric City ComiCon (EC3) 2018 Artist/Vendor Contract

Convention Details

Location: Anderson County Main Library

300 N. McDuffie Street, Anderson, SC, 29621

Convention Hours: Saturday, August 4, 2018 10am-5pm

<http://www.andersonlibrary.org/events/electric-city-comicon/>

www.facebook.com/electriccitycomicon

864-260-4500

The Anderson County Library is offering tables to vendors and artists from the Southeast wishing to sell their work at the Electric City ComiCon.

- Artists/Vendors must be set up by 9:30am. Set-up begins at 8:00am. Tear-down is between 5-6pm, and all Artists/Vendors must provide their own personnel at the exhibit space between 10-5.
- All work must be family-friendly (PG-13) and available for purchase.
- Services offered must be immediate or commission-based.
- The Anderson County Library and EC3 are not responsible for financial transactions between Artists/Vendors and attendees.
- The Anderson County Library and EC3 do not charge for application or for exhibit space.
- Once your application and portfolio have been reviewed, EC3 will notify you about acceptance to be a vendor or artist at the event.
- **Submitted applications do not guarantee acceptance.**
- Applications can be submitted online through the Library's website.

1) Terms:

Electric City ComiCon, EC3, the convention, the con:

The specific event, occurring on Saturday, August 4th, 2018, between 10:00-5:00 pm.

Anderson County Library, Library, ACLS, ACL:

The physical location of the convention. The host of the EC3 and of the Artists/Vendors.

Staff:

Employees of the Anderson County Library, either working directly on the EC3, working at library service desks or working on library property during the event.

Artist/Vendor:

Any person or company (vendor, artist, bookseller, guest authors/artists, presenters) engaged in sales in the Artists'/Vendors' Alley during the convention.

Artists'/Vendors' Alley:

The specific location(s) of the totality of Artists'/Vendors' booths/exhibits, as determined by the Library and EC3.

2) Conditions:

The EC3 is a family-friendly, PG-13 event.

Any display or sale of adult material is strictly prohibited. The staff reserves the right to determine if materials are "adult." Display or sale of adult material is grounds for removal from the convention if materials are not removed immediately.

Artist/Vendor attire (including costumes/cosplay) must be neat, clean, and modest.

The library reserves the right to reject, eject, or prohibit any display, exhibit, or material, any Artist/Vendor, or any associated personnel that is not in accordance with EC3 values and with these restrictions.

Liability and Legal Responsibilities of Various Parties.

By agreeing to sell at EC3, Artist/Vendor agrees to hold the Electric City ComiCon and the Anderson County Library System forever harmless from any damages, loss, theft, cost, liability, act of God, terrorism, or other expense that arises from vending or exhibiting at this event. This agreement covers the entire convention event, from pre-show publicity, arrival, set-up, convention run, tear-down, to exit of show and of library property.

The Anderson County Library and the Electric City ComiCon in no way endorses any Artist/Vendor, their merchandise, exhibits, displays, beliefs, views, or actions. All Artists/Vendors are understood to be their own business entity and in no way reflect the views, beliefs, intentions, or purpose of the Anderson County Library or the Electric City ComiCon. Artists/Vendors do not represent the Library or the EC3 in any way.

All sales exchanges during the EC3 are strictly between the Artist/Vendor and the attendees. The EC3 is not party to, nor responsible for, any transactions between said parties.

Insurance policies, state and local sales tax, and all necessary permits are the sole responsibility of the Artist/Vendor.

EC3 makes no representation or warranty in regards to the number of convention attendees or the demographic nature of attendees.

The sale of pirated or bootleg materials is illegal and prohibited. Sales of such material will result in immediate expulsion and removal from consideration of future convention sales. The Artist/Vendor is responsible for understanding and following all copyright and trademark restrictions associated with their materials and sales.

Any damage to the convention or to the library is the sole responsibility of the Artist/Vendor responsible.

Artists/Vendors shall have a signed contract with EC3 on file with the staff, as well as a copy kept at their booth/exhibit.

The Anderson County Library and the Electric City ComiCon, as represented by any member of the staff, reserves the right to final determination of all matters pertaining to the use and function of Artists'/Vendors' Alley during the set-up, run, and tear-down of the show.

Cancellation by Artist/Vendor or by Library

The Library and the EC3 reserve the right to cancel any reservation at any time if the Library feels that the association with the Artist/Vendor does not promote the public values and interests of the Library or of the EC3.

If the EC3 is re-named, or re-scheduled within 30 days prior or 30 days after the current event date, or re-located within the same city, the contracts will remain in effect to the best ability of the Artist/Vendor.

If the EC3 is cancelled entirely, or re-scheduled to a date not within 30 days prior or 30 days after the current event date, or re-located outside of the same city, the contracts are dissolved and Artists/Vendors must re-apply.

Artist/Vendor cancellations must be submitted to the EC3 by mail or email 30 days prior to the event. If a cancellation is submitted after that time, Artist/Vendor waives the right to consideration for future events.

Promotional and Directional Materials

Fair Use: (from Merriam Webster) a legal doctrine that portions of copyrighted materials may be used without permission of the copyright owner provided the use is fair and reasonable, does not substantially impair the value of the materials, and does not curtail the profits reasonably expected by the owner

By agreeing to participate, Artist/Vendor understands that the Library and the EC3 has the right, within the bounds of Fair Use, to use, display, and reproduce the names, trade names, product names, descriptions, and visual of Artist/Vendor, merchandise, display, and booth/exhibit, in any format, for the purposes of promotion or direction in regards to the Electric City ComiCon or to the Library.

By agreeing to participate, Artist/Vendor agrees that the Library and the EC3 are permitted to take photographs of the Artist/Vendor, all personnel, and of the booth/exhibit area, before, during, and after the convention, and to use such photographs in any format for any Library or EC3 promotional or informational purpose.

Booth/Exhibit Assignment and Use:

The EC3 reserves the right to change the floor-plan or move individual booths/exhibits, displays, or the entire Artists'/Vendors' Alley, either prior to or during the event itself, for any reason.

The EC3 will provide wireless connections, but does not guarantee the strength or availability of such. Artists/Vendors are responsible for providing alternate methods of payment to attendees.

Any booth space or exhibit area granted to an Artist/Vendor does not imply that similar spaces, locations, or amenities will be available during future events.

Displays and materials must be arranged within the confines of their booth/exhibit space.

Strolling entertainment, advertisements located outside of booth/exhibit space, or roaming salespeople are all prohibited.

Covered drinks (closed bottles/Nalgene) permitted only within the booth/exhibit space. Food is permitted only in the library café or in specially designated convention eating areas.

Power strips are permitted. Power strips may not be "daisy-chained."

No permanent adhesives, tape, or nails, screws, or tacks may be used on any library property.

No music or sound effects may be played from any booth/exhibit.

Artists/Vendors are not permitted to sub-lease or “share space” with other, non-approved salespeople or companies.

All booths/exhibits must be fully stocked and open by 10:00 am, and must remain open, stocked, and staffed until 5:00 pm.

Set-up and tear-down are the sole responsibility of the Artist/Vendor.

Artist/Vendor, booth staff, and representatives must wear EC3-provided badges from the time of check-in until leaving library property.

Artists/Vendors are welcome to participate in any events or activities during the convention, provided that their booth/exhibit space is adequately staffed and supervised at all times.

Swords, knives, and other sharp objects, as well as devices that shoot any sort of projectile, are prohibited. No working weapons may be sold or carried during the EC3.

Alteration of Contract

EC3 or the Library reserves the right to alter or amend this contract at any time.