

INCONJUNCTION 31
Science Fiction and Fantasy Convention
July 1-3, 2011
Indianapolis Marriott East
7202 East 21st Street
Indianapolis, IN 46219

Vendor Information Packet and Vendor Agreement
Final deadline for payment: June 15

Contact Information:

InConJunction 31 -- Dealers' Room
P.O. Box 68514
Indianapolis, IN 46268-0514

E-mail contact:

dealersroom@inconjunction.org

Vendor Information

Please read this information packet and sign and submit the signature page to the Vendor Chair upon Dealer check-in at InConJunction 31.

You will be held accountable for the contents of this agreement. It will be assumed that you will have read it. As a rule, the convention will generally attempt (but is under no obligation) to contact vendors to resolve or otherwise inform them of problems or issues that may occur during the assignment of space and services.

Payment

Payment for your spaces and registrations must be received by June 15, 2011. If payment has not been received by this date (and arrangements have not been specifically made with the Vendor Chair), your table(s) may be re-sold.

Questions

Any questions or concerns should be directed to: dealersroom@inconjunction.org

DEALER ROOM SPACE & SERVICES

Configuration and Arrangement of Spaces

Multiple spaces reserved by a single vendor will be contiguous in their arrangement. Please be advised that while the convention will make reasonable efforts to meet special requests regarding space reservations and dealer room arrangements, all dealer room spaces and resources are ultimately reserved and arranged at the convention's discretion.

Special Information About Electrical Hook-Ups and Internet in the Dealers Room

The Marriott Indianapolis East has waived the fee for electrical hook-up for 2011. Vendors who have requested electrical hook-up must provide their own electrical cords. InConJunction will provide gaffers tape to secure electrical cords to the floor.

There is no internet access available in the dealers room.

Forbidden Items

The following items are forbidden to be sold in InConJunction's dealer room. This is not an exhaustive list. The permissibility of any item that you are uncertain about should be addressed to InConJunction's dealer staff, preferably before the convention.

- Bootleg items (figurines, toys, etc.) or copies of CDs or DVDs of any type
- Any merchandise on display that would not be deemed acceptable for viewing by all age groups

The dealer room staff and convention committee staff shall reserve final judgment regarding whether any given item is acceptable for sale in the dealer room. If an item is in question at the convention, the vendor chair or the con-chair will make the final decision. The convention may require the immediate removal of any item. Failure to comply will result in the immediate removal of the offending vendor from the dealer room and possibly the convention site without any form of refund or recompense.

Cancellation of Reservations

A vendor may cancel reservations for dealer room tables and services after payment has been sent so long as notification of cancellation is received in writing by the Vendor Chair at dealersroom@inconjunction.org. A refund may be issued if the table space can be re-sold. In this case, fees will be returned to the vendor in the form of the vendor's original payment.

InConJunction reserves the right to cancel a reservation at any time without prior notification and without providing a specific explanation. In this event, the vendor will be refunded all registration fees paid to InConJunction. In this event, InConJunction shall not be liable for any other costs incurred by the vendor as a result of contract cancellation, including but not limited to travel, lodging, and freight expenses.

DEALER ROOM OPERATION

Vendor Access to Dealer Room and Vendor Passes

Vendors will be allowed access to the dealer's room during set up hours as listed below. They are also allowed access an hour prior to customers' entrance and up to 30 minutes after the closing of the dealer's room on Friday and Saturday. If a vendor requires access to the dealer's room after hours they must contact the Vendor Chair to be escorted into the room. Please be advised that after-hours entrance may not be allowed at certain times due to hotel policy.

Exhibit Staffing

Vendors must staff booths during Dealers Room hours with individuals who can effectively explain all products on display. Each staff member must wear an official exhibitor identification badge. **For liability reasons, InConJunction staff members cannot monitor or operate any table.** If a vendor's space must be left unattended for any time during operating hours, the table(s) and merchandise should be covered. Neither InConJunction nor the Marriott Indianapolis East is responsible for any damage or loss sustained to any unattended exhibits.

Setup and Tear-Down

Setup will take place on Friday, July 1, between the hours of 8:00am and 1:00pm. (There will also be limited availability on the evening of Thursday, June 30, starting after 4pm.) Tear-Down may begin on Sunday, July 3, after the Dealers Room closes at 3:00pm and all customers have been cleared from the room.

Forfeiture of Unclaimed Space

Unless prior arrangements are made with the Vendor Chair and/or the chairperson of InConJunction, a vendor, or representative of said vendor, who does not arrive by the time the dealer's room closes on the Friday of the convention forfeits any tables they have purchased, and in case of a forfeiture, no refunds will be given.

Placement of Displays, Signage, and Other Temporary Fixtures

Decorations, signs, banners, or any other form of signage may not be physically fastened (i.e., with nails, tacks, staples, duct tape, or other similar fasteners) to any part of the floor, wall, or ceiling in the dealer room without the express permission of the Marriott Indianapolis East administration. (Convention staff should be notified upon the receipt of permission if it is given).

All freight and exhibit material must enter the facility through designated loading doors. Loading and

unloading of vendor materials is the sole responsibility of the vendor. InConJunction staff will not be able to assist with this task.

Vendors are responsible for the removal of all materials at the conclusion of the convention.

Displays and Arrangements

Displays must conform to electrical safety rules and fire safety regulations.

Displays must be contained within the allotted space for each vendor, and may not extend into the aisle space, or impede free movement of anyone. The convention staff reserves the right to request that displays/merchandise be adjusted or relocated to comply.

Displays must be self-supporting, regardless of table configuration. It is the responsibility of the vendor to ensure that all displays are in compliance. If a display is deemed unsafe, the convention staff reserves the right to require that it be adjusted to comply, at the vendor's expense. (Sandbags may be available for lease from the hotel's approved drayage company.)

Displays must be appropriate for all ages.

All merchandise must be displayed in a manner that is professional in appearance and easily accessible to patrons. Items for sale can be arranged on the tables provided and/or on the vendor's own display equipment, provided that said display equipment is not deemed inappropriate or unsafe by the hotel or convention staff. Merchandise should not be displayed or sold directly from storage/shipping boxes or crates.

The volume of audio presentations (musical instruments, CD players, radios, televisions, or any other noise-making machines) must be kept at a reasonable level that will not interfere with other exhibitors or add unduly to the general background noise level. The convention staff reserves the right to request that the volume of any presentation be lowered.

Selling Policies

The selling of merchandise from any location on the convention site other than the dealer room is prohibited, without express written consent of the convention. Any vendor found violating this policy will be in violation of this contract and will be promptly evicted from the premises without refund of any registration fees.

State and Local Laws

It is the responsibility of the vendor to know the requirements and to obtain the appropriate licenses or permits for vending in the State of Indiana, Marion County, and the City of Indianapolis.

SAFETY & SECURITY

Convention and Dealer Room Security

The convention has a zero tolerance policy regarding shoplifting. Anyone observing a shoplifter should immediately inform a member of the convention staff, who will alert the proper authorities. For their own safety and the safety of other surrounding persons, vendors are discouraged from attempting to detain shoplifters themselves. When all persons have left the dealer room each night during which the

convention is operating, the room will be secured against access for the night.

Force Majeure

InConJunction shall not be liable for failure to perform its obligations under this agreement as a result of strikes, riots, acts of God, or any other cause of any kind whatsoever beyond InConJunction's control.

Liability

The vendor must surrender the occupied space in the same condition as it was at the commencement of occupation. The vendor shall assume all responsibility for damage to the exhibit hall by reason of their exhibit and shall indemnify and hold harmless the exhibit facility, InConJunction and their representatives for all liability for injuries to any person or for damage to property owned or controlled by the vendor, which claims for damage or injuries may be incident to, arise from, or be in any way connected with the vendor's occupation of display space. The vendor, on signing the agreement, expressly releases and indemnifies the aforementioned from any and all claims for such loss, damage, or injury.

The vendor freely accepts full and total responsibility for the conduct of all persons acting as agents of the vendor, thus indemnifying InConJunction from the consequences of or any liability arising from the actions of those persons. The vendor understands that neither InConJunction nor the convention facility maintains insurance covering the vendor's property and it is the sole responsibility of the vendor to obtain such insurance.

Vendor Agreement

Turn in this completed page upon vendor check-in.
Please print unless otherwise indicated.

Please note that the Convention Chair and the Vendor Chair are the final word on all matters regarding the dealer room. This agreement is a written form of the rules, requirements, and expectations that those persons will enforce. Should any situation that is not covered by the contract arise, it will be dealt with in an appropriate manner by the Vendor Chair and possibly the Con-Chair as necessary.

The undersigned person, being a duly appointed representative of the independent commercial entity (the vendor) named in this agreement (generally throughout and specifically below), do hereby agree to abide by the terms of this agreement. By signing and dating this document, I acknowledge that I have read, understood, and agreed to this contract in its entirety. The signing representative agrees that the terms of this contract will also be adhered to by all agents representing this vendor at InConJunction. The vendor acknowledges that any breach of the terms of this agreement from the time that it is signed, until the termination of its terms as specified in the contract may result in the voiding of all terms and the termination of said vendor's participation in InConJunction without refund or recompense of any fees or costs incurred.

I, _____, being the owner or a duly appointed

representative of the business _____, do hereby agree to relieve InConJunction of any share of responsibility for any direct or indirect consequences resulting from the sale or possession by attendees of InConJunction 30 of merchandise sold by the business I represent at the convention. I acknowledge that it is my responsibility or the responsibility of other individuals representing this business to inform convention attendees who purchase merchandise sold by the business of any potential risks to person or property that may result from the possession or use of said merchandise. I further make the claim that I and all other individuals who will represent this business at InConJunction 30 have read and agreed to adhere to all terms of the InConJunction Vendor Agreement that regard safety, security, and the conducting of business at the convention. The representatives of the aforementioned business will make all appropriate efforts to cooperate with the hotel and convention staff in the assurance of the safety and well-being of the attendees of the convention with respect to dealer room merchandise sold by the business.

(Signature of business owner)

(Date)

Please retain a copy of this agreement for your records.

(Signature of InConJunction Vendor Staff)