

## 2021 Merchant/Artist Agreement & Registration

Vendor/Business Name:
Description of Wares/Activity:
Contact Name:Phone
Mailing Address:
City/State/Zip:
Website:
AMA-CON 2021 will take place July 31
☐ One vendor space at \$35
☐ Additional spaces at <b>\$20 each</b>
☐ <b>AMA-CON</b> is awesome! Please accept my additional donation of to support <b>AMA-CON</b> and other projects sponsored by Friends of the Amarillo Public Library.
☐ Total Amount enclosed:  Please make checks payable to Friends of the Amarillo Public Library.
Merchant and Artist Spaces are 12' x 12'.  You will need to provide all items for your booth, including tables and chairs.  Awnings are optional but encouraged.  Electricity is not available at this outdoor event, but generators are permitted.
I understand that submission of this vendor application constitutes agreement to all AMA-CON policies.
Merchant/Artist Date
For office use only Date naid Cash Check PayPal Receipt #





## AMA-CON VENDOR POLICY

AMA-CON is hosted by Friends of the Amarillo Public Library—a private, not-for-profit organization which reserves the absolute right to determine who may participate. The Friends group has created the following VENDOR POLICY to promote the safety and enjoyment of AMA-CON for all participants. Any organization or individual reserving a booth or gaming area at AMA-CON is considered a vendor and is subject to this vendor policy. Failure to comply with any part of this policy is grounds for ejection from the con and exclusion from future AMA-CON events.

- 1. **AMA-CON** is designed to allow fans to celebrate the best of pop culture in a safe, fun, and supportive environment. **AMA-CON** has zero-tolerance for harassment of any kind. Be nice. Anyone—vendor, artist, gamer, or participant—who cannot maintain standards of polite behavior will be asked to leave the con and may be excluded from future **AMA-CON** events.
- 2. Vendor will hold harmless AMA-CON, Friends of the Amarillo Public Library, the City of Amarillo and all its departments including but not limited to the Amarillo Public Library, Amarillo Parks and Recreation, and the Amarillo Police Department, 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 resulting from storms, acts of God, theft, pilferage, mysterious disappearance, bomb threats or any other cause whatsoever. All items brought to AMA-CON are displayed at Vendor's own risk, and should be safeguarded at all times.
- 3. Exhibitor agrees that **AMA-CON** shall not be liable in the event of any errors or omissions in directory listings or in any promotional material. **AMA-CON** makes no guarantee with respect to the number of Exhibition attendees or the demographic nature of attendees.
- Merchants and artists take part in AMA-CON on a first come, first served basis. Preferential booth space is given only to AMA-CON sponsors.
- 5. All booth assignments are final and may not be transferred to another party. While two or more artists or organizations may elect to share a booth, AMA-CON must be informed about all booth participants at the time reservations are made.
- Subletting of booths is strictly prohibited. Subletting booths is grounds for ejection from the con and exclusion from future AMA-CON events.
- 7. A vendor space is 12' x 12'. Merchants are responsible for set-up and must bring everything needed for the con, including awning, tables, chairs, etc.
- 8. **AMA-CON** will make every effort to grant *reasonable* configuration requests from vendors purchasing multiple spaces. However, many factors affect placement and decisions made by **AMA-CON** staff are final.
- 9. Merchants and artists may only sell at their designated area or booth space. Vendors are welcome to explore the con, but sales and other activities must remain within the designated space. Roving sales or booth promotions are not permitted and are grounds for ejection from the con at the discretion of **AMA-CON** staff.
- 10. Texas law allows only certain charitable and nonprofit organizations to conduct raffles to support their charitable causes. Raffles, or other games of chance, conducted by individuals, for-profit businesses, or unqualified charities are not permitted at **AMA-CON**.
- 11. Vendors may play audio devices at low volume. **AMA-CON** reserves the right to determine the definition of 'low volume' and to place noise restrictions on any activities that interfere with enjoyment of the con by other participants.
- 12. **AMA-CON** is a family friendly event. Display of Items "intended for mature audiences" is prohibited, and such items may not be sold to minors. **AMA-CON** reserves the right to determine if material is for mature audiences and to direct vendors to adjust displays accordingly. Failure to comply with these directions is grounds for ejection from the con without warning and without refund.
- 13. Items such as costume props or weapons which would violate the **AMA-CON** Cosplay policy may be sold provided they are given to the buyer in secure packaging as approved by Amarillo Police Department officers working with **AMA-CON**. Vendors intending to sell such items are responsible for contacting the Vendor Coordinator prior to the con to arrange for inspection and approval of these wares. The sale of firearms or sharp-edged weapons which cannot be secured into a sheath or casing is strictly prohibited.
- 14. 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.
- 15. 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. AMA-CON reserves the right to inspect and/or eject questionable material at any time. This includes, but is not limited to, bootlegged videos, fan-subbed videos, bootlegged (burned) audio CDs, VCDs, and DVDs, burned or bootlegged video games (e.g. Playstation, Dreamcast). AMA-CON 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.
- 16. Merchants and artists may begin set-up at any time on the morning of Saturday, July 31. AMA-CON staff will be on-site by 7 AM. Any merchants arriving before that time are responsible for ensuring they are set up in the correct space. Vendors selling food or drinks of any kind are responsible for obtaining the appropriate temporary food establishment permit from the City of Amarillo Environmental Health Department. Exemptions might be obtainable for certain pre-packaged items, but that exemption must come from Environmental Health. AMA-CON, Amarillo Public Library, Friends of the Amarillo Public Library, and Amarillo Parks and Rec do not have the authority to make such exemptions.
- 17. **AMA-CON 2021** hours are 9 AM to 1 PM on Saturday, July 31. Registration/check in for the Cosplay Fun Walk will begin at 8 AM. Merchants and artist booths may open early, but must be open and ready for business by 9 AM on Saturday.
- 18. Vendors are responsible for completely clearing their vendor space, including empty boxes and other refuse.
- 19. Registration fees are non-refundable after June 21. PayPal transactions are subject to a \$10 service fee for cancellations.
- 20. We expect AMA-CON to take place, "rain or shine." We will close the con only in case of severe weather and safety concerns per the National Weather Service. We will notify all vendors via email as soon as the decision is made. Vendors will receive a refund if we decide to close before the con begins. Refunds may not be applied to booth fees for AMA-CON 2022.
- 21. **AMA-CON** 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 con.
- 22. Submission of registration constitutes agreement to all AMA-CON regulations and policies.