



Empowering Our Kids To Be Super!

Vendor Application March 16-17, 2019 New Braunfels Civic Center

How to Register: Return completed form for Vendor Space By E-Mail: HillCountryCC.com

1. Vendor Options:

A. Indoor 10X8 Booth Inline: \$175.00 X _____ = _____

Indoor 10X8 Booth Corner: \$225.00 X _____ = _____

Contributing: Additional \$150.00 to be listed as a featured Vendor on website-requires vector logo, set-up pictures, and short bio

Contributing Fees Yes or NO: _____

2. Directory Listing Info:

A. Legal Business Name and TAX Identification Number _____

B. Primary Contact Name, Title, Phone Number, Email Address _____

C. Address (Business) _____

3. Products & Services (check one): Retailer Artist Distributor **Please attach a picture of your display with products

Description of Products and/or Services _____

For Office Use Only:

Amount paid: _____ cash check/mo# _____

Rec'd by: _____ Date: _____ Notes: _____

COMPLETING THIS APPLICATION IS NOT A GUARANTEE OF SPACE. Please keep a FULL copy of your application. # of Tables - \$ _____ X _____ = _____

of Tables - \$ _____ X _____ = _____

Contributing \$ - Yes or No _____

Grand Total: \$ _____

Placement of your booth and/or table is at HCC's sole and absolute discretion. Electricity is only available through coordination with facility for facility set prices dependant on accommodations needed. Where on the exhibit floor would you prefer to be located in order of preference? _____

I have read and understand the general terms and conditions and understand that this application is not a guarantee of space.

8. Authorized Signature (read, sign and print name):

By signing below, I hereby acknowledge that I have read, understand, and agree to be bound by both the General Terms and Conditions and Rules and Regulations for Vendors (collectively the "HCC Rules"). I further acknowledge that failure to abide by the HCC Rules may result in the loss of my Vendor Privileges without recourse or refund. Contracted vendor space that is not fully set-up by one hour before the show opens will be released to HCC. By signing below you agree to allow HCC or its agents and representatives to contact you by phone, fax and/or email with information and special offers regarding HCC and its shows, services and products. COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OR NEGOTIATION OF PAYMENTS OR DEPOSITS BY HCC SHALL BE CONSTRUED AS PAYMENT

Print Name

Signature

HCC Authorized Signature Title/Date

Please keep a FULL copy of your application *Any unauthorized amendments to this contract are null and void





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GENERAL TERMS AND CONDITIONS

1. **Defined Terms** The term "Event" means Hill Country ComiCon currently scheduled to be held on March 16-17, 2019 ("Event Dates") at the New Braunfels Civic Center ("Exhibiting Facility"). The Event is owned, produced and managed by Hill Country ComiCon ("HCC"). As used hereinafter, the term "Organizer" means, collectively, HCC, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Vendor" means, collectively (i) the company, or any other business entity, or person that applied for vendor space rental and agreed to enter into this contract upon acceptance by HCC in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable. "Contributing" shall constitute as monetary contributions in addition to vendor fees used for implemented promoting, charity, or sponsorship to be determined upon HCC sole discretion per individual contributing agreement.

2. **Contract Acceptance** This contract shall become binding and effective upon contract signed by Vendor and counter-signed by a duly authorized representative of HCC.

3. **Assumption of Risks** A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms.

Releases Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Vendor, whether caused by negligence, intentional act, accident, act of God or otherwise. Vendor has sole responsibility for its property or any theft, damages or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibiting Facility accepts responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Organizer nor the Exhibiting Facility shall be liable for, and Vendor hereby fully and forever release and discharge the Organizer and the Exhibiting Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counterclaims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Vendor's participation and/or presence in the Event. Vendor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Vendor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

4. **Indemnification** Vendor shall on a current basis, indemnify, defend (with legal counsel satisfactory to HCC in its sole discretion) and hold Organizer and the Exhibiting Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with (a) Vendors' participation or presence at the Event; (b) any breach by Vendor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Vendor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Vendor; (f) harm or injury (including death) to Vendor; and (g) loss or damage to property or the business or profits of Vendor, whether caused by negligence, intentional act, natural disaster, accident, act of God, theft, mysterious disappearance or otherwise. Vendor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

5. **LIMITATION OF LIABILITY** UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EXHIBIT FACILITY BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZERS MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO HCC BY VENDOR FOR VENDOR SPACE RENTAL PURSUANT TO THIS CONTRACT. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

All Vendors Sign Here (required)

X _____
Company Name _____





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6. Vendor Qualifications HCC, in its sole discretion, reserves the right to determine whether a prospective vendor is eligible to participate in the Event. HCC reserves the right to restrict or remove any Vendor which HCC, in its sole discretion, believes is objectionable or inappropriate. Vendors are required to register and be listed by legal business name; vendors have no authority to lease/sublease spaces therefore subleases are not allowed and each business must be registered individually but are allowed to be processed for a shared space with separate (modified) processing fees; essentially vendor space will register with according fees per business per assigned vendor space but can be processed on one application should more than one business elect to request a shared vendor space--unregistered businesses will be removed from the Event. Vendors with licensed services and/or licensed products relating to comic books/strips, animation, and/or other related popular culture items are eligible to vend. No adult materials may be displayed or sold without prior written permission of HCC. Counterfeit/Unlicensed merchandise is not permitted; upon 1 warning of questionable merchandise, Vendor agrees, in advance, to remove unlicensed merchandise from the Exhibiting Facility which may or may not include any and all similar unlicensed merchandise not in original complaint at the time of warning (i.e., multiples in stock, items in varieties of color, versions or editions, and shape/sizes of the product). Upon second inspection, additional or repeat occurrences will be deemed as failure to comply and will result in Immediate loss of Vendor Privileges regardless of time in day without recourse or refund. Vendor will also assume booth costs upon non-compliance ejection and will be billed total costs associated with booth upon completion of the Event (i.e., pipe/drape, processing). Additionally, Vendors are encouraged to (anonymously) report unlicensed merchandise and will remain an anonymous source upon reporting said violations to an HCC official for investigation. Food Vendors will be asked to include one special featured menu item for the event or a percentage discount for attendees; associated contributing vendors will have a marketable logo for promotional use and/or appropriate site content, to be used at HCC discretion.

7. Space Assignments Vendor space shall be assigned by HCC at its sole discretion for the Event for Event Dates only. Any such assignments do not imply that similar space(s) will be assigned for future events held by Organizer. HCC reserves the right to change floor plans or to move a Vendor to another booth location prior to or during the Event if HCC in its sole discretion determines that to do so is in the best interest of the Event to include but not limited to other public safety measures such as Fire Marshall requests. Vendors may use personal booth name materials which may or may not cover or block HCC issued booth listing materials and may or may not differ from HCC provided booth name materials upon Vendor discretion, however--Vendor must maintain consistent business name labels visible for attendees throughout the Event. Vendors are required to use legal business name on HCC provided booth name listing, as expressed in Section 6, and will not remove said HCC issued Vendor name at any time during Event; removal of HCC provided booth name shall result in 1 warning AND \$25.00 fine, upon additional occurrence, if Vendor fails to abide by HCC Rules vendor may incur the loss of Vendor Privileges without recourse or refund and regardless of time of day. Vendor will also assume booth costs upon non-compliance ejection and will be billed total costs associated with booth upon completion of the Event (i.e., pipe/drape, processing). Unused spaces are non-transferable and will be returned to HCC at its sole discretion; as stated in Section 6 in Vendor Qualifications, each business must be registered per space, even more so in the event that stipulates more than one business elects to share a space. Vendors will adhere to assigned space in accordance with this contract.

8. Vendor Cancellation: Vendors who cancel vendor space less than 60 days prior to the opening day of the Event, but more than 30 days prior to the opening day of the Event will be refunded total due, less \$100.00. There will be no refunds for cancellations made less than 30 days prior to the opening day of the Event.

9. HCC Cancellation HCC may terminate this contract immediately (and Vendor's participation in the Event) without further notice and without obligation to refund monies previously paid upon failure to make full payment required by this contract. Additionally, Returned checks and/or insufficient funds will incur a \$25.00 processing fee. HCC is exclusively authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor from any liability hereunder. HCC may also terminate this contract effective upon verbal or written notice of termination by an authorized HCC Representative if Vendor breaches any of its obligations under the contract without any obligations, expressed or implied, on HCC's part to refund any payments previously made and without releasing Vendor from any liability arising as a result of or in connection with such breach. If HCC removes or restricts any vendor which HCC considers to be objectionable or inappropriate, no refund will be due to Vendor. Vendor will also assume costs associated with space upon non-compliance ejection to include but not limited to pipe/drape and other costs and will billed associated costs upon Event completion. See also Sections 6 and 7 for more information on "HCC Cancellation" due to non-compliance.

10. Cancellation of the Event If HCC cancels the Event due to circumstances beyond the reasonable control of HCC (such as acts of God (natural disaster), acts of war and/or terrorism, fire, governmental emergency, labor strike or unavailability of the Exhibiting Facility) HCC shall refund to each Vendor its vendor space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Vendor. HCC reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If HCC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Vendor; provided however, HCC shall assign use of such space to Vendor pursuant to the terms of this contract. If HCC elects to cancel the Event other than for reasons previously described in this paragraph, HCC shall refund to each Vendor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Vendor.

All Vendors Sign Here (required)

X _____
 Company Name _____





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11. **Vendor Space-Occupancy** Hours and dates for installing, occupying and dismantling vending spaces shall be those expressly specified by HCC. Per posted signage at Exhibiting Facility, loading docks are not authorized parking zones and Vendors will assume any and all costs associated with non-compliance municipal initiated sanctions; Vendors must not park in the loading dock to conduct “set-up” for displays and are strongly encouraged to plan ahead and obtain adequate help to unload and set-up spaces. If Vendor fails to install its display in assigned space by one hour before show opens or leaves its space unattended during the Vendor hours, HCC shall have the right to take possession of the space and no refund will be due to Vendor. All vending spaces must be open for business during the Event hours. Vendors are discouraged from dismantle of display until the Event is officially closed by HCC. Vendors do not have authority to assign their space to third parties without prior written approval from HCC as this will be deemed a blatant attempt to evade the application process and is also considered a direct attempt at cost evasion associated with costs of vendor space. There is a zero tolerance policy for space squatting.

12. **Listings and Promotional Materials** By Vendors’ participation in Event, Vendor expressly grants to HCC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Vendor in any directory (print, electronic or other media) listing the Vendor companies at the Event and to use such names in HCC promotional materials. HCC shall not be liable for any errors in any listing or descriptions or for omitting any Vendor from the directory or other lists or materials. Vendor agrees that HCC may also take photographs of Vendor’s booth space, display and personnel during, before or after the open hours of the Event and use such photographs for any HCC promotional purpose.

13. **Care of Exhibiting Facility** Vendor shall promptly pay for any and all damages to the Exhibiting Facility or associated facilities, booth equipment or the property of others caused by Vendor.

14. **Taxes and Licenses** Vendor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Vendor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. See also Section 6 for Vendor Qualifications and non-compliance procedures;

15. **Copyrighted Material** Vendors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Vendor will assume any and all sanction fees associated with copyright infringement. See also Section 6 regarding licensed materials and ejection procedures and fees allotted per non-compliance; non-compliance may result in Immediate loss of of Vendor Privileges regardless of time in day without recourse or refund and Vendor will also assume booth costs upon non-compliance ejection and will be billed total costs associated with booth upon completion of the Event (i.e., pipe/drape, processing).

16. **Observance of Laws** Vendor shall abide by and observe all federal, state and municipal laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibiting Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Vendor shall construct its exhibits to comply with the Americans with Disabilities Act.

17. **Additional Terms and Conditions** HCC has sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by Vendor shall be deemed fully earned and non-refundable at the time of payment. Vendor shall conduct itself at all times in accordance within normal standards of decorum and good taste. In addition to its right to close a vendor space and withdraw acceptance of the contract, HCC in its sole judgment may refuse to consider for participation in future events held by Organizer a Vendor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of HCC and shall be considered null and void unless otherwise signed by said authorized HCC representative. Vendor may not assign this contract or any right hereunder nor may Vendor sublet or license all or any portion of its vendor space without the prior written consent of HCC, which consent shall be in HCC's sole discretion.

18. **Vendor Information Guide** Approximately six weeks from the Event, HCC will send a Vendor Information Guide to the Primary Contact listed on the front of this agreement. The Vendor Information Guide will include information integral to participation at the Event, including but not limited to additional Vendor rules and regulations, official contractor order forms, registration, shipping, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

19. **Incorporation of Rules and Regulations** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by HCC in its sole discretion. HCC may exclusively adopt/adapt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Vendor. Any such rules and regulations (whether or not included in a Vendor Information Guide or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Vendor shall observe and abide by additional regulations made by HCC as soon as these additional rules or regulations are communicated to Vendor. This contract (including the Vendor Information Guide and any additional rules or regulations amended by HCC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

20. **Governing Law** This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely
All Vendors Sign Here (required)

X _____
Company Name _____





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performed within such state. Vendor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Vendor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in New Braunfels, Texas.

21. **Character of Displays:** Use of Aisles and Common Areas Distribution of samples and printed matter of any kind, and any promotional material is restricted to the Vendor booth. All vendor spaces shall display products or services in a tasteful manner as determined in HCC's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of HCC and no signs, decorations, banners, advertising material or special displays will be permitted in any of these spaces except by written permission of HCC. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Vendor only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of another Vendors' display space is prohibited.

22. **Sound Advertisements** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected, within reason, outside of the vendor booth. Vendors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. HCC reserves the right to determine sound interference with others and Vendor shall comply with any request by HCC to discontinue any such sound or music. See also Section 15 regarding permissions to include copyrighted material, to include music as stated herein.

23. **Fire and Safety Laws** Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Vendor Information Guide. Food Trucks must maintain adequate permits and adhere to Fire and Safety Guidelines as needed per municipal enforcement.

24. **Rights of Offset;** Enforcement In the event Vendor is indebted to HCC, whether or not such indebtedness arises from this or any other agreement or breach of agreement, HCC shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Vendor to such other indebtedness in the event legal action is filed by HCC to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

25. HCC will provide to you from time to time additional materials which will specify additional terms and conditions for your participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "General Terms and Conditions") are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. You hereby agree that all information containing terms and conditions provided to you by HCC shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.

All Vendors Sign Here (required)

X _____

Company Name _____



