



# 2023 Exhibitor Application

## STEP 1: Check Category In Which You Would Like To Exhibit

Vendor\_\_\_ Artist\_\_\_ Crafter\_\_\_

Name \_\_\_\_\_ Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## Step 2: Booth Pricing

<u>Vendor Booths</u>	<u>Artist or Crafter Booth</u>	<u>Guaranteed Corner Booth Placement Fee</u>	<u>Additional 6 foot Table</u>
10x8 foot \$250	8x6 foot \$150	(For Vendor Booth Only)	\$10
20x8 foot \$450		\$50	

## STEP 3: List Desired Number of Booths & Calculate Cost

\*10x8 Vendor Booth\_\_\_ \*Artist Booth\_\_\_ \*Guaranteed Corner Booth Placement\_\_\_ \*Additional 6 foot Table\_\_\_  
 \*20x8 Vendor Booth\_\_\_ \*Crafters Booth\_\_\_

Total Booth Fees \$ \_\_\_\_\_

### Making Payment by Mail:

Complete Exhibitor Application.  
 Make Check payable to:  
**Memphis Comic and Fantasy Convention**  
 Mail Exhibitor Application and Check to:  
 MCFC, 925 Colonial rd. Memphis TN 38117

### Making Payment Online:

Visit **memphiscfc.com**  
 Go to the ARTIST AND VENDOR BOOTH Page  
 and follow payment instructions.  
 Scan completed Exhibitor Application and email it  
 to: memphiscfc@gmail.com

I, the undersigned agree to the terms of this agreement

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

# Memphis Comic and Fantasy Convention 2023

## Notes for Vendors, Artist's and Crafters

### Note to all Exhibitors:

The Memphis Comic and Fantasy Convention seeks to create a Family Friendly environment. No Explicit or Adult content will be allowed to be displayed in the Exhibitors Room. Organizer reserves the right to restrict or remove any items being sold or displayed by any Vendor, which Organizer, in its sole discretion, believes, is objectionable, inappropriate or illegal.

### Note to Retailers:

In fairness to your fellow retailers, we ask you to list the categories of items you intend to sell. Once your list has been submitted, you will only be able to sell items from the categories on that list, unless express permission is given to you by the Memphis Comic and Fantasy Convention.

### Description of Items to be sold:

---

---

---

### Vendor Booth Layout:

\*Each 8x10 Vendor Booth will have one standard 6foot table, one black table cloth, and 2 chairs. (Additional chairs are available upon request at no extra charge.) Each 8x10 Vendor Booth comes with 2 MCFC 3 Day Passes.

\*Each 8x20 Vendor Booth will have two standard 6foot tables, 2 black table cloths, and 4 chairs. (Additional chairs are available upon request at no extra charge.) Each 8x20 Vendor Booth comes with 4 MCFC 3 Day Passes.

### Artist and Crafter Booth Layouts:

\*Each 8x6 Booth will have one standard 6foot table, 1 black table cloth, and 2 chairs. (Additional chairs are available upon request at no extra charge.) Each 8x6 Booth comes with 2 MCFC 3 Day Passes.

### Note to Artist's and Crafter's:

All art sold from your booth must be your own work. If you wish to sell work other than your own, please register as a Vendor.

### Booth Placement:

We will make every effort to accommodate your placement requests; however priority is given to those Exhibitors who register first.

### Payment:

To secure your booth space, a minimum of 50% payment is required as down payment. Final payment is required by no later than September 5, 2023.

### Cancellation Policy:

If you cancel your booth space by August 1, 2023, you will receive a full refund. From August 2, 2022 to September 4, 2023, you will receive a 50% refund. There after no refunds will be given. Upon opening day of the convention, Exhibit space not fully set up by one hour before the show opens will be released.

### Booth Selling & Booth Sharing:

No Booth selling or sharing will be permitted, unless express permission is granted by the MCFC.

### Memphis Comic and Fantasy Convention Anti-Bootleg Policy:

Be advised that the sale and display of any merchandise (including, but not limited to video tapes, DVD's, CD's, and Artist's rendering's in lithograph, computer printout, or any other item, form, or format) shall only be allowed where the merchandise has been packaged by an approved license holder for the property(s) depicted and does not violate the rights of the rights holder to the property(s) depicted, including in respect to copyright and trademark. Vendors may be asked to provide documentation establishing such packaging, authorization and authenticity, and must be prepared to produce it upon request. The Memphis Comic and Fantasy Convention do not permit the sale of "bootleg" or unauthorized merchandise at our show. By attending our Show, each vendor agrees that any unauthorized merchandise or material for which the vendor is without documentation proving that the items have been packaged by an approved license holder for the property(s) will be asked to leave the convention, and no booth refunds be made to any vendor removed from the premises for selling "bootleg" merchandise, which removal shall be at the sole discretion of the Memphis Comic and Fantasy Convention. Any vendor in possession of any material where the vendor is unsure whether the merchandise may be "bootleg" should not bring any such merchandise to the Show or onto the floor.

# Tedious Legal Disclaimers

## **Assumption of Risks & Releases:**

You expressly assume all risks associated with, resulting from or arising in connection with your participation or presence at the Convention, including, without limitation, all risk of theft, harm, damage or injury to the person (including death), property, business or profits of yours, whether caused by negligence, intentional act, accident, act of God or otherwise. You have full responsibility for your property or any theft, damage or other loss of such property (whether or not stored in any courtesy storage area). Neither Organizer nor the Convention Facility accepts responsibility, nor is a bailment created, for property delivered by or to you. Neither Organizer nor the Convention Facility shall be liable and you hereby fully and forever release and discharge the Organizer and the Convention 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, counter-claims, 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 your participation and/or presence in the Convention. You acknowledge that there is a possibility that subsequent to the execution of this contract, you 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 you at the time may have materially affected its decision to execute this contract. You acknowledge and agree that by reason of this contract, and the releases contained in this section ("Assumptions of Risks and Releases"), you are assuming any risks of such unknown facts and such unknown and unsuspected claims.

## **Indemnification:**

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

## **Limitation of Liability:**

Under no circumstances shall Organizer or the Convention Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts 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 Organizer by you for convention space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Convention or regarding any other matters.

## **Binding Arbitration:**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Memphis Tennessee or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the entertainment or hospitality industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

## **Cancellation of the Convention:**

If Organizer cancels the Convention due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Convention Facility) Organizer shall apply the vendors booth payment over to the next scheduled convention the following year. Organizer reserves the right to cancel, re-name or re-locate the Convention or change the dates on which it is held. If Organizer changes the name of the Convention, relocates the Convention to another Convention facility within the same city or changes the dates for the Convention to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Convention originally was scheduled to be held, no refund will be due to you; provided however, Organizer shall assign use of such space to you pursuant to the terms of this contract. If Organizer elects to cancel the Convention other than for reasons previously described in this paragraph, Organizer shall refund to each Vendor its entire table space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to you.

**Care of Convention Facility:**

You shall promptly pay for any and all damages to the Convention Facility or associated facilities, table equipment or the property of others caused by you. If you give away free samples of food or drink, you will be bound by and will follow the Convention Facilities guidelines with regard to such samples. Organizer reserves the right to cause you to immediately cease all distribution of food and drink, even free samples, at Organizer's sole discretion.

**Copyrighted Materials:**

Vendors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Convention unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**Incorporation of Rules & Regulations:**

Any and all matters pertaining to the Convention and not specifically covered by the terms and conditions of this contract shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to you. Any such rules and regulations (whether or not included in 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. You shall observe and abide by additional regulations made by Organizer as soon as these additional rules or regulations are communicated to you. This contract (including any additional rules or regulations adopted by Organizer from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

**Sound Advertisements & Excessive Noise:**

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 outside of the Vendor's table. You are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Organizer reserves the right to determine sound interference with others and you shall comply with any request by Organizer to discontinue any such sound or music. You shall not exceed a maximum noise level of 60 dbs in its exhibit space as determined by Organizer. Organizer reserves the right to immediately disconnect Vendor power for the remainder of the Convention upon a single Vendor noise violation. Organizer may, at its sole discretion, require separate, binding agreements with noise policy violators to review and approve noise policy violators' convention space design and other related issues before noise policy violators are permitted to book space in future shows. The use of sound systems is permissible provided that the sound is directed into Vendor's table space.

**Hold Harmless:**

By signing below, I hereby acknowledge that I have read, understood and agree to be bound by both the terms and conditions set on this application. I acknowledge that failure to abide by the rules may result in the loss of my Exhibitor privileges without recourse or refund. By agreeing to exhibit at the Memphis Comic and Fantasy Convention, the exhibitor agrees to protect, keep and save the Memphis Comic and Fantasy Convention forever harmless from any damage, loss, theft, cost, liability, act of God, terrorism or expense that arises from their exhibiting at this show. This agreement covers full set up, run of the show, and teardown.

**All Exhibitors will receive load in/load out instructions, and other information 21 days prior to the convention.**

**I the undersigned agree to the terms of this agreement**

**Signed \_\_\_\_\_ Date \_\_\_\_\_**