

HerdCon Pop Culture Convention 2024

Vendor & Artist Information

The HerdCon Pop Culture Convention staff welcomes vendors & artists who wish to participate in the Vendors' Room and Artist Alley during HerdCon. The convention will be held on the campus of Marshall University on **March 29th & 30th, 2024**. Vendors can choose whether to set up for both days or only Saturday.

HerdCon will be responsible for marketing the event. Promotional materials will be made available to vendors and artists upon request, to further promote the event.

Vendors and Artists will only be permitted to set up within their assigned areas. Vendors and Artists will set up in the Memorial Student Center or other areas designated by event staff. Spaces will be assigned by convention staff prior to setup and marked accordingly. Requests for extra tables must be made during the registration process. Last-minute requests will be entertained only if time and resources permit fulfillment of the request. Some requests may require an additional fee, in addition to any pre-registration fee. Please be prepared to make immediate payment for such requests.

Please respect the space assigned to you by HerdCon staff. We will be locking in the floor plan prior to setup to ensure that those who have paid for extra booth space, electrical access, etc., will get what they paid for. We will do our best to NOT place you directly beside a direct competitor (ex. retro games next retro games), but we CANNOT guarantee that this will always work out. Your patience and respect is appreciated and will be noted for future events.

We will have staff in the Vendor and Artist areas to help deter theft. Staff will

Vendor Setup & Hours of Operation

As we will be operating for two days again, there is the option for vendors to set up for either both days, or Saturday only. There is no additional charge to set up for both days.

Friday March 29th load in and setup will be between 7am & 9:30am. The vendor room will open to the public from 10am-6pm.

Saturday March 30th load in and setup will be between 7am & 9:30am. If you are unable to setup during these times, contact us at HerdCon@marshall.edu.

The vendor and artists areas will be open to the public from 10am-6pm each day. Breakdown is not permitted before 6pm on Saturday March 30th, 2024.

There is only one (1) elevator in the venue. Please be patient and considerate during load in and breakdown as there may be a wait to use the elevator.

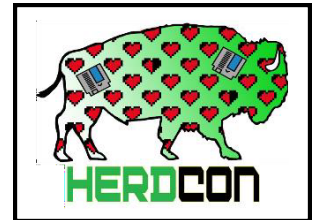
Scan & Email or Mail the signed Registration Terms & Agreement form before Jan. 31st, 2024. See contact information at the bottom of this form.

During setup you may be asked to present a valid state ID to verify you are the registered party. If a proxy be attending the event instead of the owner, or picking up registration badges for the owner, please notify herdcon@marshall.edu as soon as feasibly possible to avoid confusion.

Rules

1. Vendors and Artists, and their employees or representatives will be required to wear the badge identification provided by HerdCon.
2. DO NOT use tape, tacks, staples or other methods to attach things to the venue walls or floors. Damage caused to the venue will be billed to your booth.
3. Keep your space clean. You are expected to pick up trash from within and near your booth, and to leave your space as you found it.
4. DO NOT encroach on the space of other booths around you or the aisle in front of your booth.
 - 4.1. Vendors and Artists found setting up outside of assigned areas, such as on the sidewalks, outside of the Con, or otherwise selling wares in an unauthorized area or manner, will be asked to leave the Con and risk being barred from future events.

be clearly identifiable with event staff shirts and name badges.



1. Vendor Booth spaces are approximately 10ft x 10ft spaces with 1 table & 2 chairs provided. Approximately 30 Booth spaces will be available.
2. Artist Table Spaces are approximately 6ft x 8ft with 1 table & 1 chair provided. Approximately 20 Artist Spaces will be available.
3. Additional tables are available for Vendor Booth Spaces, limit one (1) additional table per 10ftx10ft booth space.
 - 3.1. Vendors can bring their own tables, chairs, and setup materials; provided it fits within the allotted booth space.
4. Electrical access is available but is limited. Please include this request in your registration notes and plan to bring any necessary extension cords.
5. Larger sponsor spaces are available during the registration process. These include 3 10ft x 20ft end cap booths.
 - 5.1. The payment portal will update the number of available spaces automatically as they are paid for.
 - 5.2. Spaces are not confirmed until they have been paid for and Registration Terms & Conditions have been signed and received by HerdCon Staff.
 - 5.3. Should we run out of spaces, please contact us to be added to our waitlist at HerdCon@marshall.edu.
6. HerdCon reserves the right to refuse the registration of a Vendor or Artist. Vendors or Artists who are refused space will receive a written refusal and full refund.

5. Vendors and Artists selling items must have someone at their booth at all times.
 - 5.1. Special circumstances such as Artists providing on demand work or book signings, may choose to setup a notice that they will be away for breaks periodically, not to exceed 30 minutes at a time.
6. Reporting theft. If you believe an item has been stolen from your booth/table, please notify a staff member so that a report can be filed with our campus police department.
7. This event is family friendly and will be hosting guests of ALL ages. Vendors and Artists agree NOT to display or sell items such as the following:
 - 7.1. Real knives, firearms, swords, martial arts weapons, tasers, and other weapons or items that are inherently dangerous.
 - 7.2. Pornographic or other materials deemed "adult" in nature.
 - 7.3. Alcohol, vaping products, pipes and other restricted items.
 - 7.4. Bootleg CDs, VCDs, DVDs, video games, and other trademarked or copyrighted materials.
8. Vendors and Artists are responsible for obtaining all city or state licensing or permits and paying associated fees and taxes as well as complying with all local, state, and federal laws.
9. Vendors and Artists are responsible for providing documentation for licensed materials for sale in their booth.
10. Keep music to a low level so it doesn't disrupt others trying to speak with customers.
11. HerdCon DOES NOT provide insurance for Vendors and Artists. The Vendor or Artist is responsible for obtaining any insurance, if desirable, to protect the Vendor/Artist and Vendor's/Artist's property from damage, loss, theft, harm, or injury.
12. The Vendor or Artist expressly grants HerdCon and Marshall University a non-exclusive license to use, display, and reproduce the name, tradenames, and product names of the vendor in any directory (print, electronic, or other media) listing the exhibiting companies or vendors at the event and to use such names in HerdCon promotional materials. HerdCon shall not be held liable for any errors in any listing or descriptions or for omitting any vendor from the directory or other lists or materials.
13. The Vendor or Artist agrees that HerdCon may take photographs of the vendor's booth space, exhibit, and personnel during, before, or after the opening hours of the event and use such photographs for any HerdCon promotional purpose.
14. The Vendor or Artist may NOT use HerdCon or Marshall University and their associated trademarks or logos without the express written permission of HerdCon or Marshall University.
 - 14.1. Vendors or Artists may request copies of promotional materials produced by HerdCon for the express purpose of promoting the event and their involvement in the event; however, permission is NOT inherently granted to reproduce, alter, or use for their own purpose or gain, or for the purpose of the Con, Marshall University or HerdCon logo or trademarked images.

Cancellations and Refunds

In the event that a Vendor or Artist chooses to cancel their registration the following will occur.

1. Subletting of Vendor and Artist spaces is not permitted. If you cannot attend the event, please contact HerdCon immediately, herdcon@marshall.edu.
2. Cancellations made 90 days or more prior to the start of the event will receive a full refund.
3. Cancellations made between 60-90 days will be refunded ½ of their booth fees.
4. Cancellations made less than 60 days prior to the event will not be refunded.
5. Vendors agree to hold HerdCon harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled booths/tables, or placement of vendor or artist booth/table, or event attendance.
6. If HerdCon should cancel due to an Act of God or other events beyond the control of HerdCon, an attempt will be made to reschedule the event within 30 calendar days of the original event.
 - 6.1. In the event of rescheduling of the event, HerdCon reserves the right to relocate the event to another facility within the Huntington WV area and will make a good faith effort to provide Vendors and Artists with spaces comparable to their original reservation.
 - 6.2. If the Vendor or Artist is not available for the rescheduled event, they may request a full refund.
 - 6.3. If the event cannot be rescheduled, HerdCon will refund the exhibit space fee of Vendors and Artists.

Vendors or Artists failing to comply with the aforementioned rules and agreement will be asked to close up shop without a refund and will be barred from future events. Vendors and Artists will hold harmless HerdCon, Marshall University, and any event facilities 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 caused by the negligence of HerdCon or event facilities, or from theft, fire, water, accident, or any other cause whatsoever.

Date agreed to:

Vendor, Exhibitor, or Artist:

Vendor or Exhibitor Representative (printed name):

Signature:

Scan & Email signed form to: HerdCon@marshall.edu

Subject: HerdCon Vendor Contracts

Print & Mail signed form to:

HerdCon Vendor Payments/Contracts

Drinko Library 313A - Budget Committee C/O Tiffani Daniels

One John Marshall Drive

Huntington, WV 25755