

# 2013 NerdCon Vendor Guidelines

**Vendor contracts must be signed and submitted by Monday, April 1<sup>st</sup>. Contracts may be submitted in person to Bo Lewis or Chynna Paquet, mailed to ASU Box 08946, Boone, NC, 28608, or scanned and emailed as a PDF to lewissb1@appstate.edu.**

## *General Information*

Each table is a **2'x8'** rectangle. Each vendor will be able to use one of these tables, which will have two chairs at each. If you need to attach a banner or sign of any kind, please bring your own tape (no duct tape, please!). Vendor tables must be accompanied at all times. NerdCon staff or volunteers will not be available to monitor unattended tables.

If a vendor wishes to bring additional fixtures or signage, he or she should email Bo Lewis at lewissb1@appstate.edu before the convention, so that arrangements can be made to accommodate the vendors' needs and to ensure compliance with university regulations.

NerdCon will not provide security for merchandise displayed on tables. Vendors are responsible for their own products.

Campus wi-fi is available in the student union. Please note that the visitor's connection is not high-bandwidth. Power outlets are located throughout the room. If you require an electrical outlet, please let Bo Lewis know in advance by emailing him at lewissb1@appstate.edu.

Please keep any audio/visual displays at a reasonable volume. NerdCon representatives may ask vendors to modify the volume of these displays at any time for any reason. Vendors are not permitted to call out to visitors in order to attract attention.

NerdCon encourages vendors to bring merchandise for sale rather than commissioning work. Though commissions are not expressly prohibited, vendors whose tables are found to be mostly empty will not be invited back to NerdCon.

## *Registration*

Vendors may obtain a table using the Vendor Table Request Form on the Appalachian Nerd Network's website. Tables are available on a first-come, first-served basis.

Appalachian State University policy requires that 15% of the funds collected at NerdCon by independent vendors must be given to the host organization (in this case, the Appalachian Nerd Network). 15% of the monies collected by the vendor at NerdCon must be paid before the closing of the vendor room the day of the event. Because of this, NerdCon does not charge a reservation fee for tables prior to the event. *The fees collected from vendors directly fund the next year's NerdCon. Without charging this fee, NerdCon could not continue to grow. NerdCon relies on the honor system, so please report earnings accurately.*

### *Hours of Access*

The vendor room will be located in Price Lake ballroom on the second floor of the Plemmons Student Union. Vendors will have access to the room at 9:00 am. The room opens to visitors at 10:00 am and closes at 5:30 pm. The vendors will then have from 5:30 pm to 6:00 pm to dismantle their displays.

### *Weapons Policy*

Weapons of any kind are not permitted on Appalachian State University property.

### *Sales Locations*

Sales are limited to the vendors' room, located in Price Lake ballroom. In order to sell anything in the vendor room, you must have received confirmation after filling out our online form **and** have given us your signed contract (pages 3 and 4 of this document).

### *North Carolina Sales and Use Tax*

All products sold within the State of North Carolina are subject to North Carolina Sales and Use Tax. It is the vendor's responsibility to determine the current sales tax rates, to report any sales taxes, and to follow the appropriate laws of North Carolina and the vendor's home state.

# NerdCon Vendor Contract

- 1) Vendor and vendor's representatives must comply with all published NerdCon and University guidelines, rules, and policies.
- 2) Prior to displaying or selling any merchandise, the vendor must have pre-registered and have a fully executed vendor contract. Vendor tables may not be resold, transferred, or sub-let or assigned by the vendor; the contract is personal to the undersigned vendor.
- 3) Vendor is responsible for any operating licenses required by local, state, and/or federal authorities.
- 4) Vendor must comply with all RCC guidelines. Vendors assume full responsibility for compliance.
- 5) All displays and exhibits must conform to all local fire and electrical standard and codes, and any and all restrictions imposed by Plemmons Student Union and NerdCon.
- 6) Vendor will not display or sell any material that infringes upon any local, state, federal, or international laws. Fan art is perfectly fine as long as no images are directly copied.
- 7) NerdCon reserves the right to prohibit the sale or display of any merchandise or service that NerdCon determines to be inappropriate.
- 8) Vendor is fully and solely responsible for its property while on the site before, during, and after NerdCon.
- 9) Neither NerdCon nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to the vendor, vendor's associates or representatives, or vendor's property for any reason. Should any accident occur in the vendor's booth or with the vendor's merchandise, vendor agrees to indemnify NerdCon for any and all damages that may be assessed or awarded against NerdCon.
- 10) There is no other agreement or warranty between NerdCon and vendor except as set forth in this contract. This contract is governed by North Carolina law and Appalachian State University policies. The vendor agrees that any action that may arise based upon or related to this contract shall be brought in Federal or State court in North Carolina.

I have read the terms specified in the vendor's contract and understand them. I understand that violation of the vendors contract may, at NerdCon's discretion, be considered just cause for my removal from the convention. I have read and understood all of the information in the vendor guidelines.

\_\_\_\_\_  
Vendor Representative (sign) Date

\_\_\_\_\_  
Vendor Representative (print)

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

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Vendor Phone Number

\_\_\_\_\_  
Nerd Network President (sign) Date

\_\_\_\_\_  
Nerd Network President (print) Date

\_\_\_\_\_  
Nerd Network Vice-President (sign) Date

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Nerd Network Vice-President (print) Date