

**MS ToyCon Vendor Terms & Conditions:**

**For the purposes of this contract, the term “vendor” shall apply to those with vendor, artist, sponsor, or any other space on the exhibit floor or within the confines of the building itself. MS ToyCon shall be referenced as “MTC”.**

**1. Vendor Spaces:**

1. The majority of your space must contain fandom related items. If you have questions regarding what this entails, you may contact us [here](#).
2. A deposit of \$25 will be due at completed registration. This fee will be non-refundable under any circumstance. Vendor fees will not be reimbursed after a set date that will be made clear during registration. This will include the week of the convention. MTC does not credit vendors for subsequent conventions if a vendor cancels their registration.
3. Booths are 10 feet by 10 feet. They include one 6 foot table and 2 chairs. Tables are 6 feet and includes 2 chairs. Booth vendors can design and arrange the space as desired utilizing additional display aides (tables, shelving, etc.) that fit into the designated area. Table vendors must keep their table(s) configured as set up by MS ToyCon Staff (space is limited where tables will be located).
4. Please check in at the Vendor Check-In/Out area when you first arrive on the premises so that we may show you where to load in, inform you of your exact location, and supply you with your vendor packet and badges.
5. All extension cords and power strips must be 3 prong only. PLEASE BRING TAPE WITH YOU TO TAPE DOWN YOUR EXTENSION CORD OR POWER STRIP.
6. Vendors may bring grid walls, shelving, tables, or other items for display, provided that all displays remain in the vendor's allotted area. MTC reserves the right to refuse to allow displays at MTC's discretion.
  1. Displays or merchandise that are pornographic, extremely violent, contain graphic nudity, or show drug paraphernalia are prohibited. This is an all-ages family event and will be treated as such.
  2. Real firearms are not permitted for sale or display. Vendor agrees that all merchandise/items you sell and/or bring onto the premises of the host facility and MTC are legal.
  3. Vendor agrees not to sell inappropriate material to minors. This includes, but is not limited to, weapons.
  4. **ANY** and **ALL** reproduction items (this includes but is not limited to action figure accessories) must be marked as such. Violation of this rule may result in being banned from participating in future events.
  5. Vendors may make use of audio and visual equipment. Vendor agrees to not display or output any offensive images or sound and to keep sound at a reasonable level. MTC reserves the right to determine what is offensive and what a reasonable level is, and at their sole discretion direct that offensive material is removed, or reduce audio levels to an acceptable range.
7. Load-in and vendor setup will be communicated to vendor by MTCC as soon as determined.
8. Vendor agrees to have completed set-up no later than 30 minutes before early bird admission opens.
9. MTC asks that vendor spaces remain intact throughout the entire show.
10. Vendor spaces must be staffed at all times. Vendors are responsible for opening on time. In the event that a vendor does not occupy assigned space within one hour before the opening of event, MTC reserves the right to sell or use such space without refund or obligation to original vendor.

## 2. **Badges:**

1. Each vendor will receive two (2) wristbands with the purchase of their first booth or table and one (1) additional for each subsequent booth or table. Additional wristbands are available for purchase for \$5 each. Children 12 and under are no extra charge.
3. There is absolutely **NO SMOKING** allowed inside or near any exit or loading door near the vendor areas during the course of load-in, load-out or the show itself.

## 4. **Damage:**

1. Vendors are not allowed to attach anything to the walls or floors. Any damage caused to any property (including chairs and tables) shall be the sole responsibility of the vendor themselves.
2. Vendor agrees to keep area clean. Vendor will dispose of all garbage, boxes, etc. at load out time. Vendor agrees to remove all materials from booth and to return space back to the same condition as it was received
5. Vendors are responsible to collect MS sales tax at a rate of 7%. Vendors may not leave the show until check out is complete, including the submission of the sales tax form and payment of sales tax collected to MTC.

## 6. **Liability**

1. Vendors agree to hold blameless MTC and all its staff members, workers, and show venue entities against any loss, damage, theft, expenses, claims, or actions arising from any personal or property damage, loss, or theft due to said vendor's participation.
2. Under no circumstances shall MTC be liable for any lost profits or any incidental, indirect, special, consequential, or punitive damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. MTC makes no representations or warranties, express or implied, regarding the number of persons who will attend MTC or regarding any other matter.
8. The scheduling of MTC is subject to change due to events beyond the control of MTC or its staff.

## 9. **VENDOR'S UNDERSTANDING AND CONSENT**

1. By submitting an application to be a Vendor at MTC, you agree to all terms, conditions, rules, and regulations set forth by MTC.
2. Vendor understands and agrees that MTC and its representatives, at its sole discretion, may alter the terms, conditions, rules, and regulations of any and all agreements, and that said alterations will supersede any and all terms and agreements made prior to said alterations.
3. Vendor agrees and understands that failure to comply with any or all of the Terms and Conditions set forth in this agreement or any or all requests made of Vendors by MTC constitutes a breach of contract between Vendor and MTC and could result in Vendor's immediate removal from the show. No refunds will be issued under these circumstances.
4. Vendor has carefully read these Terms and Conditions and fully understands the contents and Vendor voluntarily agrees with the Terms and Conditions.