



# Texarkana Comic Con

## Dealer Information

### General Terms and Conditions

- 1) Time for acceptance of agreement: Your payment stands as acceptance to this Agreement of the General Terms and Conditions.
  - 2) Payment: Full Payment is required upon submission of this agreement.
  - 3) Limits: Spaces will be reserved on a first come basis. You will receive a confirmation e-mail when your payment is received. If space is not available when your rental contract/payment is received, you will be notified by e-mail and placed on a waiting list. Note that if your check is cashed or electronic payment is accepted, you WILL have tables at the show. Spaces un-rented by 7:00 AM on Saturday morning of the show, any Dealer on the waiting list that is at the show may be allowed to rent it.
  - 4) Refund: Space rental payments are non-refundable. However, if we are able to rent your reserved Space prior to the convention start, then we will refund you the full amount that you paid for your Space.
  - 5) Privacy: All provided information will be kept in the strictest confidence and will only be used to process your Dealer's registration for our event, Ark-La-Tex Comic Con is very sensitive to privacy and does not sell personal information to any third party for solicitation or any other purpose.
  - 6) Notice: Any notice shall be sufficient of delivered to the address of the party given in the agreement, by hand, or U.S. mail.
  - 7) Setup/Teardown: Dealers may begin setting up their displays on Saturday at 7:00 AM til 10:00 AM. Dealers Area operating hours are planned to be 10:00 AM to 5:00 PM Saturday, and 10:00 AM to 5:00 PM Sunday. The Dealers Area will be secured at the end of each business day, and overnight security will be provided on Saturday night. Friday night set-up is not available for this show. Important, everyone must be out of the building by 7:00 pm Sunday.
  - 8) Assignment: Neither this agreement nor any warranty granted herein is assignable.
  - 9) Space Setup: Spaces are 10 feet square. The prices for Spaces are \$100 for a single (1) Space per day or \$200 for two (2) days.
- Individual Dealers are NOT ALLOWED to make any changes to the room setup, including swapping Spaces, without the express permission from the Ark-La-Tex Comic Con Room Coordinator. Violation of this rule may result in The Dealer being asked to leave the premises immediately.
- 10) Space Sharing: Space sharing is NOT ALLOWED without permission. Violation of this rule may result in The Dealer being asked to leave the premises immediately.
  - 11) Damage: The Dealer agrees to be completely responsible for any and all damage that the Dealer and/or assistants cause to hotel or convention property. The Dealer further understands that violation of convention rules will result in the loss of their convention badge and forfeiture of their convention membership and Space reservation. The Dealer understands that The Dealer and/or guest participate in all convention activities at their own responsibility and risk.

The Dealer understands that access to all convention functions requires a convention badge worn in plain sight and that there are no replacements for missing or lost badges. The Dealer also understands that Ark-La-Tex Comic Con is NOT responsible for any of The Dealer's Or assistant's personal property that they have brought to Ark-La-Tex Comic Con.

12) **Effective date of this agreement:** This agreement becomes effective when signed and applicable terms such as full payment or table deposits are met.

13) **Governing law, venue, waiver of the jury trial and attorney fees:** This agreement is to be governed by the law of Texas. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement; the prevailing party shall recover its attorney fees and costs.

14) **Entire agreement: No prior representation: Amendment:** This is the entire agreement upon the contractor and customer. There is no representation past or present, by Ark-La-Tex Comic Con or any person acting for Ark-La-Tex Comic Con, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.

15) **Severability:** Any remaining provisions hereof shall remain in full force and effect.

**Acceptance of the contract constitutes agreement to these general terms and conditions.**

Signature of Renter

Date of Signature

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