

## AMA-CON VENDOR POLICY

**AMA-CON is hosted by Friends of the Amarillo Public Library—a private, not-for-profit organization which reserves the absolute right to determine who may participate.** The Friends group has created the following **VENDOR POLICY** to promote the safety and enjoyment of **AMA-CON** for all participants. Any organization or individual reserving a booth or gaming area at **AMA-CON** is considered a vendor and is subject to this vendor policy. Failure to comply with any part of this policy is grounds for ejection from the con and exclusion from future **AMA-CON** events.

1. **AMA-CON** is designed to allow fans to celebrate the best of pop culture in a safe, fun, and supportive environment. **AMA-CON** has zero tolerance for harassment of any kind. Be nice. Anyone—vendor, artist, gamer, or participant—who cannot maintain standards of polite behavior will be asked to leave the con and may be excluded from future **AMA-CON** events.
2. Vendor will hold harmless **AMA-CON**, Friends of the Amarillo Public Library, the City of Amarillo and all its departments including but not limited to the Amarillo Public Library, Amarillo Civic Center Complex, and the Amarillo Police Department, 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 resulting from storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or any other cause whatsoever. All items brought to **AMA-CON** are displayed at Vendor's own risk, and should be safeguarded at all times.
3. Exhibitor agrees that **AMA-CON** shall not be liable in the event of any errors or omissions in directory listings or in any promotional material. **AMA-CON** makes no guarantee with respect to the number of Exhibition attendees or the demographic nature of attendees.
4. Merchants and artists take part in **AMA-CON** on a first come, first served basis. Preferential booth space—including end caps—is given only to **AMA-CON** sponsors and special guests.
5. All booth assignments are final and may not be transferred to another party. While two or more artists or organizations may elect to share a booth, **AMA-CON must be informed about all booth participants at the time reservations are made.**
6. Subletting of booths is strictly prohibited. Subletting booths is grounds for ejection from the con and exclusion from future **AMA-CON** events.
7. A booth is a 10' x 10' space divided by pipe & drape and provided with one skirted 8' table and 2 chairs. Additional chairs and (unskirted) tables may be added to the booth at no charge. Additional skirted tables may be added for an additional charge. If you need more space than 10' x 10', please purchase an additional booth. **Tables, chairs, and pipe/drape may not be moved to enlarge booth space.**
8. End caps are equivalent to 2 premium booth spaces and offer access for selling and interacting with the public on three sides. **Preferential booth space is given only to AMA-CON special guests and sponsors. Once special guests and sponsors are confirmed, remaining end caps will be assigned on a first-come, first-served basis and are subject to availability. Please contact the Vendor Coordinator to verify availability before requesting end caps.**
9. **AMA-CON** will make every effort to grant *reasonable* configuration requests from vendors purchasing multiple booths. However, many factors affect booth placement and decisions made by **AMA-CON** staff are final.
10. Merchants and artists may only sell at their designated area or booth space. Vendors are welcome to explore the con, but sales and other activities must remain within the designated booth space. Roving sales or booth promotions are not permitted and are grounds for ejection from the con at the discretion of **AMA-CON** staff.
11. Texas law allows only certain charitable and nonprofit organizations to conduct raffles to support their charitable causes. Raffles, or other games of chance, conducted by individuals, for profit businesses, or unqualified charities are not permitted at **AMA-CON**.
12. Vendors may play audio devices at low volume. **AMA-CON** reserves the right to determine the definition of 'low volume' and to place noise restrictions on any activities that interfere with enjoyment of the con by other participants.
13. **AMA-CON** is a family friendly event. Items "intended for mature audiences" must not be displayed or sold to minors. **AMA-CON** reserves the right to determine if material is for mature audiences and to direct vendors to adjust displays accordingly. Failure to comply with these directions is grounds for ejection from the con without warning and without refund.
14. Items such as costume props or weapons which would violate the **AMA-CON** Cosplay policy may be sold provided they are given to the buyer in secure packaging as approved by Amarillo Police Department officers on duty as **AMA-CON** security. Vendors intending to sell such items must be set up and ready for inspection by an APD officer by 5 PM on Friday. **The sale of firearms or sharp-edged weapons which cannot be secured into a sheath or casing is strictly prohibited.**
15. The Vendor agrees to comply with all municipal, state, and federal requirements, if any, in connection with all sales, including but not limited to any sales or other tax laws. Vendor will be responsible for all filings with state and local ordinances.
16. All vendors will obey federal, state, and local laws and ordinances regarding the sale of material which, intentionally or unintentionally, infringes upon the trademarks or copyrights of another party. Any vendor selling material which infringes upon the trademark or copyright of another party may be ejected without warning and without refund. **AMA-CON** reserves the right to inspect and/or eject questionable material at any time. This includes, but is not limited to, bootlegged videos, fan-subbed videos, bootlegged (burned) audio CDs, VCDs, and DVDs, burned or bootlegged video games (e.g. Playstation, Dreamcast). **AMA-CON** takes no responsibility for any infringing material, and will fully comply with all requests from license holders and law enforcement to inform vendors of infractions. Vendors hold all responsibility toward licensed material and having written documentation on-hand of proper license permissions.
17. **Merchants and artists may arrive at 10 AM on Friday, August 4** to begin set up of their reserved booths. **Booths will be reasonably placed next to electrical outlets but merchants must bring their own power strips and extension cords if needed.** Extension cords must be safely taped down with *gaffer tape* in compliance with Civic Center regulations. **Vendor setup will close at 6 PM on Friday.**
18. Vendor halls **will open to merchants and artists at 9 AM on Saturday and 10:30 AM on Sunday.**
19. Vendors must comply with all Amarillo Civic Center Complex regulations regarding sales and decorations.
20. Vendors selling food or drinks *of any kind* are responsible for obtaining the appropriate temporary food establishment permit from the City of Amarillo Environmental Health Department. Exemptions might be obtainable for certain pre-packaged items, but that exemption must come from Environmental Health. **AMA-CON**, Amarillo Public Library, and Friends of the Amarillo Public Library do not have the authority to make such exemptions. Food or drinks sold at **AMA-CON** must be cleared by ACCC Concessions.
21. **AMA-CON 2023 hours are 11 AM to 7 PM on Saturday and 12 to 6 PM on Sunday.** Merchants and artist booths must be open and ready for business when **AMA-CON opens at 11 AM on Saturday and 12 PM on Sunday.** Vendor hall/s will be cleared and locked at 7:30 on Saturday.
22. **All booth displays and merchandise must be taken down and completely cleared away by 8 PM on Sunday, August 6. Vendors who do not comply with this requirement will be charged an additional \$50 per half-hour overtime.**
23. Booths may be cancelled with a full refund until March 31. Cancellations between April 1 and June 15 receive a 50% refund. Registration fees are non-refundable after June 15 but may be applied to the following year's con. **PayPal transactions are subject to a \$10 service fee for cancellations.**
24. **AMA-CON** reserves the right to make changes to or amend this contract and has the final say on all matters pertaining to the use and function of the Vendors' Hall/s during the run of the con.
25. Submission of registration constitutes agreement to all **AMA-CON** regulations and policies.