



FRONT STREET PAVILION
2085 Front St.
Cuyahoga Falls, Oh.
44221

RCPCFest.com
RCPCFest@gmail.com

River City Pop Culture Fest Vendor Contract

Welcome to River City Pop Culture Fest! The Falls Downtown Fridays series will kick off with an outdoor showing of Back to the Future at the Downtown Amphitheater on Friday, June 14. The fun starts at 7 p.m. with local craft beer and food as a DJ plays throwback tunes before the movie begins at dark. The weekend will continue with River City Pop Culture Fest on Saturday, June 15, from 10 a.m. to 10:00 p.m. which will activate Downtown Cuyahoga Falls with local food, craft beer, pop culture vendors, entertainment, character appearances and activities for kids.

R.C.P.C. Fest Rules and Regulations

R.C.P.C. Fest staff welcomes all vendors who wish to participate in the Dealer's Room at R.C.P.C. Fest '19! The convention is held at the Front Street Pavilion in Cuyahoga Falls, Oh.. On June 15, 2019. On June 14th, the dealer room will be open starting at 7pm, however you are not required to be open for business at that time. IF you want to take advantage of extra selling hours starting at 7pm you are welcome to do so and can remain open as long as you like. People will be milling around the Front Street Pavilion on the night of June 14th. We ask that all vendors please be respectful of decisions that the staff may have to make concerning the Dealers' Room the day of the convention. We are constantly working to make the experience great for everyone, and may have to make changes in the initial plans. There will be dedicated staffers available exclusively to the Dealers' Room to try to prevent theft, however it is recommended that you drape off or cover your vendor area whenever you are not manning your space. R.C.P.C. Fest Staff will be easily identified to the vendors at the convention, so if there should be any questions/problems, please contact these staffers. We will try our best to prevent problems from occurring, but we cannot plan for every contingency. Should a problem arise with another vendor, please speak to a staffer.

Venue Policies

We ask that you only use masking tape or pins in fabric panels for temporary room decorations. Please do not use staples, nails, tacks or other forms of tape. Do not place stickers or paints, or deface venue materials in any permanent fashion. Signs, banners and flyers may not be posted outside of your table space. There will be a table available to place extra flyers should you require it. We do not allow the open sales of any type of adult-deemed material (not limited to DVDs, VHSs, pornographic images/artwork). No adult material may be viewed, sold or distributed to minors, and we require that vendors not bring adult-themed material at all. R.C.P.C. Fest reserves the right to judge the acceptability of all displays. The presence and sale of weapons is prohibited. In addition, questionable material (such as paraphernalia and images from groups such as KKK and Nazi or Nazi-like merchandise) are prohibited.

Pricing and Availability

Vendors' spaces in the Dealers' Room are sold in two options. Option 1 is a 6ft x 8ft space for \$100. Option 2 is a 10ft x 10ft inside or corner space for \$150. Corner booths are limited and will be sold on a first come first serve basis. You **MUST** request a corner booth if that is your preference. This price is not negotiable for vendors. Vendors are asked not to encroach upon their neighbor's space unless they are given permission. Vendors that do not arrive before Opening of the room Friday or do not give prior notice will forfeit their space. No-show spaces will be sold to available wait list patrons or other Dealers' Room participants at the convention at a reduced cost (cash only). All Dealer payments must be made on or before June 14th, 2019, or the dealer will forfeit their space. After the initial spaces are filled, R.C.P.C. Fest will keep a waiting list of other interested vendors, to be filled either on June 14th or the day of the convention.

Room set-up/space

The Dealers' Room will be set up on the main floor of the Pavilion. Anyone found selling wares outside of the Dealer's Room, without prior approval, will be asked to leave. Each space will be provided 2 folding chairs. A limited quantity of 6ft tables will be available, however we **STRONGLY** recommend that you bring your own tables. There is no guarantee a table will be available for you. We will try to accommodate all requests, but we only have limited supplies. Special requests for power, tables, chairs or other accommodations must be made in writing prior to June 14th and our staff will inform you if your request can be met prior to your arrival at the pavilion.

Reserving Multiple Spaces

Vendors are welcome to reserve multiple spaces, limit 4. If there are extra spaces available on Friday at opening, Dealers' Room participants may purchase an extra space at a reduced cost (cost determined by R.C.P.C. Fest).

Hours of Operation

The Dealers' Room operating hours will begin at 10am on Saturday, June 15th. R.C.P.C. Fest takes no personal responsibility for items stolen, but will make reasonable accommodations to prevent theft, including providing hired bonded security.

1. Payment information can be found on the last page of this contract.
2. Each dealer's space shall have a fixed cost: US\$100 for a 6ft x 8ft Space. US\$150 for a 10ft x 10ft inline or corner space. R.C.P.C. Fest sets all prices for vendors' tables.
3. Vendors are welcome to participate in any event at the convention with the same rate and cost as a normal convention attendant. Vendors may arrange for as many people to help man their space as they would like as entry to the event is FREE to all attendees.
4. R.C.P.C. Fest makes no guarantee as to the availability of space and reserves the right to limit. There is a possibility for more tables to become available to a vendor provided that there is enough space and/or dearth of payment from other vendors on June 14th, 2019.
5. Vendor has read the **VENDOR CONTRACT TERMS AND CONDITIONS** attached hereto and acknowledges that such terms and conditions are fully incorporated herein, and are binding on the parties hereto.

R.C.P.C. Fest

VENDOR CONTRACT TERMS AND CONDITIONS

- 1) R.C.P.C. Fest agrees to provide 2 chairs and the space requested which will be located in the area designated "Dealers' Room". R.C.P.C. Fest agrees to make the show floor available and open at 8am on Friday, June 14th, 2019 for load in and setup. Vendor agrees to vacate convention hall premises by no later than Midnight on Sunday, June 15th, 2019

- 2) R.C.P.C. Fest agrees to be responsible for promoting the show. R.C.P.C. Fest makes no representations as to the number of attendees and/or customers who will be in attendance.
- 3) Subletting of tables is not permitted.
- 4) Each application will be processed on a first come – first served basis by merchandise category, with exceptions on a case-by-case basis (at the discretion of R.C.P.C. Fest).
- 5) Vendor shall be responsible for the actual setup of its displays. R.C.P.C. Fest shall not be liable for any loss or damage to Vendor's property or for any personal injury suffered by Vendor or any of its agents. Vendor will hold R.C.P.C. Fest harmless for any personal injury or damage to goods that may occur.
- 6) R.C.P.C. Fest will not offer assistance in loading and unloading Vendor's materials and setting up of additional tables provided by Vendor.
- 7) The following activities are prohibited in the Dealers' Room at all times: Smoking or any burning of objects; sales of food or beverage products that are not pre-packaged; consumption or possession of alcoholic beverages, sales of bladed weapons, sales of 18+ material, not limited to hentai, yaoi, yuri, porn, etc.
- 8) All vendors shall have a signed copy of the R.C.P.C. Fest Vendor Contract (this document) on file with R.C.P.C. Fest. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy on file with R.C.P.C. Fest. No party shall be allowed to sell merchandise or services outside of the space deemed "Dealers' Room" or in other approved areas outside of the given hours.
- 9) Vendors may not play music or audio recordings of any kind during show hours.
- 10) All vendors must claim their tables before Friday, June 14th, 2019 at 7pm, or send written notice of reason for being late no later than 1 week before the date. Tables which have not been claimed by that time may be resold at the sole discretion of R.C.P.C. Fest.
 - A) Tables that are cancelled prior to June 1st, 2019 with written notice shall be refunded one hundred (100) percent of its cost. Tables canceled AFTER June 14th, 2019 will be refunded 50% of their Table fee.
 - B) Vendor agrees to hold R.C.P.C. Fest harmless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled tables.
 - C) If R.C.P.C. Fest is cancelled because of an Act of God or other event beyond the control of R.C.P.C. Fest, and the event cannot be rescheduled, R.C.P.C. Fest will make

good faith attempts to refund 50% of the amount paid.

D) Any breach of the provisions of this paragraph 10 due to communication failures will be handled in a best faith manner.

11) 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.

12) 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. As decided by R.C.P.C. Fest in its sole opinion, any vendor selling material which infringes upon the trademark or copyright of another party may be ejected without warning and without refund. R.C.P.C. Fest reserves the right to inspect and/or eject questionable material at any time. This includes, but is not limited to, the following products:

Bootlegged videos

Fan-subbed videos

Bootlegged (burned) audio CDs, VCDs, and DVDs

Burned or Bootleg video games (e.g. Playstation, Xbox, Nintendo)

Bootlegged Artwork

R.C.P.C. Fest 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.

14) Vendors shall not display material which is deemed offensive or inappropriate, as decided by R.C.P.C. Fest in its sole opinion. R.C.P.C. Fest has the sole right to determine what is or is not offensive or inappropriate. Vendors who continue to display material which has been deemed to be offensive or inappropriate may be ejected without warning and without refund. Furthermore, vendors shall not sell any “adult”-deemed material at the convention, in compliance with R.C.P.C. Fest policy, including but not limited to DVDs, doujinshi, suggestive body pillows, adult dating-simulation games and other adult material usually not for sale to customers under 18 years of age.

Vendors who sell such materials may be ejected without warning and without refund. Failure to comply is immediate grounds for ejection without warning and without refund. R.C.P.C. Fest reserves the right to determine if the material in question is “adult” in nature.

15) Vendors are expected to follow the same rules of behavior as the rest of the convention attendees during off-hours. Any Vendor ejected from the convention during those hours must leave immediately the next morning during the set-up time.

16) Vendors will have at thirty (30) minutes to close down for the night each evening. After the thirty minutes, the room will be locked. Under no circumstances will it re-open until the posted time the next morning.

18) Vendor is responsible for providing its own insurance, if desirable, to protect Vendor and Vendor's property from damage, loss, theft, harm or injury. R.C.P.C. Fest will not obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.

18) R.C.P.C. Fest will lock the Dealers' Room after hours and provide hired security. R.C.P.C. Fest, however, is not responsible for any loss or damage to Vendor's property which may occur.

19) Vendors shall keep all designated areas clean and will not nail, screw, or attach anything to the exhibit hall space. Vendors are asked to use only masking tape or pins in fabric panels to hang temporary decorations, and refrain from using staples, nails, tacks or other forms of tape. Vendors are not to place stickers, paints, or deface venue materials in any permanent fashion. Signs, banners and flyers may not be posted on venue property. A table will be available in a location designated by R.C.P.C. Fest for placement of extra flyers.

20) All displays, chairs, tables and merchandise must be maintained within Vendor's designated area.

21) Selling of items by Vendors on convention grounds, which includes the stated event location and adjoining facilities, their parking lots, other than the Dealers' Room or any other designated area noted by R.C.P.C. Fest is NOT allowed during the weekend of any R.C.P.C. Fest event. This includes the selling of items inside hotel rooms, lobby, or its facilities (outside of specified Vendor rooms with full payment). Vendors who fail to comply will be ejected without warning and without refund.

22) Vendor will hold harmless R.C.P.C. Fest and 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 R.C.P.C. Fest or

event facilities, or from theft, fire, water, accident, or any other legal cause of action whatsoever.

23) R.C.P.C. Fest 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 Dealers' Room during the run of the show.

NAME: _____ COMPANY NAME: _____

EMAIL: _____ PHONE: _____

VENDOR SPACE 1 6ft x 8ft Space, 2 chairs (Bring Your Own Tables) \$100 <input type="checkbox"/>	VENDOR SPACE 2 10ft x 10ft Space, 2 chairs (Bring Your Own Tables) \$150 <input type="checkbox"/>
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Corner booths are limited and will be sold on a first come first serve basis and are only available when purchasing a 10ft x 10ft space. Please indicate in the notes area below if you would like a corner space and we will let you know if one is available.

Grand Total _____

VENDOR SIGNATURE: _____ DATE: _____

Pay via PayPal at RCPCFest@gmail.com

Please Mail Checks to: Dan Gorman, 1070 Big Falls Ave. Akron, Oh. 44310

Notes: