

# PENSACON 2019

## ARTIST EXHIBITOR APPLICATION

*February 22 - 24, 2019 @ The Pensacola Bay Center  
- 201 E. Gregory Street, Pensacola, FL 32502 -*

**Load-in:** Thursday, February 21 from 2pm - 8pm

**Load out:** Sunday, February 24 from 6pm - 10pm

**Exhibitor entry on conventions days:** Friday @ 11:00am, Saturday @ 8:30am, Sunday @ 8:30am  
*All Exhibitors must be completely setup by 12:30pm Friday (2/22) afternoon and remain setup until 6pm Sunday (2/24) evening.*

Legal Name of Business:

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Contact Name:

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Address:

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City:

State:

Zip:

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Phone #:

Alternate Phone #:

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Email:

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Type of Merchandise to be Sold/Displayed (please include pictures of your recent booth setup from previous shows, either emailed in a PDF or included with the application, if mailed):

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Would you like to pay in full if your application is approved or pay only the 25% deposit (remaining balance due in full by 11/15/2018)? Please specify one or the other:

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Are you paying by business check or credit card? *(We do not accept personal checks. A convenience fee is added for all credit card transactions.)*

**All space rentals require approval.**

**Space rental** includes one 6ft skirted table and two chairs.

Two badges are issued for each of the first two spaces you rent and one for each subsequent space. Additional badges may be purchased at a discounted rate at load-in. Those badges cannot be greater in number than the badges that come with your space rental(s) [see terms and conditions section 4-a.]. **Warning:** You may not give or sell your badges to any outside parties. Doing so is a direct violation of your contract. Exhibitor badges are only for Exhibitors working at Pensacon.

<b>Cost per STANDARD SPACE: \$250.00</b>	<b>How many?</b>  _____			
<b>Each space rented includes the following:</b>		<b>Please mark "YES" or "NO" to indicate if you desire these items to be included in your setup.</b>		
<b>One 6ft Skirted Table</b>		<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<b>Two Chairs</b>		<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<b>To be completed by Pensacon staff only:</b>				
<b>TOTAL COST:</b>				
<b>DEPOSIT:</b>				
<b>REMAINING BALANCE:</b>				

**You will be charged 25% of the total cost you owe to Pensacon, for cancelations. No refunds of any kind will be issued after November 15, 2018.**

Completing this application is not a guarantee of approval for Exhibitor status at Pensacon. If you are approved your final total and payment information will be sent to the email address you have listed on this application. Please print legibly.

**DO NOT SEND PAYMENT NOW.**

Due to the volume of applications we receive, responses could take up to 6 weeks.

*I have read, understand, and agree to the rules, standards, and regulations set forth in the General Terms and Conditions section of this application (if you have not read this form please do so now).*

**Signature:**

**Date:**

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**Print Name:**

**Title:**

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**Please return only the first three pages of this application to:**

***Pensacon: Attention Exhibitor Coordinator - Artists  
415B North Tarragona Street  
Pensacola, FL 32501***

**or**

**Email: [pensaconvendor@gmail.com](mailto:pensaconvendor@gmail.com)**

***All applications, if submitted electronically, must be delivered as a single PDF with multiple pages. Failure to do so will result in your application being denied.***

Please complete this application in its entirety. If this application is not filled out completely, with every question answered, it will be considered incomplete, and it will be denied.

**Phone: 850-937-7083**

# PENSACON

## Exhibitor APPLICATION: GENERAL TERMS AND CONDITIONS

### 1. EXHIBITOR'S UNDERSTANDING AND CONSENT

a. By submitting an application to be an Exhibitor, also known as Vendor, Artist, or Writer, at Pensacon, you, your employees, your business, and all business associates and others which may attend Pensacon on your behalf (collectively "Exhibitor" or "You"), should your application be accepted, agree to all terms, conditions, rules, and regulations set forth by Pensacon.

b. Exhibitor understands and agrees that Pensacon and its representatives, at its sole discretion, may alter the terms, conditions, rules, and regulations of any and all agreements, with or without prior notice, and that said alterations will supersede any and all terms and agreements made prior to said alterations.

c. Exhibitor understands and agrees that Pensacon will make every effort to resolve any dispute between Exhibitor and Pensacon and that any and all resolutions Pensacon provides are final.

### 2. PAYMENT FOR EXHIBITOR SPACE

a. By submitting this application Exhibitor agrees that Exhibitor understands the payment policy and agrees to make payment to Pensacon in a timely fashion and in accordance with the terms set forth in this application.

b. There will be a \$39.00 fee for returned checks

c. Pensacon requires a **25% deposit** of the total cost to hold a space(s).

d. Exhibitor has **ten (10) business days** from day of email notification of acceptance into Pensacon to pay for space rental(s) in full or to pay a minimum 25% deposit. Space reservations will be canceled if no payment is received.

e. **Payment in full is due by November 15, 2018.**

f. Exhibitor agrees to pay a **cancelation fee of 25% of the total cost owed to Pensacon for any and all cancelations.** Refunds of any remaining balance will only be issued if Exhibitor cancels before **November 15, 2018.** If Exhibitor fails to cancel by this date set forth herein, no refund will be issued.

### 3. EXHIBITOR SPACE

a. Pensacon will provide each vendor exhibitor space: pipe and drape, one 8ft table - skirted - (end booths may request an additional 6ft table for a fee), and two chairs. Artist and writer exhibitor space is provided with one 6ft table - skirted - and two chairs.

b. Any and all additional equipment and furnishings for your space are the responsibility of Exhibitor.

c. Power may be ordered for an additional charge when booths are reserved. Two outlets will be provided. You are responsible for bringing UL listed power strips and UL listed extension cords with an amperage rating of no less than 10 amps per cord.

d. Wireless internet will be provided and accessible from the Vendor floor, Artist Alley and Writer Row. All efforts are made to provide consistent wireless coverage on the Vendor floor, Artist Alley and Writers Row, however, the wireless internet connection is shared by all exhibitors and no guarantees are made as to speed and/or uptime.

e. Pensacon and its representatives reserve the right to change or alter Exhibitor locations at their sole discretion with or without prior notice.

f. Subletting of space is not permitted.

#### 4. EXHIBITOR BADGES AND IDENTIFICATION

a. Exhibitors will be issued two exhibitor badges for each of the first two spaces rented and one badge with each additional space rented. Additional badges may be purchased at a discounted rate, however, Exhibitor may only purchase additional badges up to the allotted amount of badges the space comes with. **Example:** Exhibitor rents two exhibitor spaces and receives four badges with the spaces. Exhibitor may purchase up to four additional exhibitor badges, but no more.

b. No day passes shall be issued for Exhibitors. We highly encourage you to bring only workers who can work all four days (one load-in day, plus three convention days).

c. Children 10 and under are admitted free of charge and may attend your booth with no additional fee. Children 10 and under must acquire a wristband each day at exhibitor check-in and must be attended at all times. Children over 10 require a weekend or exhibitor pass.

**d. Exhibitors and their staff must check in each morning (including children) at the designated check-in station. Valid identification (described as a driver's license, state ID card, military ID, or passport) and exhibitor badge with corresponding name must be presented at exhibitor check-in each morning and anytime requested for any reason.** Failure to do so will result in Exhibitor staff not being permitted onto, or removed from, the exhibitor areas. *[Children under the age of 16 will be exempt to the ID requirement. Children under 16 must be checked in by their parent.]*

e. You agree that any and all badges issued to you remain the property of Pensacon and that all badges and corresponding privileges can be revoked at anytime. Upon revocation, Exhibitor agrees to return all badges.

f. You understand that any and all badges, including, but not limited to, exhibitor badges, are to be issued to a single individual by legal first and last name (the name on the ID they intend to present for identity verification) and **are non-transferable**. Any attempt to transfer a badge will result in that badge being revoked and repossessed, at which point the offending parties will be asked to leave the premises. No replacement badge will be issued in its place.

**g. Exhibitor agrees that you may only pickup exhibitor badges during load-in on Thursday.** No exhibitor passes will be issued or distributed after this time.

**h. Exhibitor agrees that additional badges will only be available for purchase during exhibitor load-in.** Payment for badges purchased at exhibitor load-in may only be made with a credit card.

i. Exhibitor badges will also allow access to all convention areas that standard badge holders have access to. In the case of limited availability of space in any area of the convention other than the exhibitor areas, you agree that standard badge holders will be given priority over Exhibitor badge holders and Pensacon makes no guarantees about space, guest, panel, etc. availability throughout the convention.

## 5. LOAD-IN AND LOAD-OUT

a. Exhibitor agrees that **load-in times will be scheduled by Pensacon, are not negotiable**, and that Exhibitor and its representatives will be on time for load-in. Failure to arrive in a timely manner may result in your load-in being delayed or prohibited. No refunds will be issued based on Exhibitor's failure to load-in during the allotted time.

b. Exhibitor will be notified of their scheduled load-in time through email correspondence, no less than seven (7) days in advance. Please note locations are subject to change without notice.

c. Exhibitor understands that there will be a limited amount of time to load-in and set-up on Thursday and that a small amount of additional set-up time will be provided on Friday morning before the convention opens.

d. Exhibitor agrees to have completed set-up, in its entirety, no later than 30 minutes before the convention opens to VIP badge holders each and every day of the convention.

e. Exhibitor agrees to have all exhibitor spaces open and operational from open to close every day of the convention, including, but not limited to, the final day of the convention. No early break down, departure, or load-out is permitted.

f. Exhibitor understands that there will be a set amount of time to load-out on the final convention day and agree to remove all of Exhibitor's product, belongings, and set-up within the allotted time. Failure to comply may result in additional costs from the host facility charged directly to the Exhibitor.

**g. Exhibitor understands that load-in only takes place on the Thursday before the convention begins and you will not be permitted to load-in any other day.**

h. No child under the age of 18 is permitted in the facility during load-in or load-out times. This includes, but is not limited to, the Vendor Floor, Artist Alley, Writers Row, loading docks, truck staging areas, and/or service corridors.

## 6. DISPLAY RULES AND REGULATIONS

a. Exhibitors may make use of audio and visual equipment.

b. Exhibitor agrees to not display or output any offensive images or sound. Pensacon and its representatives reserve the right to determine what is offensive and at their sole discretion direct that offensive material is removed.

c. Exhibitor agrees to play any audio at a reasonable noise level. Pensacon and its representatives reserve the right to determine what is a reasonable level and may at any time direct Exhibitor to reduce the audio levels or stop audio output all together.

d. Exhibitor agrees not to display, play, permit the display or playing of, performance of, or distribution of any copyrighted material unless you have acquired all the necessary rights and approvals

and have paid all necessary royalties, fees, and other payments required to gain permission to use said material.

e. Exhibitor understands that their exhibitor space or final exhibitor space setup may not block or interfere with any other space, booth, exhibit, or aisle. **All of final exhibitor space setup must remain inside of the dimensions of the space rented.**

f. Exhibitor agrees that any damage Exhibitor, Exhibitor's staff, and/or your representatives cause to the host facilities and/or their equipment is Exhibitor's sole responsibility and that Exhibitor will be held liable for repairs and replacement by the host facility and that Pensacon will, at their request, provide them with your contact information in order for them to settle any claims or disputes with you directly.

## 7. MERCHANDISE FOR SALE

a. Exhibitor agrees to notify Pensacon through email correspondence, no later than January 1, 2019, if Exhibitor intends to sell weapons of any kind - real, fake, prop, costume, or otherwise - at Exhibitor's booth.

b. Exhibitor agrees not to sell any adult material to minors. This includes, but is not limited to the sale of weapons - real, fake, prop, costume, or otherwise.

c. All adult materials must be displayed behind tables, unless they are boxed, bagged, or otherwise sealed and cannot be opened.

d. All swords must be sold boxed or sheathed.

e. Exhibitor understands that all weapons of any kind sold must be peace-bonded at the booth using official Pensacon peace-bonding materials which Pensacon will provide. Furthermore, Exhibitor will instruct those customers that purchase swords that they must be left in the box and if no box is provided then they must be left in the sheath. Exhibitor agrees to notify them that failure to comply will result in their removal from Pensacon. **Real firearms are not permitted for sale or display at Pensacon.**

f. Any adult material containing nudity or images of a graphic and sexual nature must be covered and displayed in accordance with all state and local laws.

g. Exhibitor agrees that all merchandise/items you sell and/or bring onto the premises of the host facility and Pensacon are legal and licensed. No illegal or unlicensed items are allowed.

h. If a publisher, artist, copyright holder, or other finds that their property is being sold unlicensed by any exhibitor at the convention or elsewhere and said publisher, artist, copyright holder, or other presses charges with the authorities, then that exhibitor will be removed from the convention premises immediately. No refunds will be issued.

## 8. EXCLUSIVE/BRADED MERCHANDISE FOR SALE

a. Exhibitor agrees that the sale of any item branded with Pensacon's intellectual property, logos, images, type, slogans, etc., requires the completion and approval of licensing and permission application.

b. Exhibitor understands that it is at Pensacon's sole discretion as to who is approved to sell Pensacon branded merchandise and at what quantities.

c. Exhibitor understands that selling Pensacon branded merchandise requires approval from, and a contract with, Pensacon, LLC, and Exhibitor agrees to have at their booth and to present a copy of the contract if asked.

d. Exhibitor understands that selling, displaying, or providing free of charge, any Pensacon branded items or materials without expressed written consent from Pensacon, LLC is in direct violation of Pensacon's rights and that violators will be prosecuted to the fullest extent of the law.

## 9. SECURITY

a. Pensacon, at its cost, will provide overnight security at the main host facility.

b. Exhibitor agrees that Exhibitor is responsible for the security and safety of your own merchandise and/or product during load-in, load-out, and convention hours.

c. Exhibitor understands and agrees that Pensacon, its representatives, partners, or host facilities are not responsible for any property that is lost, stolen or damaged.

## 10. TAXES AND LICENSES

a. If Exhibitor is granted permission to sell taxable goods or services at Pensacon Exhibitor agrees that you are a registered dealer with the Florida Department of Revenue or will be no later than the Thursday of load-in for Pensacon and must provide proof of registration if asked.

b. Exhibitor agrees to obtain any and all permits, licenses, identification numbers, and/or approvals under local, state, or federal law, at Exhibitor's sole expense, that are applicable to your activities at Pensacon.

c. Exhibitor understands and agrees that Exhibitor is responsible to pay to any government authority any and all taxes, use fees, license fees, penalties, levies, or charges due that may be incurred by Exhibitor's activities at the convention.

## 11. STATEMENT OF VALUES

a. Any Exhibitor that has been approved to do business at Pensacon is expected to conduct themselves in a manner that conforms with our Statement of Values before, during, and after the convention. The Statement of Values can be found on the Pensacon website ([www.pensacon.com](http://www.pensacon.com)).

b. Any Exhibitor that Pensacon deems to be have acted in a manner which is contradictory of our Statement of Values will have their privileges as an exhibitor at Pensacon revoked. You agree and understand that no refunds will be issued.

## 12. LIABILITY AND FORCE MAJEURE

a. Under no circumstances shall Pensacon, LLC 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. In no event shall Pensacon's maximum liability under any circumstances exceed the amount actually paid to Pensacon by the Exhibitor for exhibitor space rental pursuant to this contract. Pensacon makes no representations or warranties,



express or implied, regarding the number of persons who will attend Pensacon or regarding any other matter.

**b.** You agree to save, keep, protect and hold harmless Pensacon, LLC from any damage(s) or charge(s) imposed for violations of any regulation or ordinance by Exhibitor and Exhibitor's employees or agents, or from Exhibitor's failure to comply with the terms and agreements of this contract. Furthermore, Exhibitor shall at all times protect, indemnify, save, and keep harmless Pensacon, LLC against and from any liability, expense, loss, or cost damage which arises out of or from or by reason of any act or omission of Exhibitor, Exhibitor's employees, or agents.

**c.** Pensacon makes no guarantees, representations, or warranties about the location of any exhibitor space, the number of attendees during convention hours or any other time, and/or who any other exhibitors may be and/or what they may sell or offer to convention attendees.

**d.** The scheduling of Pensacon is subject to change due to events beyond the control of Pensacon, LLC or its staff.

**e.** Exhibitor agrees to indemnify and/or hold Pensacon harmless for any and all injuries that occur within Exhibitor's rented space, or for injuries that are caused by the actions of Exhibitor, Exhibitor's employees, Exhibitor's representatives, and/or Exhibitor's other associates, not limited to, but including friends and family. Exhibitors must comply with all local, state, and federal laws.

### **13. PENSACOLA BAY CENTER (PBC) - THE HOST FACILITY – POLICIES AND OPERATIONAL STANDARDS**

**a.** Outside food and beverage, including alcohol, are not allowed as the PBC has numerous exclusive contracted service providers that offer food and beverage for purchase inside and outside the PBC. The exception to this rule is that exhibitors may bring in a small beverage cooler each day before the convention opens. Cooler may only be stocked with Coca Cola products as defined by the official Coca Cola website. No food is permitted to be brought inside in the coolers or otherwise.

**b.** Exhibitor will receive daily parking privileges via an exhibitor parking pass distributed at exhibitor load-in on Thursday. Exhibitor badges will also be needed to park in the designated exhibitor parking area. Overnight parking on the PBC property is strictly prohibited. No RV's or other recreational vehicles are allowed in the exhibitor parking area. Parking in the loading bay areas or service road is prohibited.

**c.** Property left by exhibitors will be considered abandoned after 48 hours from the end of the convention. Any property not claimed within 48 hours will be disposed of at the sole discretion of Pensacon or PBC.

**d.** The PBC does not accept deliveries from any exhibitor before, during, or after the convention. Pensacon, LLC will accept pre-approved, prearranged deliveries in limited size and limited quantities. This service is typically reserved for celebrities and guest artists due to the nature of their travel arrangements.

**e.** No stock, supplies, equipment, displays, props, or exhibits are allowed to enter or leave through the front entrance of the PBC.

**f.** Exhibitor agrees that no music or artistic work or other property protected by copyright will be exhibited, used, performed, or produced, nor will the name of any entity protected by trademark be exhibited, reproduced, or used during Exhibitor's use of the host facilities, unless Exhibitor has obtained license and expressed written permission from the copyright or trademark holder. Exhibitor covenants to

comply strictly with all laws respecting copyright and trademarks and agree that you will not infringe any related statutory, common law or other rights of any person during your use of the host facilities. Exhibitor is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Exhibitor will indemnify and hold Pensacon, LLC, the Pensacola Bay Center, and their respective officers, agents, representatives, and employees harmless from all costs and/or claims, liability, losses and/or damages (including court costs and attorney's fees) with respect to such copyright or trademark rights.

#### 14. FAILURE TO COMPLY AND RECITALS

a. Exhibitor 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 Exhibitor, Exhibitor's staff, and/or Exhibitor's representatives by Pensacon and its representatives constitutes a breach of contract between Exhibitor and Pensacon and could result in Exhibitor's immediate removal from the convention. No refunds will be issued under these circumstances and Exhibitor forfeits any and all appeals and arbitrations that may have been available to Exhibitor.

b. Exhibitor acknowledges that these ***Terms and Conditions*** are intended to be as broad and inclusive as permitted by law and that if any portion of these ***Terms and Conditions*** is held invalid or otherwise unenforceable, the validity and enforceability of all remaining provisions, terms, and conditions shall not be impaired.

c. Exhibitor has carefully read these ***Terms and Conditions*** and fully understands the contents. Exhibitor voluntarily agrees with the ***Terms and Conditions***. Exhibitor acknowledges that the terms and conditions set forth herein are contractual on fully enforceable and not a mere recital.

