

90'S CON FL 2024

Vendor Exhibitor Application

*September 13-15, 2024 @ The Ocean Center
- 101 North Atlantic Ave, Daytona Beach, FL 32118 -*

Legal Name of Business:

Contact Name:

Address

City:

State:

Zip:

Phone #:

Alternate Phone #:

Email:

Website:

Are you a vendor, artist, or writer? What type of merchandise is to be sold/displayed? Be specific and please include pictures of your recent booth setup and product from previous shows, emailed with your PDF application:

That's4Entertainment only accepts credit cards. If your application is approved would you like to pay in full or pay only the 25% deposit (remaining balance due in full by 07/01/2024)? Please specify one or the other:

Cost per IN-LINE SPACE: \$850.00	How many? _____			
Cost per END SPACE: \$950.00	How many? _____			
Each space rented includes the following:		Please mark "YES" or "NO" to indicate if you desire these items to be in your booth setup.		
One 8ft Skirted Table		_____ YES	_____ NO	
Two Chairs		_____ YES	_____ NO	
Trash Bin		_____ YES	_____ NO	
To be completed by That's4Entertainment staff only:				
TOTAL COST:				
DEPOSIT:				
REMAINING BALANCE:				

You will be charged 25% of the total cost you owe to That's4Entertainment, for cancellations. No refunds of any kind will be issued after June 14, 2024.

Completing this application is not a guarantee of approval for Exhibitor status at 90's Con FL. If you are approved your final total and payment information will be sent as a Square invoice 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 4 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:

Print Name:

Title:

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.

Return only the first three pages of this application.

This application must be returned as a single PDF with multiple pages. If it is returned in any other format, it will not be reviewed and will be denied.

Please make sure you review the Terms and Conditions, and specifically the section labeled "Load-in and Load-out."

If you need assistance completing this application, please email us at:

vendors@thats4entertainment.com

- **All space rentals require approval**
- **Load-in:** Thursday, September 12, 2024 from 1pm - 7pm
- **Load out:** Sunday, September 15, 2024 from 5pm - 10pm
- **THERE WILL BE NO LOAD-IN/ARRIVALS/CHECK-IN PERMITTED ON FRIDAY!**
- **Exhibitor entry on conventions days:** Friday @ 12:00pm, Saturday & Sunday @ 8:00am
- **All Exhibitors** must be completely set up by 8pm Thursday (09/12) evening and remain set up until 5pm Sunday (09/15) evening.
- **In-line space rental** includes a 10x10 piped and draped area, one 8ft skirted table, and two chairs.
- **End space rental** includes the same area and equipment as an in-line space rental, but within an end space.
- **Additional furnishings** may be ordered directly from the decorator.
- **All Exhibitors** may provide, at their own cost, additional tables and chairs for their space (everything must fit within the confines of your space rental).
- **Electricity and WiFi are not included in your space rental.** Electricity is only available on the exhibitor floor. Electricity and WiFi must be ordered from the convention center. If you forget to order either you will have to try and make arrangements with the venue and pay whatever additional fee they might charge. We cannot guarantee they will accommodate you. It is at their discretion.
- **Two badges or wristbands are issued for each space you rent.** Additional badges or wristbands 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 90's Con FL.
- **Children under 18** are not permitted in the building or event areas during load-in or load-out or at any time the event is not open to the public. Children under 18 require a standard pass and will only have the access that pass provides. Their pass must be purchased separately and at full price. Please see sections 4 and 5 of the included Terms and Conditions for more information.

90'S CON FL

GENERAL TERMS AND CONDITIONS

1. EXHIBITOR'S UNDERSTANDING AND CONSENT

a. By submitting an application to be an Exhibitor, also known as Vendor, Artist, Writer, or Creator at 90's Con FL, you, your employees, your business, and all business associates and others which may attend 90's Con FL on your behalf (collectively "Exhibitor" or "You"), should your application be accepted, agree to all terms, conditions, rules, and regulations set forth by That's4Entertainment.

b. Exhibitor understands and agrees that That's4Entertainment 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 That's4Entertainment will make every effort to resolve any dispute between Exhibitor and That's4Entertainment and that any and all resolutions That's4Entertainment 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 That's4Entertainment in a timely fashion and in accordance with the terms set forth in this application.

b. That's4Entertainment requires a **25% deposit** of the total cost to hold a space(s).

c. Exhibitor has **five (5) days** from day of notification of acceptance into 90's Con to pay for space reservations 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 July 1, 2024.

f. Exhibitor agrees to pay a **cancellation fee of 25% of the total cost owed to That's4Entertainment for any and all cancellations.** Refunds of any remaining balance will only be issued if Exhibitor cancels before **June 14, 2024.** If Exhibitor fails to cancel by this date set forth herein, no refund will be issued.

3. EXHIBITOR SPACE

a. That's4Entertainment will provide each vendor exhibitor space: pipe and drape, one 8ft table (additional tables may be ordered from the decorator), two chairs and a trash bin. Artist and writer exhibitor space is provided with one 6ft table and two chairs. Creator exhibitor space is provided with pipe and drape, one 6ft table, and two chairs.

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

c. Electricity may be ordered from the venue for an additional charge. 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. That's4Entertainment and its representatives reserve the right to change or alter Exhibitor locations at their sole discretion with or without prior notice.

e. Subletting and/or sharing of space is not permitted. Only one approved vendor may occupy the total reserved space.

4. EXHIBITOR BADGES AND IDENTIFICATION

a. Exhibitors will be issued two exhibitor badges and/or wristbands for each space rented. Additional badges and/or wristbands may be purchased at a discounted rate, however, Exhibitor may only purchase additional badges and/or wristbands up to the allotted amount the space comes with. **Example:** *Exhibitor rents two exhibitor spaces and receives four badges and/or wristbands with the spaces. Exhibitor may purchase up to four additional exhibitor badges and/or wristbands, 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. No child under the age of 18 shall be issued an exhibitor badge or permitted inside the venue during hours when the show is closed to the public. In order for children under the age of 18 to gain entry to 90's Con, standard passes must be purchased at full price and they must enter and exit with standard pass holders during convention open and closing times.

d. **Exhibitors and their staff must check in each morning at the designated check-in station or entry point. Valid identification (described as a driver's license, state ID card, military ID, or passport) and exhibitor badge and/or wristband may be requested at exhibitor check-in each morning and anytime for any reason.** Failure to provide identification at That's4Entertainment's request will result in Exhibitor staff not being permitted onto, or removed from, the exhibitor areas.

e. You agree that any and all badges and/or wristbands issued to you remain the property of That's4Entertainment and that all badges and/or wristbands and corresponding privileges can be revoked at any time. Upon revocation, Exhibitor agrees to return all badges and/or wristbands.

f. You understand that any and all badges and/or wristbands, including, but not limited to, exhibitor badges and/or wristbands, are to be issued to a single individual and **are non-transferable**. Any attempt to transfer a badge and/or wristband will result in that badge and/or wristband being revoked and repossessed, at which point the offending parties will be asked to leave the premises. No replacement badge and/or wristband will be issued in its place.

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

h. Exhibitor agrees that additional passes will only be available for purchase during exhibitor load-in. Payment for badges and/or wristbands purchased at exhibitor load-in may only be made by credit card.

i. Exhibitor badges and/or wristbands 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 and VIP badge holders will be given priority over Exhibitor pass holders and That's4Entertainment makes no guarantees about space, guest, panel, etc. availability throughout the convention.

5. LOAD-IN AND LOAD-OUT

a. Exhibitor agrees that **load-in/arrival/check-in (henceforth known as load-in) times will be scheduled for Thursday, 09/12/24, by That's4Entertainment, 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 scheduled time.

b. Exhibitor will be notified of their scheduled load-in time through email correspondence, no less than five (5) days in advance. Please note booth 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 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 badge holders each and every day of the convention.

e. Exhibitor agrees to have all exhibitor spaces open and operational from open (defined as open to VIP pass holders) 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 arrival and load-in only takes place on the Thursday before the convention begins and you will not be permitted to arrive and/or 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.

i. Exhibitor understands that the Ocean Center and Suncoast, the decorator for 90's Con FL, may utilize union labor and that exhibitor may be subject to union fees if any single vehicle, including any trailer or other attachment, exceeds 14ft. Exhibitor agrees to pay any union fees that they may incur and agrees that failure to do so will result in exhibitor not being permitted to load in. No refunds will be issued.

6. DISPLAY RULES AND REGULATIONS

- a. Exhibitors may make use of audio and/or visual equipment.
- b. Exhibitor agrees to not display or output any offensive images or sound. That's4Entertainment and its representatives reserve the right to determine what is offensive and at their sole discretion direct that offensive material be removed.
- c. Exhibitor agrees to play any audio at a reasonable noise level. That's4Entertainment 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 altogether.
- d. 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 the final exhibitor space setup must remain inside of the dimensions of the space rented.**
- e. Exhibitor agrees not to place tape or any unapproved material on the floor. Approval may only be granted by the venue and all decisions the venue makes concerning the matter are final. Exhibitor agrees to pay any fines, cleaning fees, or other fees if found in violation of this rule and grants That's4Entertainment permission to share your contact information in order for the venue to bill you for any fees, fines, or other.
- 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 That's4Entertainment 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. Weapons are not permitted for sale at 90's Con.
- 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. 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.
- e. Exhibitor agrees that all merchandise/items you sell and/or bring onto the premises of the host facility and 90's Con are legal and licensed. No illegal or unlicensed items are allowed.

f. 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 press charges with the authorities, then that exhibitor will be removed from the convention premises immediately. No refunds will be issued.

g. 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.

h. Food or beverage items may not be sold or given away at exhibitor booths without express written approval of That's4Entertainment and the Ocean Center. If granted approval, all consumable items must be pre-packaged.

8. EXCLUSIVE/BRANDED MERCHANDISE FOR SALE

a. Exhibitor agrees that the sale of any item branded with That's4Entertainment'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 That's4Entertainment's sole discretion as to who is approved to sell 90's Con branded merchandise and at what quantities.

c. Exhibitor understands that selling 90's Con branded merchandise requires approval from, and a contract with, That's4Entertainment, 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 90's Con branded items or materials without expressed written consent from That's4Entertainment is in direct violation of That's4Entertainment's rights and that violators will be prosecuted to the fullest extent of the law.

9. SECURITY

a. That's4Entertainment, 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 That's4Entertainment, 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 90's Con, Exhibitor agrees that you are a registered dealer with the State's Department of Revenue or will be no later than the Thursday of load-in for 90's Con 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 90's Con.

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 90's Con is expected to conduct themselves in a manner that conforms with That's4Entertainment's Statement of Values before, during, and after the convention.

b. Any Exhibitor that That's4Entertainment deems to have acted in a manner which is contradictory to our Statement of Values will have their privileges as an exhibitor at 90's Con revoked. You agree and understand that no refunds will be issued.

12. LIABILITY AND FORCE MAJEURE

a. Under no circumstances shall That's4Entertainment 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 That's4Entertainment's maximum liability under any circumstances exceed the amount actually paid to That's4Entertainment by the Exhibitor for exhibitor space rental pursuant to this contract. That's4Entertainment makes no representations or warranties, express or implied, regarding the number of persons who will attend 90's Con or regarding any other matter.

b. You agree to save, keep, protect and hold harmless That's4Entertainment 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 That's4Entertainment 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. That's4Entertainment 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 90's Con is subject to change due to events beyond the control of That's4Entertainment or its staff.

e. Exhibitor agrees to indemnify and/or hold That's4Entertainment 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. The Ocean Center (OC) - THE HOST FACILITY –

POLICIES, OPERATIONAL STANDARDS, RULES AND REGULATIONS

- a.** The Space shall not be used for sleeping or lodging purposes or, except for authorized concessions, be used for cooking without the venue's prior, express written consent.
- b.** All vehicles and material handling equipment supplied by or for use in the Premises shall be equipped with wheels, which do not mark or mar the floor surface.
- c.** No vehicles or other equipment or displays that exceed the Hall floor load shall be brought or placed in the Building.
- d.** Exhibitors and their invitees shall promptly and courteously comply with the directions of any security personnel employed or used by Licensor or local authorities.
- e.** No advertisements, signs, handbills or other visual media devices shall be placed outside of, or attached to, the exterior or interior of the Building without prior express written consent. No handbill or the like shall be placed on the windshields or any cars, wherever located within the Ocean Center (OC), before, during or after any Event. No handbills or other promotional material shall be distributed in areas other than the exhibitor area, without consent. Exhibitor will remove, at Exhibitors expense, any unauthorized signs that violate this rule.
- f.** Any tape or other adhesive materials used for marking the floor must be approved by OC. Exhibitor will be billed at a rate of \$50 per hour for the removal of any such material left on the floor after the Event has ended.
- g.** Admission of the public to the Event shall only be allowed through designated entrances and corridors.
- h.** Vehicles not otherwise permitted in the Hall as part of the Event or the Move- In or Move- Out and animals shall not be allowed in the hall, except with OC's prior, express, written consent.
- i.** Exhibitor shall not obstruct or interfere with other tenants, occupants and users of or visitors to the building wherein the the Hall is located.
- j.** In the interest of public safety, That's4Entertainment/OC may modify any terms or conditions of the Agreement or these Rules and Regulations, and all exhibitors shall comply with such modification.
- k.** Gambling is prohibited.
- l.** Parking is permitted only in designated parking areas.
- m.** Smoking is not permitted in the hall. That's4Entertainment/OC has the right to take whatever action is necessary to preserve a smoke-free environment.
- n.** Carts or dollies with steel wheels are not permitted in carpeted areas.
- o.** Loading and unloading are permitted only in designated loading areas. No loading is to take place at main entrances to building nor carried through lobby.

p. Helium or other lighter-than-air inflated balloons are not permitted inside the Hall, without express written consent of That's4Entertainment/OC. Removal of balloons in the Hall will be billed to the Exhibitor at the rate of \$50.00 per hour.

q. Any equipment or articles of exhibitor's remaining past the expirations of the Load-Out Period may be considered abandoned and may be disposed of at cost to the owner of such equipment/articles. Items will not be stored for pick-up.

r. The Ocean Center will not accept freight shipments of any kind.

s. Crates cannot be stored on exhibition floor at any time during event period.

t. Food or beverages may not be brought or consumed in facility, unless purchased at an on-site concession stand or lounge or with express written consent of OC.

u. Alcoholic beverages may not be brought or consumed in facility, unless purchased at an on-site concession stand or lounge. Beverages must be removed from facility or will be subject to confiscation.

v. Propane and other fuels may not be utilized in facility unless approved by the Fire Marshall.

w. No pets are permitted in the Hall, with the exception of service animals, without express written consent of That's4Entertainment/OC.

x. No Exhibitor may block or interfere with aisles.

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 That's4Entertainment and its representatives constitutes a breach of contract between Exhibitor and That's4Entertainment 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.