



Empire Comic Fest Vendor Application

Thank you for your interest in being a Vendor at Empire Comic Fest. We look forward to working with you to promote the show in your stores, on your websites, and across all social media. Our goal is to attract comic book collectors throughout Upstate New York and beyond.

Name:
Phone Number:
Business Name:
Address:
City:
State:
Zip:
Email Address:
Business name and / or website to list on the ECF Website:
What are you selling? (Graded / raw comics, Golden / Silver / Bronze / Modern comics, etc.):
Special requests? (booth location, additional tables, chairs, etc.). We will do our best to accommodate you:

Note: Each 10x10-foot space comes with one 8 foot table and two chairs. Additional tables & chairs may be available, while supplies last. You may also use your own tables, chairs, grid walls, or display racks as long as it remains within the boundaries of your allotted space.

Pay Early (Discounted Prices If Paid By April 1st, 2023):

- 2-Days (Fri/Sat):** 10'x10' space with 8-foot table @ \$150 ea - Qty =
- Saturday Only:** 10'x10' space with 8-foot table @ \$100 ea - Qty =

Regular Prices (After April 1st, 2023):

- 2-Days (Fri/Sat):** 10'x10' space with 8-foot table @ \$180 ea - Qty =
- Saturday Only:** 10'x10' space with 8-foot table @ \$120 ea - Qty =

Once your application is approved, you will receive an invoice with payment options. Payment options are: PayPal, Venmo, or check. Booths are NOT guaranteed or confirmed until the application is accepted and invoice is paid in full (due within 7 days receipt of invoice).

I hereby agree to the Empire Comic Fest Rules & Regulations and Event Terms and Guidelines:

Signature of Vendor

Date



NEXT STEPS

1. Read the Empire Comic Fest Rules & Regulations
2. Fill-out, Sign, and Date the Empire Comic Fest Vendor Application above
3. Email the signed Application to: admin@sellingcomics.com or print out and hand the completed application to any of the ECF show promoters.
4. We will review your application. If accepted, we will send you instructions and information on how to pay via PayPal, Venmo, or check.
5. Updated details for the show, including table(s) assignment will be provided once all spaces are sold or at the latest, one week prior to the start of the show.

***Thank you for your interest in being a vendor at
Empire Comic Fest!***



Empire Comic Fest Rules & Regulations

Empire Comic Fest is a two-day comic book show being held at the Jewish Community Center (JCC) at 1200 Edgewood Drive, Rochester, NY 14618 on Friday and Saturday July 7th-8th, 2023. This event focuses on comic books and brings together comic dealers, vendors, comic book stores, and comic book collectors in a fan based environment. **Retro Recollectibles Inc** is the Event Organizer.

MASK POLICY

Empire Comic Fest will follow the New York State guidelines re: face coverings. Currently face coverings are optional but recommended. We will continue to evaluate our policies and adjust as needed in order to keep everyone safe.

BOOTH PRICING

Vendor spaces will be located in the event rooms and the adjoining vestibule area which is a short walk from the event entrance located on the west side of the building. Each vendor space is 10' x 10' and comes with one 8-foot table with two chairs. Additional tables are available upon request, as supplies last. You may also use your own tables, chairs, grid wall, or unique setup, as long as they remain within the boundaries of your allotted space.

Vendor Booth Pricing:

If Paid By April 1st:

- **2-Days (Fri/Sat):** 10'x10' space - \$150 each
- **Saturday Only:** 10'x10' space - \$100 each

After April 1st:

- **2-Days (Fri/Sat):** 10'x10' space - \$180 each
- **Saturday Only:** 10'x10' space - \$120 each

Locations are not guaranteed, but we will do our best to meet any preferences.

SHOW TIMES

Friday July 7th:

- **Vendor Set-Up:** 9:00 AM – 1:00 PM
- **Show Time:** 1:00 PM - 7:00 PM *

Saturday July 8th:

- **Vendor Set-Up:** 8:00 AM – 10:00 AM
- **Show Time:** 10:00 AM - 5:00 PM *
- **Break-Down:** 4:30 PM (Note: depending upon attendance, this time is flexible. Please be courteous if patrons are still in attendance.)



* **NOTE:** Guests who purchase Early Bird/VIP packages will be allowed to enter one hour earlier than the posted start time.

PAYMENT METHODS

PayPal, Venmo, or check. Please note that submitting an application is not a guarantee you will be assigned a booth. Once an application is received, if approved by **Retro Recollectibles Inc** (Event Organizer), we will confirm your attendance and assigned space(s) at the event. Payment in full is required within 7 days of your space confirmation; otherwise your space may be reassigned.

SPACE INFORMATION

Once approved, you will have 7 days from the time of approval to pay for your space. An invoice will be sent to you upon approval.

Full payment and a signed contract are required in order to guarantee spaces. No spaces will be reserved by application alone. Submission of an application does not guarantee space.

Once approved, we strongly encourage vendors to send us high quality, representative images of your merchandise (comic books), so we can publicize your attendance on social media and our website: www.empirecomicfest.com.

GENERAL INFORMATION

Please review the following Rules & Regulations governing Empire Comic Fest, and if you have any questions or concerns, please email: admin@sellingcomics.com.

By signing and returning this application, you confirm that you have read the following and agree to, and comply with, all rules, regulations, specifications, and submissions, incorporated herein, in their entirety.

VENDOR WRISTBANDS

You will receive two vendor wristbands for each space purchased. You may also request two extra wristbands during setup (to be used only by those working with you at your booth). These are limited to two additional per vendor. Dealer wristbands must be worn at all times by any person working a booth. Wristbands may not be sold, loaned, or otherwise transferred to persons who are not working for you.



EVENT TERMS AND GUIDELINES

For the purposes of this contract, the term “vendor” shall apply to those with a vendor booth space at Empire Comic Fest.

1. Please check-in at the ECF staff when you enter the event facility so we may show you the fastest / easiest way to load in, inform you of your exact booth location, and supply you with any last minute information.
2. Displays will not extend beyond the boundaries of the space that is paid for and provided or into the aisle in front of tables. Vendors shall store all boxes and extra stock under tables or in vehicles and out of the customer’s eye view. Aisles and public floor areas MAY NOT have product(s) racks, displays or boxes in / on them. You may not occupy any area outside your rented space or table.
3. Booth locations are to be determined by the Event Organizer, and we will not be able to guarantee their locations.
4. Vendor agrees to keep area clean and is responsible for any damage caused to the facility. Vendors will dispose of all garbage, boxes, etc. at load out time. Vendor agrees to remove all materials and decorations from booth and agrees to return space back to the same condition as it was received.
5. All vendor tables, and their spaces, must remain intact throughout the entire show. Vendors shall not shut down, dismantle, and/or remove booth exhibit sooner than at closing of show, without express permission of the Event Organizer. Doing so will jeopardize the opportunity to participate in future events with Event Organizer.
6. All vendor / exhibitor booths, and their respective spaces, must be staffed at all times. Vendors are responsible for opening on time. Vendors will be notified of the opening and closing times by the Event Organizer. In the event a vendor does not occupy assigned space within one hour before the opening of the event, the Event Organizer reserves the right to sell or use space without refund or obligation to the original vendor.
7. Spaces may not be shared or sublet unless prior authorization is given by the Event Organizer. Please do not add or make significant changes to the products listed on your application. We use this information to provide a planned vending experience for our attendees. If your show day booth contains items significantly different than what was listed on your application, you may be subject to forfeiture of booth space, without refund.
8. Children of vendors must behave and not be disruptive to customers and / or other vendors. All children must remain in the presence of adult supervision. Children under 18 years of age may not man booths without an adult present.
9. Audible displays or sounds are permitted but must be maintained at an approved acceptable sound level. Music must be played at a level only for the vendor to hear. Publicly played music (that which the attendees can clearly hear), must have a public performance license by the vendor to be legal.



10. Once approved as a vendor, you agree that the Event Organizer and its partners may promote your participation in the event, which may include use and display of your name and any logos provided, on the event website, printed materials, social media accounts, and any other promotional means.
11. Vendor is responsible for all merchandise sold by vendor at the event, including obtaining any necessary rights, consents, or licenses to promote and sell vendor's merchandise at the event. The Event Organizer has no responsibility or liability for any merchandise sold at the show.
12. Vendor agrees to indemnify and hold harmless the Event Organizer and all its partners, agents, and show venue entities, and their respective staff members, workers, employees and agents, from and against any claims, demands, or actions, and associated losses, damages, expenses, and any other liabilities arising from or related to vendor's merchandise or participation in the event.
13. Vendor is responsible for all taxes and licenses required to sell by the state, county, and / or parish and the reporting of said taxes. The Event Organizer will not be held responsible, and vendor will indemnify and hold harmless Event Organizer, from vendor's failure to collect, report, and / or submit sales tax charges. Failure to submit taxes will result in a permanent ban from all Event Organizer events, and forfeiture of any prepaid booth fees, as well as reporting to appropriate authorities.
- 14. *The Event Organizer, its partners, agents, and show venue entities, and their respective staff members, workers, employees and agents are not responsible or liable for any theft, loss, damage, or any other liability arising from or relating to vendor's participation at the event. Vendor acknowledges and agrees that the Event Organizer will not provide or maintain insurance coverage for vendor's persons or property, and it is vendor's sole responsibility to obtain insurance coverage to protect against any such loss or damage.***
15. The Event Organizer in no way endorses any vendor's merchandise, exhibits, views, beliefs, or actions. All vendors are deemed to be their own business / entity and in no way reflect on the Event Organizer in any way. Vendors do not represent the Event Organizer and the Event Organizer assumes no responsibility for any merchandise bought, sold, or brought on the premises.
16. We reserve the right to refuse to allow displays or merchandise that is X-rated, extremely violent, contains graphic nudity, shows drug paraphernalia, or are weapons of any kind. This is an all-ages, family event and will be treated as such. Mature 18+ materials such as magazine and comic book covers must be properly censored if visible and accessibility must be limited to vendors and their workers only.
17. Vendor items such as swords, knives or other bladed weapons (and anything similar), are not allowed at this event either for sale, display or as a prop. Such items may be confiscated by the Event Organizer if they are brought into the event facility. Vendors attempting to sell such items will be asked to remove them from the premises of the event. Refusal to do so will result in immediate eviction from the event facility and forfeiture of any fees.



18. Except for personal consumption, food and beverages are not to be sold by vendors at this event. There will be an on-premis café for dining needs as well as several food vending machines.
19. All merchandise bought or sold at our conventions is done strictly between vendors and attendees. The Event Organizer is not party to any transactions made between said parties. Any concerns about bootleg merchandise must be addressed with the IP / copyrights holder themselves as the Event Organizer holds no legal responsibility in regard to said matters.
20. The vendor will be held responsible for any damage done to their area.
21. All vehicles used for loading and unloading must be removed from the loading area as quickly as possible so as not to obstruct traffic, block fire zone or delay other exhibitors in their unloading and set-up efforts. Vendor's vehicles need to be insured and the owner / policyholder is responsible for any damage caused by any such vehicles or the operators thereof to the facility, other vehicles, or otherwise.
22. Vendor understands that once a vendor space is paid for, no money or credit will be issued or refunded, even if the vendor is unable to attend the show. **NO REFUNDS, NO EXCEPTIONS.**
23. There will be no smoking / vaping in the facility and all vendors must comply with all state, fire, and safety laws.
24. The Event Organizer makes no guarantees regarding event attendance.
25. Vendor and the Event Organizer are independent contracting parties. No employment or agency or similar relationship is created by this agreement. Vendor may not bind the Event Organizer in any way or hold itself out as an employee or agent of the Event Organizer, or in any way suggest that the Event Organizer endorses or sponsors vendor or vendor's products, services, or merchandise.
26. Vendor agrees to follow all rules and regulations of the Event Organizer, staff, and venue (and its management), at all times. The Event Organizer reserves the right to terminate vendor's participation if rules are not followed – with no refunds at any time for any reason.
27.
 28. The Event Organizer reserves the right to change, alter, or revise the Rules & Regulations as it deems necessary.