DEALER TERMS AND CONDITIONS

The following contains important information about MantiCon 2018 DEALER TERMS AND CONDITIONS. Please read carefully. All MantiCon 2018 Dealer Applicants are required to sign and return this form with their application materials.

I. APPLICATION

1. The Royal Manticoran Navy, d/b/a MantiCon, reserves the right to reject any dealer application, for any reason, at its sole discretion.
2. To be considered for Dealer Space, your application forms and full payment must be postmarked no later than February 1, 2018 (*November 1, 2017 for early bird pricing). After that date, reservations will be accepted on a first come, first served basis.
3. **Full payment for Dealer Space and any optional additions (dealer badges, upgrades, electricity, advertising) MUST accompany your completed and signed Dealer Application Form.** Space will NOT be assigned without full payment for all items.
4. The MantiCon 2018 Dealer Department will assign Dealer Spaces according to when completed application and payment are received, and as convention management determines what is best for room layout.

II. DEALER TABLES, OPTIONS, FEES AND SPECIFICATIONS

1. **Table Space**
   - **Basic Dealer Package**
     Cost: $150 ($135 early bird). Specifications: Table Space area is 6’ x 8’ rectangular with 8’ frontage to the aisle. Table provided is 8’ x 30” and includes identification sign with company name, two (2) chairs, wireless internet access, listing on MantiCon 2018 website/social media, and access to trash disposal.
   - **Large Dealer Package**
     Cost: $225 ($210 early bird). Specifications: Table Space area is 6’ x 16’ rectangular with 16’ frontage to the aisle. Two (2) tables provided (8’ x 30” each) and includes identification sign with company name, three (3) chairs, wireless internet access, listing on MantiCon 2018 website/social media, and access to trash disposal.

2. **Dealer Badges**
   Convention Dealer Badges will be provided based on the Table Space package purchased as follows:
   - **Basic Dealer Package** – Two (2) Free Dealer Badges
   - **Large Dealer Package** – Three (3) Free Dealer Badges
   - **Additional Paid Dealer Badges** - $20.00 each additional badges up to a maximum of 3 additional badges.
Dealer Badges will allow access to all non-badged areas of the convention and access to ConSuite during Dealer Room hours. For access to badged areas, and after-hours ConSuite, a badge upgrade can be purchased at the following rates:

**Dealers Gryphon Standard Upgrade** - $25.00 each, includes access to all non-badged areas and after-hours functions.

**Dealers Sphinx Upgrade** - $50.00 each, includes all Gryphon Standard access plus convention swag included in the Sphinx Membership Package.

**Dealer Badge Names:** For security purposes, all badges must have a name provided – mere description such as salesman or company name will *not* suffice – name must be provided.

All names for badges must be submitted with Dealer Application and postmarked not later than February 1, 2018 (November 1, 2017 for early bird pricing).

Dealer Badges and any upgraded badges ordered will be available for pick up at the Dealer HQ on-site at the convention location (badges will not be mailed prior to the convention).

3. Electrical
   - Cost: $35.00 for 120V AC 20A single phase power. It is recommended you bring your own power/surge strip and extension cord(s).

4. Internet
   - Wireless internet is provided free of charge in meeting spaces, dealer room and hotel rooms during the convention.

5. Shared Dealer Space
   - There is no additional cost for an extra dealer/company sharing the same table (i.e. 2 or 3 dealers sharing a table or group of tables). Dealers/Companies may share space with other Dealers/Companies, pending approval from convention management. Dealers are NOT permitted to assign, sublet or share any part of their space without written approval of convention management. The primary or “host” Dealer/Company is responsible for completing a separate Dealer Application Form for each “share” Dealer/Company and payment of all Dealer Space fees and associated costs. *The number of Dealer badges provided with the table package is limited by the Dealer Package purchased, and any additional badges must be purchased.*

### III. PAYMENT

1. Payment in Full is due at the time of application and no later than February 1, 2018 (November 1, 2017 for early bird pricing). If full payment is not received by the due date, the dealer may lose their space at the MantiCon 2018 Dealer Department Head’s discretion.

2. Make checks payable to MantiCon. All checks written on foreign bank accounts must include a $45.00 Bank Processing Fee. There will be a $35.00 charge for checks returned for insufficient funds and a Bank Check or USPS Money Order will be required to replace any returned check.
3. Payment via PayPal is also acceptable. Please remit funds to finance@manticon.org
4. Dealer Space fees are refundable, less a $35.00 cancellation charge, provided The Royal Manticoran Navy, d/b/a MantiCon, receives written notice of intent to cancel no later than May 1, 2018. Cancellations made after May 1, 2017 are not refundable.
5. Program Advertisement space is not refundable.
6. Initial Dealer Space assignment will be confirmed after April 1, 2017 via email, only when The Royal Manticoran Navy, d/b/a MantiCon, received full payment and completed and signed Application paperwork.

IV. LIMITATIONS
1. Dealers may not sublet or assign any portion of their space other than as provided in the “Shared Dealer Space” provision above.
2. Dealers may request space to run Demonstration Games in the Game Room at the Convention. Please contact vendors@manticon.org for direction regarding who to set this up with. You MUST have a Dealer Space, or approved space elsewhere at the convention location to sell your merchandise. Gaming supplies may not be sold in the gaming room.

V. OPERATION
1. Dealer space will be assigned as detailed by convention management, and all decisions as to space assignments shall be final and binding.
2. Dealers may begin setting up in the Dealers Room on Friday from 10:00am – 2:00pm when the Dealers Room opens. Dealers arriving after 2:00pm should plan on unloading only (no set up until the following day). Please plan accordingly.
3. Prior to set up, all Dealers must check in at the Dealer HQ table at the front of the Dealer Hall. Staff will present you with your Dealer Welcome Packet and escort you to your space, which will be marked for easy identification.
4. Dealer must move into assigned space before the opening of the Dealer Room to the public at 2:00pm. In the event dealer fails to occupy the space, convention management reserves the right to use said unoccupied space to suit its own convenience, including renting space to another dealer without rebate or allowance due to defaulting dealer.
5. Hours of Operation (public) Friday 2:00pm – 8:00pm; Saturday 10:00am – 8:00pm; Sunday 9:30am – 3:00pm
6. Dealer may access the Dealer Room during off hours by contacting Ops Central.
7. Dealer may not begin dismantling or packing any table or display until one hour before the official close of the Dealer Room at 3:00pm on Sunday. Dismantling or packing prior to that time will result in forfeiture of any future Priority and possible rejection of application to future shows managed by The Royal Manticoran Navy and MantiCon.
8. No displays may be set up in aisles, fire exits or placed in such a fashion as to block the flow of traffic.
During event hours, all aisles must be kept clear for your safety as well as the safety of event patrons. Displays and activities must be designed as to not block or reduce the flow of traffic (this also means you are NOT allowed to place chairs in the aisles). Likewise, Dealer may not sell merchandise from boxes under or around their tables (i.e. floor space) which block aisles. Note the area of you booth will be clearly marked and all displays (spin racks, blister racks, chairs, etc.) MAY NOT go out of that area. You may, however, sell from under any table inside your booth area. This is a fire and safety consideration which both convention management and hotel staff will enforce. Damage resulting from event-related activities such as equipment movement, two-sided tape, nailing, etc., will be charged to the responsible parties.

9. Dealer may only post and distribute promotional materials from within their paid space, and such material, in the opinion of convention management, must be in good taste. No promotional materials may be affixed to any venue site building(s) without prior written consent and approval of materials by convention management. If Dealer wishes to put up promotional material around the convention venue, please contact vendors@manticon.org for approval prior to the convention.

10. Dealer may not engage in activities or promotions that pose any potential injury to participants, bystanders, or fellow dealers. Dealer may not block aisle-ways. If it is Dealer’s intention to draw a crowd or form a line, provision must be made for the crowd or line to be able to stand within the confines of the Dealer’s rented space, not in the surrounding aisle-ways, unless specifically arranged in advance with convention management.

11. Dealer agrees to participate in all promotional programs outlines by MantiCon (i.e., distribute promotional flyers provided by the convention management, and add a link to www.manticon.org from Dealer’s company website(s), etc.).

12. If you are a Dealer who also has a storefront business, and wish to have some full-color brochures, posters or other promotional materials for your shop, please contact vendors@manticon.org and let us know what type of material and how many you would like. The Royal Manticoran Navy, d/b/a MantiCon will ship promotional materials to you free of charge.

13. Attendees and Dealers are expressly prohibited from carrying weapons and/or weapon replicas on their person (except for authorized law enforcement officials). Weapons and/or weapon replicas may be displayed and/or sold in the Dealer Room. Displayed weapons must be secured to tables or display for safety. Weapons purchased in the Dealer Room must be safely contained or packaged by the seller in such a manner that all edges are covered securely. The purchaser must remove purchased weapons from the convention site (hotel room or vehicle) at his or her earliest opportunity.

14. No one will be allowed into the Dealer Room during closed hours. All needed items and valuables must be taken with the Dealer before the Dealer Room closes each evening. Dealers will be allowed into the room one hour before the Dealer Room opens to the public. Dealers needing to access the Dealer Room during closed hours may contact Ops Central and be escorted to the Dealer Room.
VI. SECURITY AND LIABILITY

1. No Dealer or member of Dealer’s company may promote, display, or behave in a manner considered offensive to decency or good taste as determined by convention or hotel management.

2. Dealers must comply with all laws of the United States as well as all applicable state or local ordinances, rules, and requirements of police and fire department or other authorities of such jurisdictions, will obtain all necessary permits and licenses with respect to their activities, and will not do or suffer to be done anything during the term of this agreement in violation of any such laws, ordinances, rules, or regulations. If the attention of said Dealers is called to any such violation committed by said Dealers, or committed by any person employed by or admitted to the premises by said dealers, said dealers will immediately desist and correct, or cause to be corrected, such violation. Dealers agree to indemnify, defend, and hold harmless MantiCon and The Royal Manticoran Navy d/b/a MantiCon from any and all costs, suits, and legal proceedings alleging violations of any such law or regulation.

3. Dealers are solely responsible for paying all applicable city, county, state, and federal taxes on sales and promotional activities at MantiCon. If required by the City of Bloomington, Dealers must have a copy of their business or tax license when checking in and also have them displayed at their booth at all times during MantiCon.

4. MantiCon will arrange for personnel to control access to the Dealer Room, but is not responsible for any injury to Dealers’ agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to MantiCon. Dealers hereby expressly agree to indemnify and hold harmless MantiCon and The Royal Manticoran Navy d/b/a MantiCon against any and all claims for such loss, damage, or injury.

5. Dealers are required to insure their own display materials. In the event MantiCon or the owners of the convention site shall be held liable for any reason which might result from a dealer’s action or failure to act in any manner whatsoever said dealers shall reimburse MantiCon and/or the convention-site owners for all resulting costs and liability.

6. Dealers are fully responsible for any loss, damage, or injury to the convention-site owners or personnel resulting from Dealers’ displays or actions. Dealers are fully responsible for any loss, damage, or injury to MantiCon attendees resulting from Dealers’ displays or actions and shall indemnify, defend, or hold harmless MantiCon and The Royal Manticoran Navy d/b/a MantiCon against any and all claims or suits for such injury.

7. Dealers are liable to the hotel for any and all damage, from whatever cause, to rented or leased Dealer Space equipment and shall indemnify, defend, or hold harmless MantiCon and The Royal Manticoran Navy d/b/a MantiCon against any and all claims or suits for such damage.

8. MantiCon reserves the right to cancel arrangements or contracts or close a Dealer Booth whenever it is deemed necessary for the safety or comfort of those attending MantiCon whenever the dealer, activity, or material sold is deemed to be objectionable or offensive to the average person attending MantiCon, whenever legal conditions, convention policies, or requirements of the convention site so dictate, or whenever portions of the convention site are
destroyed or damaged. Likewise, MantiCon reserves the right to cancel arrangements, contracts, or displays if MantiCon fails to take place as scheduled, is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lock out, act of war, act of God, emergency declared by a government agency or convention management, force majeure, or for any other reason which terminates this contract. In the event of such termination, Dealers waive all claims of damages and agree the sole liability of MantiCon shall be the Dealer Space rental fee paid, less a pro rata portion of all costs and expenses incurred and committed to by convention management.

9. MantiCon reserves the right of editorial discretion over any material submitted as MantiCon advertising which is deemed to be objectionable to the average person attending MantiCon.

10. Use of any product by any dealer, employee, or agent thereof containing the Rampant Manticore trademark, the MantiCon logotype, or other trademarks owned or licensed by The Royal Manticoran Navy d/b/a MantiCon is prohibited without the express written permission of convention management. Dealers agree if any materials making such unauthorized use appear at the convention, MantiCon shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.

11. All matters and questions not covered by this application and these terms are subject to the discretion of convention management. Dealers agree to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by MantiCon for the management of MantiCon and the Dealer Room.

VII. CANCELLATION POLICY

1. Cancellation by convention management: If a dealer fails to comply with the payment terms as outlined in this application, or fails to adhere to the rules, regulations and/or policies set forth in this document, MantiCon Convention Management reserves the right to cancel Dealer Space without issuance of a refund.

2. Cancellation by Dealer: Dealers wishing to cancel a Dealer Space reservation must provide convention management with the request for cancellation in writing. Refunds will be provided in accordance with section III.3. **Note:** Convention management may reassign or resell any cancelled space, at its sole discretion, regardless of previously paid space costs.

VIII. DECORATIONS, SIGNS, BANNERS, ETC.

1. Decorations, signs, banners, or any other material may NOT be taped, nailed, stapled, or otherwise fastened to ceiling walls, painted surfaces, columns, furniture, or floors without prior permission of the MantiCon 2018 Dealer Department Head.

2. Anything fastened to a wall must use the approved MantiCon tape (to be provided by MantiCon).

3. No holes may be drilled, cored, or punched on the property of Hilton Minneapolis St. Paul Airport Mall of America. No adhesive-backed (stick on) decals or similar items may be distributed or used in the building. Damage fees will be assessed to dealers.

4. Special banner and sign hanging from the ceiling is not permitted.
IX. GENERAL PROVISIONS

1. The convention center is a NONSMOKING building. Smoking is not permitted in the convention center.
2. Parking in the loading area is PROHIBITED. Please use only designated show-parking areas.
3. Animals are not permitted in the convention areas, unless it is a “service” dog accompanying a handicapped person.
4. Any compressed gas cylinders (i.e., helium, propane, etc.) must be fixed to either a stand designated for such or a permanent building fixture.
5. Electrical equipment and wiring must conform to national and local electrical codes. Gaffer Tape will be provided to cover cords on the floor.
6. Compliance – all dealers and advertisers are obligated to comply with these Terms and Conditions. Failure to comply will result in the refusal of advertising materials, alteration or removal of unacceptable products/activities, or closure of displays/space found to be in noncompliance. In this case, no refunds will be issued for display space, badges or advertisement. It may also result in forfeiture of any future Priority and possible rejection of application to future shows hosted by The Royal Manticoran Navy and MantiCon.

X. ACKNOWLEDGEMENT AND SIGNATURES

1. Dealers acknowledge they have read the preceding terms and conditions, expressly agree to comply with them, and authorize convention management to enforce them.
2. Signatures:

Dealer (Primary Contact or Owner): ____________________________________________

(please print name)

Signature ____________________________________________________________________ Date: ________________

MantiCon Convention Management: ____________________________________________

(please print name)

Signature ____________________________________________________________________ Date: ________________

For Office Use Only:

Date Received: __________________ Application __________________ Payment Type __________