

DUKE CITY COMIC CON • EXHIBITOR APPLICATION FORM



June 24th - 26th, 2022
Albuquerque Convention Center

COMPANY NAME

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

COUNTRY

PHONE

EMAIL

WEBSITE

EXHIBITOR SPACE

☐ GOLD/CORNER BOOTH

10X10 Corner Booth

One 8 ft table

Two Chairs

Three badges/armbands

\$550

Qty

\$

☐ PREFERRED IN-LINE BOOTH

10X10 In line Booth

One 8 ft table

Two Chairs

Two badges/armbands

\$450

Qty

\$

☐ STANDARD IN-LINE BOOTH

10X10 In line Booth

One 8 ft table

Two Chairs

Two badges/armbands

\$350

Qty

\$

☐ ARTIST ALLEY BOOTH

6X8 In line Booth

One 6 ft table

Two Chairs

Two badges/armbands

\$200

Qty

\$

Only available to those who select Artist/Creator. Limit two (2) Artist Alley Tables per Exhibitor. Merchandise must be published goods. Creator must be present at the table.

Additional Exhibitor Badges

Additional badges are \$30 each. Limit (2) per booth space unless prior authorization has been obtained.

TOTAL

Qty

\$

\$

Duke City Comic Con



PAYMENT INFORMATION

SIGNATURE

DATE

I authorize Dirt Road Tickets to process payment for Duke City Comic Con. Payment is for a Duke City Comic Con vendor booth. Any disputes will be handled by Duke City Comic Con management. You agree to indemnify and hold harmless Dirt Road Tickets from any damages perceived or realized.

ADDITIONAL SERVICES

Services such as internet, phone and electricity are provided by third-party companies. Order forms for these services, along with forms for shipping, drayage, furniture and more, will be available in the packet you will receive pre-show from our decorator. The packet will also include all setup and load-in/load-out information.

Application will not be processed without payment in full. Exhibit space is not guaranteed until you received an e-mail confirmation from Duke City Comic Con.

Email completed form to:

dirtroadtickets@outlook.com

EXHIBITOR TYPE • SELECT ONE

☐ RETAILER/DEALER ☐ PUBLISHER/MANUFACTURER ☐ ARTIST/CREATOR

Describe your products and/or services

I hereby acknowledge that I have read, understood and agreed to the Tall Tales Comics (TTCLLC) Terms & Conditions (see page 2) and application portions of this contract. I further acknowledge that failure to abide by TTCLLC Terms & Conditions may result in the loss of my exhibitor privileges without recourse or refund.

SIGNATURE

DATE

PRINT NAME

Duke City Comic Con • TERMS AND CONDITIONS

JUNE 24-26, 2022
ALBUQUERQUE
CONVENTION CENTER



☐ Please initial here after reading the terms and conditions.

The company, its employees and agents, as described filled out by applicant on this application, is herein referred to as Exhibitor. Tall Tales Comics, the show management, is herein referred to as TTCLLC. The show itself, the Duke City Comic Con, is herein referred to as the Exhibition. The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, TTCLLC is authorized to occupy such space or to cause such space to be occupied as TTCLLC deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. TTCLLC reserves the right to relocate Exhibitor. It is further agreed that the conditions, rules and regulations printed on this License or any attachments hereto, and in the exhibitors' manual, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. Carefully read the "Cancellation Policy" to ensure you fully understand your rights and financial obligations.

1. Exhibitor Cancellation Policy. Application will not be processed without payment in full. Exhibit space is not guaranteed until you received an e-mail confirmation from Duke City Comic Con.

2. Qualifications of Exhibitor. TTCLLC, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. TTCLLC reserves the right to restrict or remove any exhibit which TTCLLC, in its sole discretion, believes is objectionable or inappropriate. Only Exhibitors with products and/or services relating to comic books, comic strips, animation, or other related popular culture items are eligible to exhibit. No adult materials may be displayed or sold without prior written permission of TTCLLC.

3. Cancellation of the Event & Force Majeure. In the event that Albuquerque Convention Center or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, pest, or another such cause, or as a result of government intervention, malicious damage, acts of war, strike, labor disputes, riot, acts of God, or agency which TTCLLC has no control or should TTCLLC decide that because of any such cause it is necessary to cancel, postpone, or re-site the Event, or reduce installation time, exhibit time, or move out time, TTCLLC shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof. TTCLLC reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If TTCLLC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event dates no refund will be due to Exhibitor; provided however, TTCLLC shall assign use of such space to Exhibitor pursuant to the terms of this contract. If TTCLLC elects to cancel the Event other than for reasons previously described in this paragraph, TTCLLC shall offer to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor. Any and all refunds will be the sole responsibility of TTCLLC and not Dirt Road Tickets.

4. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless TTCLLC and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this License or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. TTCLLC shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. TTCLLC will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of TTCLLC to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by TTCLLC. Exhibitor agrees that TTCLLC shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. TTCLLC makes no allowed. Power strips are approved for additional outlet plugs (Cube tabs are not allowed and power strips cannot be "daisy chained"). Cords, plugs, and strips must have UL labeling Lighting must be UL labeled and used consistent with design.

5. Assignment of Space Exhibit. Space shall be assigned by TTCLLC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. TTCLLC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if TTCLLC in its sole discretion determines that to do so is in the best interest of the Event.

6. Music and Sound Advertisements. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to TTCLLC that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless TTCLLC from any damages or expenses incurred by TTCLLC due to Exhibitor's use or authorization of use of such music, Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. TTCLLC reserves the right to determine the placement and acceptable sound level of all such devices, and may determine at what point sound constitutes interference with others and must be discontinued.

7. Use of Aisles and Common Areas. Distribution of samples and printed matter of any kind and any promotional material is restricted to the exhibit booth. The aisles, passageways and overhead spaces remain strictly under control of TTCLLC and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of TTCLLC. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made by Exhibitor only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

8. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by TTCLLC intended to resolve the dispute or disagreement shall be binding on Exhibitor.

9. Removal of Exhibits. TTCLLC will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by TTCLLC to accept or process exhibit space applications for future shows. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, TTCLLC reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of TTCLLC's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to TTCLLC.

10. Insurance. Exhibitor is advised to see that its regular insurance company includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

11. Taxes and Licenses. Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

12. Amendment to Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of TTCLLC. The TTCLLC shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.

13. License Acceptance. Deposit of your check does not constitute acceptance of this License. This License shall not be binding until accepted by TTCLLC and confirmation has been returned to licensee.

14. Integration of License. This License contains the entire agreement between TTCLLC and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.

16. Booth Default. If Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by TTCLLC for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, TTCLLC may, without notice, terminate this License. In the event of such default, TTCLLC may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. Your payment will be forfeited.

17. Sub-Licensing. Exhibitor shall not sub-license, assign or otherwise permit any person to occupy, Exhibitor's booth or Artist Table, or any part thereof, or use the booth for the exhibition of anything not specified in this License. This includes Reselling or Transferring of space. In the case of multiple parties sharing one exhibit space, the person whose name appears of this contract assumes full responsibility for that space as specified here. TTCLLC rulings in its sole discretion shall in all instances be final with regard to use of any exhibit space.

19. Property Damage. Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

20. Special Services. Electricity, internet, telephone, as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

21. Booth Representatives. Booth representatives shall at all times wear badge identification and armbands furnished by TTCLLC. TTCLLC may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open, as well as during setup and take-down.

22. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

23. Fire & Safety Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Aisles and fire exits must not be blocked by exhibits. Acetate and most rayon drapes are not flameproof and may be prohibited. Do not encroach on any aisles that border your booth. Fire Extinguishers, Hose Cabinets, Fire Exits or Fire Alarms cannot be blocked or covered. All decorations must be flame retardant or FR rated. They are subject to a random flame test by the Fire Marshal. Acceptable materials will not hold a flame. Materials can be manufacturer certified or may be treated with a flame retardant. Wood less than one-quarter inch thick must be treated. In most cases, floor coverings are the exception. Table coverings are excepted if they do not overhang the table more than six inches. Booth storage is allowed as follows: a. Cardboard boxes, packing materials, waste and debris must be removed prior to the start of the show and kept picked up during the show. b. All areas are inspected periodically. c. Boxed brochures, product and sales material storage may be allowed if kept tight, orderly and not stored behind the back of your booth. All extension cords must be a minimum of 14 gauge, 3 wire and grounded. Ties or cable clamps must be used when running cord. Lightweight extension cords or "zip cords" are strictly not allowed. Power strips are approved for additional outlet plugs (Cube tabs are not allowed and power strips cannot be "daisy chained"). Cords, plugs, and strips must have UL labeling Lighting must be UL labeled and used consistent with design.

24. By booking, you agree that credit card charges will be billed by Dirt Road Tickets. Dirt Road Tickets is a third party billing company. You agree to indemnify and hold harmless Dirt Road Tickets from any damages perceived or realized.

25. Booth Cancellation Policy. If you cancel 30 days or more before the date of the show, you are eligible for a full refund of your total payment minus \$20 processing fee. If you cancel within 29-15 days of the date of the show, you are eligible for a refund amounting to one-half of your total payment minus a \$20 processing fee. If you cancel within 7 days of the date of the show, you forfeit your entire booth fee.

WWW.DukeCityComicCon.COM