

Appendix B Gen Con Art Show Rules & Regulations

This document supplements and applies to those accepted into the Gen Con Art Show

1. GENERAL

- a) All work must be the creation of the exhibiting artist and should relate to fantasy, science fiction, horror, or the adventure gaming industry.
- b) Craft artists are prohibited. Craft art includes but is not limited to: jewelry, costume items, masks, ceramics, stained glass and toys.
- c) Only the registered artist may sell the work; no retailers are permitted in the Art Show.
- d) Attendance at Gen Con is required in order to display work/sell merchandise; Artist must be present and attend the show for all four days.
- e) A Gen Con account is required in our system in order to participate in the Art Show. If you have an existing account, you do not need to create a new one for each show. Creating a new account can happen at any time.

2. DATES & DEADLINES

- a) All dates are for the 2018 calendar year, unless otherwise noted.
- b) All times are in Eastern time zone, unless otherwise noted.

Convention Dates	August 2-5
Registration	January 9 – February 5 (Postmarked no later than January 31)
Artist Check-In	August 1, 12pm to 8pm (or August 2, 8am to 10am)
Exhibit Hall Hours	August 2-4, 10am to 6pm & August 5, 10am to 4pm
Artist Exhibit Hall Access	One hour prior to opening (i.e. 9am) and one hour after closing (i.e. 7pm)
Artist Check-Out	August 5, 4pm to 6pm
Cancellation Notification	June 18
Late Arrival Notification	August 1, 8am
Reservation Release	August 2, 12pm

3. REGISTRATION PROCESS

- a) Artist *must* submit a completed and signed registration form and payment in full for their table.
- b) Failure to submit all required documentation by the Registration deadline will result in Artist forfeit of acceptance into the Art Show.
- c) Artist may email or fax the documentation when using a credit card.
 - Email jeannette.legault@gencon.com
 - o Fax 206-957-1862
- d) Artist may also mail your documentation; Documentation *must be postmarked no later than January 31, 2018.*Mail the registration form and payment to:

Gen Con LLC / Art Show 120 Lakeside Avenue, #100 Seattle, WA 98122

e) Once Artist registration information is received, an email will be sent from Gen Con's Finance department with a payment receipt. A separate email regarding housing and other pertinent information will follow.

4. BUSINESS TAX LICENSE

- a) The seller of *anything* in the state of Indiana is required by the state to fill out and complete a business tax application (BT-1) with the Indiana Department of Revenue. You are required to have this and collect Indiana state sales tax and declare to the Indiana Department of Revenue. Completing the BT-1 application online is the easiest and quickest way to do this. There is a \$25 cost. For more information, including the online application, visit the following sites ...
 - https://secure.in.gov/apps/dor/bt1/
 - http://www.in.gov/dor/4337.htm

It is the Artist's responsibility to know, understand, and comply with these rules.

b) Artist must have a current BT-1 to sell in the Art Show.

5. EXHIBIT SPACE

- a) The Art Show is located in the Exhibit Hall.
- b) The cost of the table is for the entire four (4) days of the convention.
- c) Half tables are not available. Table sharing is prohibited.

A. Equipment Provided:

- a) Exhibiting space includes: One skirted table, two chairs, one wastebasket and the appropriate number of display panels behind the table.
- b) Table sizes are: 23" wide; Two-panel tables are 6' long; Four-panel tables are 8' long.
- c) Panels measure 38.5" wide by 6' high and are carpeted. Refer to www.propanels.com/panels for complete information on the panels.
- d) Table square footage is as follows: Two-panel table = 32 sqft; Four-panel table = 60 sqft (NEW)

B. Pricing:

- Two-panel table: \$490
- Four-panel table: \$655

Price includes two (2) "Exhibitor" badges, one for the Artist and one for an assistant.

C. Table & Panel Usage/Operation:

- a) Only the Artist may sell the work; all art work must be the Artists' own.
- b) Retailers are not permitted to purchase space in the Art Show.
- c) There is a one table per Artist limit.
- d) Tables cannot be shared by multiple Artists. One Artist per table.
- e) Tables are non-transferable; Artist is not permitted to assign, sublet or share any part of their table/panel space.
- f) Only registered Artists can sell at the Art Show. Only Artists art work can be sold.
- g) Tables cannot be moved or joined together to form a larger footprint or booth type setup.
- h) Art Show exhibiting space is to be used for the sole purpose of selling original illustrative art or prints. Selling games, toys, books, or gaming related material is prohibited.
- i) Handbill distribution is permitted only within your exhibiting space. No materials may be posted on convention walls, fixtures or furniture.
- j) Artist may not purchase a table for the express purpose of selling "on the spot" drawings.
- k) Artists are required to supply the appropriate hardware with which to hang their work. 3½" drapery hooks work well on the panels.
- I) Early Check-Out is prohibited. Attendance for all 4-days of the Convention in required.
- m) Assigned tables will be held until the "Reservation Release" date/time.
- n) Artists are responsible for providing packaging for art sold. Gen Con does not supply mailing tubes, bubble wrap, boxes or other such materials. Arrangements can be made onsite at the Exhibitor Services Center located in the back of the Exhibit Hall for a fee.
- o) Gen Con does not supply storage space for non-display materials. Items must be stored within the exhibit space and/or at your hotel. Arrangements can be made onsite to store your items at the Exhibitor Services Center located in the back of the Exhibit Hall for a fee.
- p) Children 14 years and younger are not allowed in the Exhibit Hall during Exhibitor Check-In/Check-Out dates and times.

D. <u>Display Restrictions:</u>

- a) Displays must not exceed 8' in height.
- b) All display items must be between the panels and front edge of table. Display items cannot hang out beyond this footprint.
- c) Additional panels or tables are prohibited. (NEW)
- d) Tables cannot be moved or joined together to form a larger footprint or booth type setup.
- e) Panel extensions are permitted but must meet the display height restriction. Displays on panel extensions must be one sided; the "back" must remain neat and tidy, and devoid of visible fasteners, etc. (NEW)
- f) Failure to comply with these restrictions may result in removal from the Art Show.

E. <u>Table Staffing:</u>

a) Attendance is required by the exhibiting artist.

- b) Artists are responsible for staffing their own tables.
- c) Each Artist purchasing a table may bring an assistant to help.
- d) There is a four (4) person limit to staff a table.
- e) Table must have representation either from the Artist or an artist representative during Exhibit Hall hours.
- f) Badges are required for anyone staffing your table.

F. Art Work Subject Matter & Parameters:

- a) Art work should relate to fantasy, science fiction or the adventure gaming industry.
- b) Gen Con attracts a large number of people of all ages, please use your best judgment concerning subject matter.
- c) Show Management reserves the right to remove any art work deemed inappropriate (i.e. violent or overtly sexual).

G. Shipments:

- a) An Exhibitor Kit will be provided in the spring with information on shipping. This kit is sent from Fern, our official show decorator.
- b) Gen Con will not accept personal shipments at the convention center. If you need to ship artwork to coincide with your arrival, please contact your hotel or a local UPS/FedEx office to make arrangements. Shipments may also go through our decorator Fern as per details provided in the Exhibitor Kit.
- c) Artists are permitted to carry in their own product to their assigned table only by hand or hand truck. No heavy machinery such as fork lifts will be allowed. If you cannot carry in your own items, you are required to pay for and utilize the labor through Fern.

6. INSURANCE (recommendation)

- a) Artist shall maintain general liability insurance in the following minimum amounts:
 - \$2,000,000 General Aggregate, \$1,000,000 Per Occurrence
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal & Advertising Injury
 - \$300,000 Fire and Property Damage to Leased/Rented Premises
 - \$5,000 Medical Payments
- b) Artist shall maintain worker's compensation insurance meeting statutory minimums as applicable to Artist's organization and commercial automotive insurance meeting facility requirements. All insurance policies must cover the full period Artist occupies of the facility, including installation and dismantle operations.
- c) Artist's general liability policy shall include "Gen Con LLC, and its board of directors, officers, employees and agents" as additional insured parties with respect to the contractual liabilities assumed by Artist in accordance with Gen Con's Artist policies as represented herein.

7. CHECK-IN

A. <u>Pre-Show:</u>

- a) Information about access to a loading dock for move in/out is provided in the Exhibitor Kit.
- b) Artists bringing personal or commercial vehicles onto convention facilities' properties must carry appropriate automobile insurance.

B. Onsite:

- a) Check in at the marshaling yard which is managed by Fern.
- b) Badges are to be picked up at Exhibitor HQ (located outside the Exhibit Hall) during the "Check-In" hours.
- c) Once Artist has gotten their badge, check in with the Art Show Manager at the area HO.

C. <u>Late Arrivals:</u>

- a) Notifications of late arrival must be made by the Late Arrival Notification deadline. Notifications should be made via email to artshow@gencon.com.
- b) Artist will be considered a no-show after the Late Arrival deadline. No refunds will be processed for no-shows.

8. CANCELLATIONS

- a) No refunds will be processed without prior written notification.
- b) Cancelled space may be reassigned or resold at Show Management discretion.

A. By Artist:

- a) Cancellations must be received in writing by the Cancellation Notification deadline to receive a 50% refund on the table cost. Cancellations after this date will not receive a refund.
- b) Send cancellation notice to artshow@gencon.com. Refunds will be processed after written notification is received and/or after the Convention. Funds will be returned in the manner in which they were received. Allow 3-8 weeks for processing.
- **B. By Show Management:** If Artist fails to comply with the payment terms as outlined in this document, or fails to adhere to the rules, regulations and/or policies set forth, Gen Con, LLC and/or Show Management reserves the right to cancel the table space without issuance of a refund.

9. BADGES

- a) Badges are required for admittance to Gen Con and must be visible/worn at all times while in the Exhibit Hall, convention center, Lucas Oil Stadium, and surrounding hotels.
- b) Art Show tables receive two (2) complimentary "Exhibitor" badges, one for Artist and one for Artist assistant.
- c) Registered Artists may purchase one (1) additional "Exhibitor" badge. Artist will be able to do this when assigning other badges. (NEW)
- d) Badges are associated to accounts in our system, one badge per account. Artist must have an account to receive a badge. Artist assistant(s) must have a separate, individual, unique account(s) in our system as well. Additional badges require separate, individual, unique accounts.
- e) Badges (and accounts) are created through Gen Con's website at www.gencon.com. Artist must register on our website to acquire their badge(s). Gen Con will communicate instructions for use of badge allocation, via email, after acceptance into the Art Show and your registration form and payment has been processed.
- f) Artist is responsible for acquiring their badge through the Gen Con system. It is highly advised to do this prior to the show to avoid long check-in lines at Exhibitor HQ.
- g) Badges will *not* be mailed prior to the Convention; they must be picked up onsite.
- h) Badges are to be picked up at Exhibitor HQ (located outside the Exhibit Hall) during Check-In hours.
- Artist badge(s) allows access to the Exhibit Hall, free activities/events and the ability to purchase event ticket.
 It allows you early/late access to the Exhibit Hall. Additional Artist badges are identical, allowing for the same privileges.

10. ADVERTISING

- a) Gen Con will provide a dedicated Art Show section in our onsite Program Book.
- b) Gen Con will include the Art Show in one of our pre-show email blasts.

A. Advertising Release:

- a) By signing the Art Show Registration Form, you grant Gen Con the right to use your name and images in promotional material for the Convention.
- b) This promotional material includes, the Gen Con website, the onsite Program Book, email blasts and social media outlets.

11. SECURITY & LIABILITY

- a) Artist is solely responsible for paying all applicable city, county state and federal tax on sales and promotional activities at Gen Con.
- b) Show Management will arrange for personnel to control access to the Exhibit Hall but is not responsible for any injury to Artist's agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to Gen Con. Exhibitor hereby expressly agrees to indemnify and hold harmless Gen Con LLC against any and all claims for such loss, damage, or injury.
- c) Artist is required to insure their own vehicles, exhibits, display materials, merchandise, and personnel. Artist agrees to indemnify, defend, and hold harmless Gen Con LLC against any and all claims for loss, damage, or injury associated with Artist's vehicles, property, personnel, events, and general conduct at the event. In the event that Gen Con LLC or the owners of the convention site are held liable for reasons caused or aggravated by Artist's action or failure to act in any manner whatsoever, said Artists shall reimburse Gen Con LLC and/or the convention-site owners for all costs incurred.
- d) Artist is fully responsible for any loss, damage, or injury to the convention-site owners or personnel resulting from Artists' displays or actions.
- e) Artist is fully responsible for any loss, damage, or injury to Gen Con attendees resulting from Artists' displays or actions.

- f) Artist is liable to the convention services firm for any and all damage, from whatever cause, to rented or leased booth equipment and shall indemnify, defend, or hold harmless Gen Con LLC against any and all claims or suits for such damage.
- g) Show Management reserves the right to cancel arrangements or contracts or close an exhibit whenever it is deemed necessary for the safety or comfort of those attending Gen Con whenever the exhibit, activity, or material sold is objectionable or offensive to the average person attending Gen Con, whenever legal conditions, convention policies, or requirements of the convention site so dictate, or whenever portions of the convention site are destroyed or damaged.
- h) Gen Con LLC reserves the right to cancel arrangements, contracts, or exhibits if Gen Con 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 Gen Con LLC Show Management, or for any other reason that terminates this contract. In the event of such termination, Artist waives all claims of damages and agree that the sole liability of Gen Con LLC shall be the display space rental fee paid, less a pro rata portion of all costs and expenses incurred and committed to, by Gen Con LLC Show Management.
- i) Show Management reserves the right of editorial discretion over any material submitted as Gen Con program advertising that is deemed objectionable to the average person attending Gen Con. Artist must meet the Gen Con LLC Show Management standards of good taste.
- j) Artist will comply with all laws of the United States as well as all applicable state or local ordinances, rules, and requirements of police and fire departments 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 Artist is called to any such violation committed by said Artist, or committed by any person employed by or admitted to the premises by said Artist, said Artist will immediately desist and correct, or cause to be corrected, such violation. Artist agrees to indemnify, defend, and hold harmless Gen Con LLC from any and all costs, suits, and legal proceedings alleging violations of any such law or regulation.
- k) Use of any product by any Artist, employee, or agent thereof containing the Gen Con trademark, the Gen Con logotype, or other trademarks owned by Gen Con LLC is prohibited without the express written permission of Gen Con LLC. Artist agrees that if any materials making such unauthorized use appear at the convention, Gen Con LLC shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.
- All matters and questions not covered by this application and these terms are subject to the decision of Show Management.
- m) Artist agrees to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by Gen Con LLC for the management of Gen Con and the exhibit areas.
- n) Artist acknowledges that they have read the preceding terms and conditions, expressly agree to comply with them, and authorize Show Management to enforce them.

12. OTHER POLICIES & REGULATIONS

- a) No live animals are allowed inside the Indiana Convention Center and/or Lucas Oil Stadium unless they are service animals.
- b) Adhesive backed decals and stickers may not be given out inside the Indiana Convention Center (ICC), Lucas Oil Stadium (LOS), or hotel by any client, exhibitor, or individual. Any costs incurred to remove any decals/stickers affixed to floors, walls, windows, doors, escalators, handrails, equipment, etc. inside these facilities will be billed to the client associated with the sticker/decal.
- c) Photography is allowed in the Art Show.
- d) Artists must comply with, and be bound by, all laws, ordinances, and regulations of the country, state, county, city, facility, and, whenever applicable, police and fire departments.
- e) No one will be allowed into the Exhibit Hall once it has closed for the night. All needed items and valuables must be taken with the Artist before the Exhibit Hall closes each evening.