

# Appendix C Gen Con's Authors' Avenue Rules & Regulations

This document supplements and applies to those accepted into Gen Con's Authors' Avenue

#### **Definition of Terms:**

- Author or Publisher is referenced as "Exhibitor"
- Gen Con LLC is referenced as "Gen Con"
- Gen Con is referenced as "Convention"

#### 1. DATES & DEADLINES

- a) All dates are for the 2019 calendar year, unless otherwise noted.
- b) All times are in Eastern time zone, unless otherwise noted.

Convention Dates	August 1-4
Exhibitor Check-In	July 31, 10am to 8pm (or August 1, 8am to 10am)
Exhibit Hall Hours	August 1-3, 10am to 6pm & August 4, 10am to 4pm
Exhibitor Exhibit Hall Access	One hour prior to opening (i.e. 9am) and one hour after closing (i.e. 7pm)
Exhibitor Check-Out	August 4, 4pm to 6pm
Cancellation Notification	June 17

#### 2. APPLICATION/REGISTRATION PROCESS

Authors' Avenue is for independent authors and small press publishers only.

- a) To apply for Gen Con's Authors' Avenue, you *must* submit a completed and signed application form and payment in full. Failure to submit all required documentation will result in an incomplete registration.
- b) Exhibitor may apply by email or fax when using a credit card.
  - Email jeannette.legault@gencon.com
  - o Fax 206.957.1862
- c) You may also register by mail. Mail your registration form and payments to:

Gen Con LLC / Authors' Avenue 120 Lakeside Avenue, #100 Seattle, WA 98122

- d) Once your application is reviewed and the payment process is complete you will receive an automatic email as a payment receipt. A separate email regarding housing and other pertinent information will soon follow.
- e) Should Authors' Avenue "sell out", your name will be added to a "wait list".

# A. Wait List:

- a) Gen Con maintains a wait list in the event of a sell out; you will be contacted when a table becomes available.
- b) Application information, including payment, must be received by Gen Con in order to be placed on the wait list.
- c) You will be notified via email should an opening be available. There is a 48-hour turnaround regarding interest confirmation.
- d) Your payment will be processed once placement is confirmed.

# B. <u>Vetting Process:</u>

- a) Gen Con reviews all submissions for appropriate content and fit. Exhibitor may be asked to submit excepts of work should there be no web presence for review.
- b) Gen Con reserves the right to refuse admittance to Authors' Avenue for any reason.

# 3. 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. Completing the BT-1 application online is the easiest and quickest way to do this.
- b) You are required to collect Indiana state sales tax and declare to the Indiana Department of Revenue.
- c) It is the Exhibitor's responsibility to know, understand and comply with these rules.
- d) Exhibitor must have a current BT-1 in order to sell in the Authors' Avenue.

#### 4. EXHIBIT SPACE

- a) Authors' Avenue 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 two por-panels behind the table.
- b) Table sizes are: 23" wide and 6' long.
- c) Pro-panels measure 38.5" wide by 6 high and are carpeted. Refer to www.propanels.com/panels for complete information on the panels.
- d) Approximate square footage: 32 sqft

#### B. Pricing:

Author table: \$330Publisher table: \$440

Pricing includes "Exhibitor" badge(s); an author table receives one (1) badge, a publisher receives two (2).

# C. <u>Usage & Operational Policies:</u>

- a) Only registered independent authors and small press publishers can sell at Authors' Avenue.
- b) Author/Publisher must exhibit at table during Exhibit Hall hours all four days of the Convention. Exhibitor must be present at the exhibit space at least 60% of the time (i.e. no less than 5 hours out of an 8-hour day).
- c) Retailers are not permitted to purchase space in Authors' Avenue.
- d) There is a one table per Exhibitor limit.
- e) Only the Exhibitor or Exhibitor's representative may sell the work; work must be exclusive materials by the registered Exhibitor.
- f) Tables may not be used to sell toys, miniatures, game books, or work by another author\*.
- g) Tables are non-transferable; Exhibitor is not permitted to assign, sublet, or share any part of their table/panel space.
- h) Handbill distribution is permitted only within the exhibiting space. No material may be posted on convention walls, fixtures or furniture.
- i) Exhibitor is required to supply the appropriate hardware in which to hang their promotional materials. 3½" drapery hooks work well on the panels.
- j) Early check out is prohibited. Attendance for all four (4) days of the Convention in required.
- k) Gen Con does not supply storage space for non-display materials. Items must be stored within the exhibit space. 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.
- Exhibitors are responsible for providing their own packaging for sold items. 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.
- m) Children 14 years and younger are not allowed in the Exhibit Hall during Exhibitor Check-In/Check-Out dates and times.
- n) 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 Exhibitor before the Exhibit Hall closes each evening.

# D. <u>Publisher Tables\*:</u>

- a) Publisher tables are only available to small press publishers.
- b) There is a one (1) table limit for publishers.
- c) Publishers can "rotate" authors in/out of their table during the course of the convention. However only two authors can be present at any given time.
- d) All authors represented must have badges. Additional badges, above the two allotted, are the responsibility of the publisher/author.

## E. <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.
- d) The foot print of the table/panels cannot be altered in any way. 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.
- f) Failure to comply with these restrictions may result in removal from the Authors' Avenue.

## F. Table Staffing:

- a) Attendance is required at the Convention; Exhibitors must attend. Exhibitors are responsible for staffing their own tables.
- b) Table must have representation either from the Author/Publisher or a representative during Exhibit Hall hours.

- c) There is a four (4) person limit associated with/to staff your table.
- d) Badges are required for anyone staffing your table.

### **G. Written Material Subject Matter & Parameters:**

- a) Material should relate to fantastical fiction, genres of fantasy, science fiction, horror, military, or anime are acceptable, games related non-fiction is also allowed. The following formats are acceptable: novels, short stories, graphic novels. Games, including supplements, are prohibited.
- b) Gen Con attracts a large number of people of all ages; please use your best judgment concerning subject matter.
- c) If you have any work that is questionable under these guidelines, please keep it under the table or in a separate location and use discretion in showing it.
- d) Show Management reserves the right to remove any work deemed inappropriate (i.e. violent or overtly sexual).

### H. 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 material to coincide with your arrival, please contact your hotel or a local UPS office to make arrangements. Shipments may also go through our provider, Fern, as per details provided in the Exhibitor Kit.
- c) Exhibitors 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.
- d) If you need access to a loading dock for move in/out, please check in at the marshaling yard, provided by Fern, and they will assign you a dock and a time slot. You will have 30 minutes to load/unload your product. Exhibitors bringing personal or commercial vehicles onto convention facilities' properties must carry appropriate automobile insurance. The Exhibitor Kit will have more info.

## **5. INSURANCE** (recommendation)

- a) Exhibitors 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) Exhibitors shall maintain worker's compensation insurance meeting statutory minimums as applicable to Exhibitor's automotive insurance meeting facility requirements. All insurance policies must cover the full period Exhibitor occupies the facility, including installation and dismantle operations.
- c) Exhibitor'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 Exhibitor in accordance with Gen Con's Authors' Avenue policies as represented herein.

#### 6. CHECK-IN

#### A. Pre-Show:

- a) Information about access to a loading dock for move in/out is provided in the Exhibitor Kit.
- b) Exhibitor 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 Exhibitor has gotten their badge(s), check in with the onsite Manager at the area HQ.

### C. Late Arrival:

- a) Assigned tables will be held until 12pm of the first day of the convention, after that Exhibitor is considered a "no show" and the table will be removed.
- b) No refunds will be granted/processed for no-shows.

### 7. 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 Exhibitor:

- a) Cancellations must be received in writing by the Cancellation Notification deadline in order to receive a 50% refund on the table cost. Cancellations after this date will not receive a refund.
- b) Send cancellation notice to jeannette.legault@gencon.com.
- c) 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 Exhibitor 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.

#### 8. BADGES

- a) Badges are required for admittance to the Convention and must be visible/worn at all times while in the Exhibit Hall, convention center, Lucas Oil Stadium, and surrounding hotels.
- b) An Author table receives one (1) "Exhibitor" badge; a Publisher table receives two (2) "Exhibitor" badges.
- c) Registered Exhibitors may purchase one (1) additional "Exhibitor" badge. You will be able purchase it when assigning your complementary badge(s). One additional badge may be available for purchase upon request.
- d) Gen Con has a one badge per person policy. If you assign two badges under the same name, one will automatically be "refunded" without notification. You can re-assign the badge prior to or at the Convention.
- e) Badges are associated to accounts in the Gen Con system, one badge per account. Exhibitor must have an account to receive a badge. Exhibitor's assistant/author(s) must have separate, individual, unique account(s). Additional badges require separate, individual, unique accounts.
- f) Badges (and accounts) are created through Gen Con's website at www.gencon.com. Exhibitor must register on our website to acquire their badge(s). Gen Con will communicate instructions for use of badge allocation, via email, once accepted.
- g) Exhibitor is responsible for acquiring their badge through the system. It is recommended to do this prior to the Convention to avoid long check in lines at Exhibitor HQ.
- h) Badges will *not* be mailed prior to the Convention; they must be picked up onsite.
- i) Badges are to be picked up at Exhibitor HQ (located outside the Exhibit Hall) during Check-In hours.
- j) Exhibitor badge(s) allows access to the Exhibit Hall, free activities/events and the ability to purchase event tickets for gaming events. It allows Exhibitor early/late access to the Exhibit Hall. Additional "Exhibitor" badges are identical, allowing for the same privileges.

## 9. ADVERTISING

- a) Gen Con may provide a dedicated Authors' Avenue section in our onsite Program Book.
- b) Gen Con may include Authors' Avenue highlights in one of our pre-show email blasts.

# A. Advertising Release:

- a) By signing the Authors' Avenue Registration Form, you grant Gen Con the right to use your, name, image, and titles of your work in promotional material for the Convention.
- b) This promotional material includes, the Gen Con website, the onsite Program Book, email blasts, and our social media outlets.

## 10. SECURITY & LIABILITY

- a) Gen Con LLC will arrange for personnel to control access to the Exhibit Hall but is not responsible for any injury to exhibitors' agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to Gen Con. Exhibitor hereby expressly agree to indemnify and hold harmless Gen Con LLC against any and all claims for such loss, damage, or injury.
- b) Exhibitor is required to insure their own exhibits, display materials, merchandise, and personnel. Exhibitor agrees to indemnify, defend, and hold harmless Gen Con LLC against any and all claims for loss, damage, or injury associated with Exhibitor'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 Exhibitor's action or failure to act in any manner whatsoever, said Exhibitor shall reimburse Gen Con LLC and/or the convention-site owners for all costs incurred.
- Exhibitor is fully responsible for any loss, damage, or injury to the convention-site owners or personnel resulting from Exhibitor's displays or actions.
- d) Exhibitor is fully responsible for any loss, damage, or injury to Gen Con attendees resulting from Exhibitor's displays or actions.
- e) Exhibitor 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.
- f) Gen Con LLC 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.

- g) Likewise, 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, Exhibitor 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.
- h) Gen Con LLC 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. Exhibitor must meet the Gen Con LLC Show Management standards of good taste.
- i) Exhibitor 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 Exhibitor is called to any such violation committed by said Exhibitor, or committed by any person employed by or admitted to the premises by said Exhibitor, said Exhibitor will immediately desist and correct, or cause to be corrected, such violation. Exhibitor 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.
- j) Use of any product by any Exhibitor, 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. Exhibitor 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.
- k) All matters and questions not covered by this application and these terms are subject to the decision of Gen Con LLC Show Management.
- Exhibitor 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.
- m) Exhibitor acknowledges that they have read the preceding terms and conditions, expressly agree to comply with them, and authorize Gen Con LLC to enforce them.

## 11. OTHER POLICIES & REGULATIONS

- a) No live animals are allowed inside the Indiana convention center 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) by any client, exhibitor, or individual. Any costs incurred by the ICC to remove any decals/stickers affixed to floors, walls, windows, doors, escalators, handrails, ICC equipment, etc. inside the facility will be billed to the client associated with the sticker/decal.
- c) Photography is allowed in the Authors' Avenue.
- d) Exhibitor 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.