



Wildcat Comic Con Application for Artists' Alley Space April 13 - 14, 2012

Directory Listing Info

(Please fill out this completed form. All information required.)

A. First Name _____
B. Last Name _____
C. Contact Name _____
Title/Position _____
Address _____
City _____ State _____
Zip/Postal Code _____
Country (if other than USA) _____
D. Phone _____ Fax _____
E. E-mail Address _____
F. Website _____

PA Sales Tax License:

Vendors at Comic Con must possess a PA-100 valid temporary Sales Tax License. The permit can be found at www.pa100.state.pa.us. If you set up without a valid PA-100 form, all fines incurred will be passed on to you, the artist.

This is a PG-13 event. The sale or display of adult material is strictly prohibited.

COMPLETING THIS APPLICATION IS NOT A GUARANTEE OF SPACE. Please keep a copy for your records.

For Office Use Only:

Amount
Paid: _____ Cash _____ Check/MO# _____

Credit Card _____ Amount Charged _____

_____ Exp. _____

Rec'd by _____
Date _____ Notes _____

Prop/Fake Weapon Guidelines
Refer to <http://wildcatcomiccon.pct.edu>

Artists' Alley Table Display Regulations:

Artists' Alley Space 6' x 8'

Includes one 3-foot table (36"x30") and two chairs

Artists' Alley Space _____ # of Tables

\$50 x _____ = _____

Artists may not set-up back drapes or have displays over 3 feet high. Display easels accepted. The area behind the table is approximately 3-4 feet. Display space is limited.

Artists' Alley tables may not be set-up like booth or table exhibitor space. No walls, pop-ups, or overhead signage will be allowed. Artists wishing larger or more elaborate displays should apply for booth or table space.

Artists' Alley space is issued only to the artist listed on this application. Spaces are not transferable.

Additional terms and conditions will be provided to all artists regarding rules and regulations for exhibiting at Comic Con.

Application Guidelines:

Artists' Alley space is reserved for comic artists, illustrators and creative talent only. Creative talent in other pop culture will be accepted on a case by case basis.

Artists' Alley space is limited and not all applications will be granted.

MARCH MADNESS APPLICATION: MARCH 31, 2012

Industry Affiliation (check one):

Writer Inker Colorist

Penciller Letterer Other

Description _____



WILDCAT
COMIC
 APRIL 13-14, 2012
 PENN COLLEGE® **CON**

Wildcat Comic Con
Application for
Artists' Alley Space
April 13 - 14, 2012

BY SIGNING THIS APPLICATION, I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTAND THE GENERAL TERMS AND CONDITIONS. I UNDERSTAND THAT COMPLETING THIS APPLICATION IS NOT A GUARANTEE OF SPACE.

Authorized Signature (read, sign and print name):
By signing below, I hereby acknowledge that I have read, understand and agree to be bound by both the General Terms and Conditions. I further acknowledge that failure to abide by the Pennsylvania College of Technology Rules results in the loss of my Artist Privileges without recourse of refund. Contracted exhibit space that is not fully set-up by one hour before the show opens will be released. By signing below you (the Artist) agree to allow Pennsylvania College of Technology, or its agents and representatives, to contact you by phone, fax, and email with information and special offers regarding Pennsylvania College of Technology and its shows, services, and products.
COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OR NEGOTIATION OF PAYMENTS OR DEPOSITS BY PENNSYLVANIA COLLEGE OF TECHNOLOGY SHALL BE CONSTRUED AS PAYMENT IN FULL OR A GUARANTEE OF SPACE. THIS APPLICATION SHALL NOT BE A BINDING CONTRACT UNTIL THIS PAGE OF THE APPLICATION HAS BEEN SIGNED BY BOTH THE EXHIBITOR AND AN AUTHORIZED REPRESENTATIVE OF PENNSYLVANIA COLLEGE OF TECHNOLOGY.

How to Register: Return this completed form

By Mail:
 Pennsylvania College of Technology
 Hospitality and Conference Services
 Wildcat Comic Con
 One College Ave.
 Williamsport PA 17701

By Fax: (570)-327-4511
 If faxing please initial to indicate that you have read the General Terms and Conditions _____

For questions call 570-327-4510

ARTIST

PRINT NAME _____

Signature _____

Title/Date _____

PENNSYLVANIA COLLEGE OF TECHNOLOGY

PRINT NAME _____

Authorized Signature _____

Title/Date _____



Wildcat Comic Con Artist Alley/Vendor GENERAL TERMS AND CONDITIONS

1. Defined Terms

“College” means the Pennsylvania College of Technology. “College Affiliates” means the College, its officers, directors, agents, affiliates, representatives, employees, contractors, subcontractors and representatives, their successors and assigns. “Event” means Wildcat Comic Con, currently scheduled to be held on April 13-14, 2012 (“Event Dates”) at the College. The Event is owned, produced and managed by the College. “Artist Alley/Vendor” means, collectively (i) the Person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by the College in the manner slated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable. “Person” means and includes an individual, a corporation, a partnership, a limited liability company or any other entity. “Laws” means all ordinances, statutes, rules, regulations, orders, injunctions, writs, or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof. Other terms are defined elsewhere in this contract.

2. Contract Acceptance

This contract shall become binding and effective only when it has been signed on the facing page by Artist Alley/Vendor and counter-signed on the facing page by a duly authorized representative of the College.

3. Assumption of Risks; Releases

Artist Alley/Vendor expressly assumes all risks associated with or arising in connection with Artist Alley/Vendor’s participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Artist Alley/Vendor, whether cause by negligence, intentional act, accident, act of God or otherwise. Artist Alley/Vendor has sole responsibility for Artist Alley/Vendor’s property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). The College Affiliates do not accept responsibility,

nor is a bailment created, for property delivered by or to Artist Alley/Vendor. The College shall not be liable for, and Artist Alley/Vendor hereby fully and forever releases and discharges the College Affiliates, individually and collectively, and each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, right, damages, costs, attorneys’ fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively “Claims”) which Artist Alley/Vendor may now have or have had or which may hereafter accrue, in connection with or arising out of Artist Alley/Vendor’s participation and/or presence in the Event. Artist Alley/Vendor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer Claims that were unknown or unsuspected at the time this contract was executed, and which if known by Artist Alley/Vendor at the time may have materially affected Artist Alley/Vendor’s decision to execute this contract. Artist Alley/Vendor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, Artist Alley/Vendor is assuming any risk of such unknown facts and such unknown and unsuspected claims.

4. Indemnification

Artist Alley/Vendor shall indemnify, defend (with legal counsel satisfactory to the College in its sole discretion demands, suits, liabilities, damages, losses, costs, reasonable attorneys’ fees and expenses, which result from or arise out of or in connection with (a) Artist Alley/Vendors’ participation or presence at the Event; (b) any breach by Artist Alley/Vendor under this contract; (c) any matter for which Artist Alley/Vendor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any Law or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Artist Alley/Vendor; (f) harm or injury (including death) to Artist Alley/Vendor; and (g) loss or damage to property or the business or profits of Artist Alley/Vendor, whether caused by negligence, intention act,

accident, act of God, theft, mysterious disappearance or otherwise. Artist Alley/Vendor shall not settle or compromise any claims against the College Affiliates without College's prior written consent.

5. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE COLLEGE AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS WHETHER OR NOT APPRAISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL COLLEGE'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO THE COLLEGE BY ARTIST ALLEY/VENDOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT. College makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

6. The College will be providing to Artist Alley/Vendor from time to time additional materials which will specify additional terms and conditions for your participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "General Terms and Conditions") are hereby incorporated herein by reference and shall have the full force and effect as if such terms and conditions are set forth herein. You hereby agree that all information containing terms and conditions provided to you by the College shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.

7. Qualifications of Artist Alley/Vendors

The College shall have the right to determine whether a prospective Artist Alley/Vendor is eligible to participate in the Event. Applicants may be required to submit a description of the nature of their business and the items intended to be exhibited. The College reserves the right to restrict or remove any exhibit which the College, in its sole discretion, believes it objectionable or inappropriate. Only Artist Alley/Vendors with products and/or services relating to comic books, comic strips, animation, or other related popular culture items are eligible to exhibit.

8. Assignment of Space

Exhibit space shall be assigned by the College 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 the College.

The College reserves the right to change the floor plan or to move an Artist Alley/Vendor to another booth location prior to or during the Event if the College in its sole discretion determines that to do so is in the best interest of the Event.

9. Cancellation by Artist Alley/Vendor

Generally, partial cancellation of booth space is not permitted; any partial cancellation must have the prior written consent of the College. Artist Alley/Vendors who cancel Artist Alley/Vendor space more than 45 days prior to the opening day of the Event, will be refunded the amount paid by Artist Alley/Vendor, less \$50.00. Artist Alley/Vendors who cancel Artist Alley/Vendor space less than 45 days prior to the opening day of the Event, but more than 30 days prior to the opening day of the Event, will pay a cancellation fee of 50% of total due. There will be no refunds for cancellations made less than 30 days prior to the opening day of the Event.

10. Termination by the College

If Artist Alley/Vendor fails to make a payment required by this contract in a timely manner, the College may terminate this contract immediately (and Artist Alley/Vendor's participation in the Event) without further notice and without obligation to refund monies previously paid. The College reserves the right to refuse Artist Alley/Vendor permission to move in and set up an exhibit if Artist Alley/Vendor is in arrears of any payment due to the College. The College is expressly authorized (but has no obligation, express or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Artist Alley/Vendor from any liability hereunder. The College may also terminate this contract effective upon written notice of termination if Artist Alley/Vendor breaches any of its obligations under the contract without any obligations on the College's part to refund any payments previously made and without releasing Artist Alley/Vendor from any liability arising as a result of or in connection with such breach. If the College removes or restricts an exhibit which the College considers to be objectionable or inappropriate, no refund will be due Artist Alley/Vendor.

11. Cancellation of the Event

If the College cancels the Event due to circumstances beyond the reasonable control of the College (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit facility), the College shall refund to Artist Alley/Vendor any rental payment previously paid, minus a share of costs and expenses incurred by the College, in full

satisfaction of College's liabilities to Artist Alley/Vendor. The College reserves the right to cancel, re-name, or re-locate the Event or change the dates on which it is held. If the College changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Artist Alley/Vendor; provided however, the College shall assign use of such space to Artist Alley/Vendor pursuant to the terms of this contract. If the College elects to cancel the Event other than for reasons previously described in this paragraph, the College shall refund to each Artist Alley/Vendor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the College to Artist Alley/Vendor.

12. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by the College. If Artist Alley/Vendor fails to install its display in the assigned space by one hour before Event opens or leaves that space unattended during the Event hours, the College shall have the right to take possession of the space and no refund will be due to Artist Alley/Vendor. All exhibits must be open for business during the Event hours. Artist Alley/Vendor may not dismantle the display until the Event is officially closed by the College.

13. Listings and Promotional Materials

By Artist Alley/Vendor's participation in the Event, Artist Alley/Vendor expressly grants the College a fully paid, perpetual non-exclusive license to use, display and reproduce the name and trade names and product names of Artist Alley/Vendor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in the College promotional materials. The College shall not be liable for any errors in any listing or descriptions or for omitting any Artist Alley/Vendor from the directory or other lists or materials. Artist Alley/Vendor agrees that the College may also take photographs of Artist Alley/Vendor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any College promotional purpose.

14. Care of Exhibit Facility

Artist Alley/Vendor shall promptly pay for any and all damages to the College's facilities, booth equipment or the property of others caused by Artist Alley/Vendor.

15. Taxes and Licenses

Artist Alley/Vendor shall obtain (a) any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense and (b) 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, and provide proof thereof satisfactory to the College prior to the opening of the Event, as a condition to Artist Alley/Vendor's participation in the Event.

16. Copyrighted Materials

Artist Alley/Vendor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

17. Observance of Laws

Artist Alley/Vendor shall abide by and observe all Laws, and all the rules and regulations of the College (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Artist Alley/Vendor shall construct its exhibits to comply with the Americans with Disabilities Act.

18. Additional Terms and Conditions

The College has the sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by Artist Alley/Vendor shall be deemed fully earned and non-refundable at the time of payment. Artist Alley/Vendor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close any exhibit and withdraw acceptance of the contract, the College may refuse to consider for participation in future events held by College an Artist Alley/Vendor who violates or fails to abide by the contract and any of the College's rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of the College. Artist Alley/Vendor may not assign this contract or any right hereunder nor may Artist Alley/Vendor sublet or license all or any portion of its exhibit space without the prior written consent of the College.

19. Artist Alley/Vendor Information Guide

The College will send to the primary contact listed on the front of this contract the following: confirmation of space, shipping information, utilities and building services, Artist Alley/Vendor display rules, and move in and move out schedules.

20. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by the College. The College may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Artist Alley/Vendor. Any such rules and regulations (whether or not included in an Artist Alley/Vendor Information Guide or similar document) are incorporated herein and shall have the full force and effect as if set forth herein. Artist Alley/Vendor shall observe and abide by additional regulations made by the College as soon as these additional rules and regulations are communicated to Artist Alley/Vendor. This contract (including the Artist Alley/Vendor Information Guide and any additional rules or regulations adopted by the College from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

21. Interpretation

This contract is governed by the internal law of the Commonwealth of Pennsylvania, without regard to its choice of law rules and shall be interpreted in accordance with its fair meaning, and not against either party hereto. The headings used herein are for convenience of reference only and shall not affect or be taken into account in the interpretation of the provisions hereof. Whenever this contract provides for the approval, consent, satisfaction, decision or similar action by the College, it shall be a matter for the sole discretion of the College.

22. Venue; Waiver of Jury Trial

Any action, suit or proceeding (“Action”) arising out of or relating to this contract or the Event or any of the matters which are the subject hereof shall be brought in and only in the Court of Common Pleas of Lycoming County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania. Artist Alley/Vendor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Williamsport, Pennsylvania. College and Artist Alley/Vendor hereby waive any right to a jury trial in any Action.

23. Character of Displays; Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind, and any promotional materials is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in the College sole discretion.

The aisles, passageways and overhead spaces remain strictly under control of the College and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of the College. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Artist Alley/Vendor only from within his own booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstration. Strolling entertainment or moving advertisements outside of an Artist Alley/Vendor’s exhibit space is prohibited.

24. Sound Advertisements

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Artist Alley/Vendors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. The College reserves the right to determine sound interference with others and Artist Alley/Vendor shall comply with any request by the College to discontinue any such sound or music.

25. Fire and Safety Laws

Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Artist Alley/Vendor Information Guide.