

Instructions

1. Thoroughly review this binding agreement between Indy Editions, Inc. d/b/a KingCon and you, as the Vendor.
2. Complete the following fields, either digitally or legibly by hand:
 - a. Vendor information in the table on Page 1;
 - b. Brief description of the Vendor's business on Page 1;
 - c. Authorized signer's name and job title beneath the signature line on Page 8; and
 - d. Vendor's official business name beneath the authorized signer's name on Page 8.
3. Sign and date the printed document on Page 8 if you agree to the terms.
4. Scan or convert all eight pages of the signed and dated Agreement into a PDF and email to KingCon019@gmail.com.

The KingCon team will be in touch once we receive the signed and dated Agreement. If you have any questions, please feel free to contact us at the email address noted above.

THANK YOU!

Convert to PDF via mobile device

If you do not have access to a scanner, you may use your iPhone or Android device by following the link(s) below.

iPhone - <https://www.adobe.com/acrobat/hub/convert-photo-to-pdf-iphone.html>

Android/Google: <https://www.ucf.edu/financial-aid/forms/create-pdf-files-with-your-phone/>



Vendor Agreement and Waiver of Liability

TODAY'S DATE:	
COMPANY/VENDOR NAME:	
NAME OF BUSINESS OWNER/SIGNER:	
TITLE OF BUSINESS OWNER/SIGNER:	
MAILING ADDRESS:	
CITY, STATE/PROVINCE, POSTAL CODE, COUNTRY:	
TELEPHONE NUMBER (include international code):	
EMAIL ADDRESS:	

This Vendor Agreement and Waiver of Liability is made effective as of the date noted above, by and between **Indy Editions, Inc. d/b/a KingCon** of **19 Crane Lake Drive, Halifax, Nova Scotia B3S 1B5, Canada** (herein referred to as "the Organizer") and the Vendor Name of Address defined above (herein referred to as "the Vendor").

WHEREAS, the Organizer is the renter of the meeting space at **The LINQ Hotel & Casino** located at **3535 Las Vegas Blvd S, Las Vegas, NV 89109** (herein referred to as "the Building"), where **KingCon** (herein referred to as "the Event") will be conducted, and

WHEREAS, the Vendor is engaged in the business of _____

NOW, THEREFORE, it is agreed that:

PURPOSE

The Organizer agrees to provide the Vendor with one 6-foot by 30-inch table, one table linen, two chairs, and one trash can in order for the Vendor to display and sell goods of their choosing, which broadly relate to Stephen King's works and/or the works of his immediate family.

***HOURS OF OPERATION**

Date	Start Time (Pacific Time)	End Time (Pacific Time)	Event
Thursday, October 24, 2024	7:00 PM	10:00 PM	Vendor Setup
Friday, October 25, 2024	7:00 AM	8:30 AM	Vendor Setup
Friday, October 25, 2024	9:00 AM	10:00 PM	Open Sales
Saturday, October 26, 2024	9:00 AM	3:00 PM	Open Sales
Saturday, October 26, 2024	3:00 PM	4:00 PM	Vendor Teardown

*This schedule is subject to change, in which case all Vendors will be notified in advance.

PAYMENT

The Vendor is provided with the aforementioned accommodations for \$525, to be paid via PayPal to IndyEditions@gmail.com, upon signing this Agreement. Space locations will be assigned by the Organizer at the Event. Admission to the Event for one attendee per table is included in the above price. Any additional tickets to the Event shall be purchased separately via the Event website. All vending tables are nonrefundable after July 6, 2024.

DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

1. Failure to make a required payment when due.
2. Insolvency or bankruptcy of either party.
3. Subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
4. Failure to make available or deliver the services in the time and manner provided in this Agreement.

APPEARANCE

The Vendor is responsible for cleaning and maintaining the space provided in an organized and neat manner. This responsibility includes removal of bulk trash. Should the Vendor fail to keep the space in an orderly manner, additional removal fees may be incurred.

DISPLAYS AND SIGNS

All displays and signs in the Building must be freestanding and may not attach to walls or columns of the Building by any means at all.

FOOD AND BEVERAGES

No food or beverages will be permitted into the Event from outside of The LINQ Hotel & Casino.

INSURANCE

Vendors are strongly encouraged to carry their own policy.

REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreement between the parties.

SEVERABILITY

If any provisions of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT

This Agreement may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.

MANDATORY MEDIATION

In the event there is any dispute between the parties to this Agreement relating in any way to this Agreement, the parties must mediate such dispute before commencement of any legal action. No party to this Agreement may bring legal action against the other party to this Agreement without first participating in mediation, unless that legal action is specifically to enforce this mandatory mediation provision. The mediator's charges and expenses shall be borne equally among the parties to the mediation. Parties shall be responsible for their own costs and attorney's fees at mediation. The costs of mediation may not be assessed against either party. Mediation must take place in Clark County, Nevada. Agreements made by the parties during mediation shall be binding. Neither party may proceed to filing further legal action unless the mediator declares the parties at an impasse.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of Clark County, Nevada, USA.

NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other addresses as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any other provision of this Agreement.

ASSIGNMENT

Neither party may assign or transfer this Agreement without prior written consent of the non-assigning party, which approval shall not be reasonably withheld.

ACCIDENT WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY

I acknowledge that this Agreement will be used by the Event holders, the Vendors, sponsors, and the Organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at the Event.

In consideration of the Vendor's application and permittance to participate in this Event, the Vendor hereby takes action for self, executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. The Vendor certifies that the Vendor is physically fit, sufficiently prepared or trained for participation in the Event, and has not been advised to not participate by a qualified medical professional. The Vendor certifies that there are no health-related reasons or problems which preclude the Vendor's participation at the Event.
2. The Vendor waives, releases, and discharges from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons released, for the Vendor's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to the Vendor including travel to and/or from the Event.
3. The Vendor agrees to indemnify and hold the Organizer harmless from all claims; losses; expenses; fees, including attorney fees; costs; and judgements that may be asserted against the Organizer that result from the acts or omissions of the Organizer or its employees, trustees, agents, volunteers, or representatives. The Vendor shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting products and services at the Event made as a result of participation in the Event, whether caused by negligence of release or otherwise.
4. The Vendor understands that, at the Event or related activities, the Vendor may be photographed. The Vendor agrees to allow photos, videos, or film likeness to be used for any legitimate purpose by the Organizer, producers, sponsors, the Building, and assignees.
5. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

6. The Vendor hereby assumes all of the risks of participating and/or volunteering in the Event and/or organizational activities or all other related events, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or the Building owned, maintained, or controlled by them, or because of their possible liability without fault.

CONFIRMATION PROCEDURES

These arrangements are confirmed on a definitive basis, only after it has been signed by an authorized individual Vendor on or before 14 days of the date of this Agreement, and thereafter countersigned by an authorized individual of the Organizer. Until that time, the Organizer reserves the right to release the space being held in this Agreement for the Vendor.

TERMS & CONDITIONS

Be kind and respectful. We want KingCon to be enjoyable for all attendees, speakers, special guests, vendors, volunteers, sponsors, and venue staff (hereinafter referred to as "Guests"). We all share a common interest: the love of Stephen King, his writing, and the production of limited editions of his well-loved works. Treat everyone with respect and enjoy KingCon without fear of harassment, discrimination, or abuse, whether verbally or physically. These Terms and Conditions apply to all Guests whether it be online or in person at KingCon.

Harassment of any kind will not be tolerated at KingCon. Our goal is to create an enjoyable, safe, and memorable event for all. If you witness any form of harassment, discrimination, or abuse, please report it through the proper channels as detailed in the Anti-Harassment Policy.

Harassment is defined as (but not limited to) verbal or physical abuse, including threatening behavior; discrimination or language that is deemed to be discriminatory toward age, race, religion, gender, sexual orientation, disability, and/or physical appearance; intimidation; inappropriate or unwanted physical contact; and/or disruption to event activities directed towards your fellow Guests at KingCon. Requests to cease and desist harassing behavior will be made. Failure to comply will result in ejection from KingCon.

KingCon organizers, volunteers, and venue staff will be happy to help contact hotel security or law enforcement and provide escorts for those experiencing discomfort or harassment to ensure the safety and wellbeing of all. Your attendance and enjoyment is vital to the success of KingCon.

We take all concerns raised seriously. We have a zero tolerance approach to harassment in any form, whether at KingCon or through its associated internet and social media platforms. We will address ALL concerns and allegations raised, but please be aware that whilst we take each one seriously, we will use our discretion in determining when, where, and how to follow-up or investigate reported incidents. In some cases, we may decline to take any further action but advise the complainant to other resources for resolution. All Guests are subject to this policy. Inappropriate images, videos, or other content that falls outside our Anti-Harassment Policy and these Terms and Conditions will be requested to cease and desist.

Continued inappropriate, harassing, discriminatory, or abusive behavior from Guests, as defined by this document, will result in ejection from KingCon. This extends to any talks, forums, workshops, social media, hallway conversations, etc.

Anyone ejected from KingCon for conduct deemed to be inappropriate, harassing, discriminatory, or abusive will not be refunded any ticket prices and may be banned from attending future events. They will also be removed from any internet or social media platforms directly relating to KingCon.

The organizers of KingCon reserve the right to refuse admittance to, or remove any person from, KingCon for any infraction at their sole discretion. No refunds will be made.

ANTI-HARASSMENT POLICY

Harassment comes in many different forms. At KingCon, our aim is to provide a safe and friendly environment, free from harassment, for everybody. This includes, but is not limited to, gender, sexual orientation, disability, physical appearance, age, race, or religion. Harassment in any form will not be tolerated at KingCon or on any connected internet site or social media platform.

This includes, but as stated above, is not limited to:

- Verbal harassment and/or abuse
- Sexual harassment and/or abuse
- Physical harassment and/or abuse
- Bullying and/or assault
- Violent and/or threatening behavior
- Victimization
- Improper and/or unwanted physical contact
- Angry and/or violent outbursts
- Destruction of property
- Offensive discussions and/or gestures
- Spiteful and/or derogatory gossip
- Racial, gender, religious, physical appearance comments, including sexual orientation or those of a gender expressive nature
- Distribution of inappropriate sexual and/or discriminatory photos, videos, or internet content
- Theft; sabotage; interference; and/or destruction of goods, products, or private belongings

THE EVENT

During KingCon, we expect our Guests to ensure that harassment in any form is not tolerated and is reported quickly to ensure it can be dealt with in a timely manner. This includes conduct on the internet and on social media platforms connected to KingCon before, during, and after the event.

Guests who violate the terms of this policy will be sanctioned, whether that be via verbal warning, ejection from KingCon, ejection from the event venue, and lawful or potentially legal action, depending on the severity of the violation.

REPORTING AND INVESTIGATING HARASSMENT CLAIMS

All claims of harassment will be documented and investigated. Guests are encouraged to report any harassment, however small, to a member of the organizing committee at their first opportunity. The organizers, volunteers, and designated representatives shall be clearly identifiable during KingCon.

The organizer and complainant shall immediately go to a designated 'safe space' where full details of the complaint shall be taken. It should be noted that confidentiality is paramount, as is the safety and identity of the complainant.

Once all details are recorded, a full investigation will be carried out and, once complete, a decision will be made to determine the validity of the complaint and any repercussions as a result of the investigation.

Internet and social media harassment claims should be immediately reported to an administrator of the social media platform or to KingCon019@gmail.com. As many details of the complaint should be provided, including photos and/or screenshots where possible, in order to aid an investigation.

INVESTIGATION PROCEDURE

REPORT – Either to an organizer or designated person, during or after KingCon; or to an administrator or via email, including reporting internet or social media harassment.

CONFIDENTIALITY AND PROTECTION – The complainant and details of the complaint will be held in the strictest confidence. It should be noted that, depending on the nature of an investigation, certain information about the complaint may need to be revealed to the alleged harasser and potential witnesses. Any and all records will be kept confidential, regardless of the outcome of the investigation. KingCon and its organizers will continue to work to protect complainants from any retaliation.

INVESTIGATION DETERMINATION – Once details of the complaint are documented, the organizers shall determine whether an investigation is required. In the event the alleged harasser admits to the accusation, the organizers will determine the appropriate action(s).

INVESTIGATION PROCEDURE – Should an investigation be deemed necessary, the organizers shall carry this out as soon as possible to ensure an accurate report of the complaint is compiled. This includes interviewing the alleged harasser and potential witnesses. At this point, and in the case of conflicting versions of the complaint, the credibility of the complainant, alleged harasser, and witnesses will be assessed.

REACHING A DECISION – Once an investigation has been completed, a decision will be made, taking into consideration all available evidence, interviews with all parties and witnesses, and the parties informed. The decision over sanctions is at the sole discretion of the organizers and could include, but is not limited to, any of the following actions:

- Verbal warning
- Written warning
- Ejection from the event
- Ejection from the event venue

- Exclusion from attending future events
- Reporting to law enforcement (the investigation will be deemed closed at the discretion of law enforcement)
- Calling law enforcement to facilitate an arrest (charges will be at the discretion of the arresting officer in this event, and the investigation will be beyond the responsibility of the organizers)
- The right to appeal any decision is, at all times, the prerogative of both the complainant and the alleged harasser.

FOLLOW UP – Following KingCon (or a period of not more than 28 days, in the case of internet or social media), the organizers, or designated personnel, will contact the complainant to check how they are and to discuss whether they are satisfied with the outcome of the investigation. Any feedback from this contact can be used to review this policy.

SIGNATORIES

On behalf of the Vendor, I hereby accept the offer that the Organizer has set forth in this Agreement and agree to be bound to the terms and conditions set forth. I hereby certify that I have read this document and fully understand its contents. Additionally, I hereby certify that I have the authority to bind the Vendor to this Agreement and am aware that this is a release of liability and a binding contract and I sign it of my own free will.

VENDOR: _____

DATE: _____

ORGANIZER: _____

DATE: _____

Kristopher Webster, Owner
 Indy Editions, Inc. d/b/a KingCon