

WESTERCON 74

Terms and Conditions of Participation in the Westercon 74 Dealers Room

Application Procedures for Dealers Room

Westercon 74 uses a juried system for filling the Dealers Room. This ensures a diverse and unique experience for the attendees. Your application must be **complete, legible, and signed**. You *will* be notified whether or not your application has been accepted.

Critical Dates: **March 1, 2022: Applications are due and this is the latest postmark that will be accepted.**
April 1, 2022: Final selections made and dealers notified.
May 1, 2022: Membership payments due from selected dealers.

Any dealers who miss the deadlines or are not among the first selected to receive tables will be placed on a waiting list and will be notified if any tables become available. Any tables for which a dealer fails to properly pay (including, but not limited to, bounced checks) will be immediately released, and the dealer will be required to re-apply.

Westercon 74 provides one (1) table and two (2) chairs per table space. The dealers room tables fees are Zero Dollars per table, but every person who participates must be a member. (We offer a \$10 discount for selected dealers.) Tables will be six feet long. In order to accommodate as many dealers as possible, each dealer will usually be limited to two (2) tables and may be restricted to a single table. (Please note that we already have more than enough vendors expressing interest to fill our room.)

Our convention will be held in the Tonopah Convention Center, and we will be using ALL their facility space. See our map showing the layout for the convention space. The dealers will be in the Buckboard Room. We anticipate sufficient room for ten dealer tables. **(PLEASE NOTE: There is a fire door located at the outer wall. It may be available for use for move-in and move-out, but otherwise, it is for emergency use only. This door must be kept clear at all times.)**

Dealers agree to use assigned space for sale of exhibit of material that is of a science fiction, fantasy, filk, gaming, or other “fannish” nature.

Westercon 74 does not provide telephone or telecommunications service, which is the sole responsibility of the dealer. The exact location of the table(s) in the room is NOT guaranteed. We will try to work with you on any special requests or needs.

NIGHT SECURITY: Due to the layout design and the presence of the fire door, this room **cannot** be secured at the end of the day. We will be making arrangements for Security to maintain a presence after we close for the day. Dealers understand that Westercon 66 does not assume liability for shrinkage, theft, etc., but does make a good faith effort to prevent problems.

Westercon 74 specifically requires the following:

You are required to charge the Nevada state sales tax. (Tonopah is located in Nye County, where the sales tax rate is 7.60%.) We will be following the procedure laid out by the Nevada Department of Taxation. At the end of the convention, your sales tax due will be calculated at the time you close your table, and Westercon will collect the sales tax to pass along to the state.

All dealers and their assistants **MUST** be attending members of Westercon 74. Dealers must be registered attending members of the convention.

You must provide a **legal name** for each badge you request. You may request that the badge(s) also have a fan or business name printed on them, but you must provide a legal name for registration purposes no later than your arrival at the convention.

Copyright information must be on or attached to any digital, printed, audio, or video media. Westercon 66 does not allow the sale of pirated/bootleg or illegal materials. Possession for sale of such material will constitute grounds for expulsion from the Dealers Room and the convention without a refund, and may be referred for prosecution.

Voluntary Withdrawal and Refunds:

Westercon 74 dealers table purchases are made on a non-refundable basis. Where feasible, we will attempt to resell your table(s) if you notify us of your need to withdraw from participation. If such resale is successful, you may sell your memberships to whichever dealer, assuming they don't already have memberships.

Westercon 74

Dealers Room General Information

Accompanying this letter are Application and Waiver forms. If you are interested, please complete the forms and return them to us in a timely manner, according to the schedule printed elsewhere.

Westercon 74 will be held on July 1-4, 2022, at the Tonopah Convention Center in Tonopah, NV. Westercon is the West Coast Science Fantasy Conference. Our convention welcomes writers, editors, publishers, agents, artists... as well as collectors and readers. The main emphasis will be on science fiction and fantasy books and art, but there can be programming on movies, TV, comics, dancing, costumes, or almost anything else of fannish interest.

Our programming includes a hospitality suite, the dealers room, panels, autograph sessions, and night-time programming. See the progress report for more details, or check our web-site www.westercon74.org. We are expecting approximately 200-400 attendees, with a maximum cap of 450 members.

DEALERS ROOM SPECIFICS:

Tentative Hours:	Set-Up	Open	Move-Out
Wednesday 7/3	2 PM to 9 PM		
Thursday 7/4	8 AM to NOON	NOON to 6 PM	
Friday 7/5	9 AM	10 AM to 6 PM	
Saturday 7/6	9 AM	10 AM to 6 PM	
Sunday 7/7	9 AM	10 AM to 3 PM	3 PM to 10 PM (This is a hard deadline for move-out)

- 1) There is no fee for dealers tables, but all dealers must purchase attending memberships.
- 2) Dealers should inform us in advance if they wish to share tables with another dealer. You may NOT sublet space without requesting and receiving permission.
- 3) **As of January 1, 2022, there is a limit of two (2) tables per dealer. This may change as circumstances allow.**
- 4) No food or beverages permitted in the dealers room, except for the dealers' use behind the tables.
- 5) You may not attach anything to the walls. If your display will contact the walls of the ballroom, the point(s) of contact must be padded.
- 6) There will be power outlets close to the tables. Bring your own extension cords and power strips.
- 7) Amplified sound, potentially distracting displays, et al are permitted according to the tolerance of the committee. We reserve the right to affect your table if it interferes with the enjoyment of others.
- 8) Dealing from any place other than the Dealers Room is prohibited.

Westercon 74 Dealers Room, c/o David Clark, 2804 Stuart St., Berkeley, CA 94705

General Inquiries: www.westercon74.org
Dealers Room: dealers@westercon74.org

FACTOIDS:

Even though Westercon does not provide telephone or telecommunications service, we can tell you that cell phones receive a decent signal in the convention facilities. The convention center has free wireless internet (its performance may depend on how many people are using it).

All convention function rooms are non-smoking.

Westercon 74 Dealer Application Form

July 1-4, 2022

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax: _____

E-Mail: _____

Web Site: _____ List my web site on the Westercon site.

Description of your merchandise: _____

Special Needs (electricity, wheelchair access, etc.): _____

I want to be near this dealer:* _____

I **do not** want to be near this dealer:* _____

(*If you really expect them to be there)

Do not send payment with this application. Wait for us to confirm your space .

Names of members: _____

Number of tables requested: _____

Send this form to: **Westercon 74, Dealers Room, c/o David Clark, 2804 Stuart St., Berkeley, CA 94705**

I have read, understand, and agree to all terms and conditions (provided separately from this form) as described by Westercon 66 for participation in the Westercon 74 dealers room, and that failure to abide by these conditions constitutes grounds for my removal from the Dealers Room and/or convention without refund.

Signature: _____

Date: _____

WESTERCON 74

Dealer Warranty and Waiver of Liability

I, the undersigned Dealer, agree that neither Westercon 74 (hereinafter referred to as the Convention) nor its management either individually or collectively shall be held responsible for merchandise which may be lost, stolen, or damaged while on Convention premises or during transport to or from the Convention.

The Convention allots space to Dealers to display and sell merchandise. I understand that it is my responsibility, not that of the Convention or its management, to make certain that the merchandise I display and sell at the Convention is lawful and legal in and of itself; that it is not in violation of any copyright, patent, or trademark; that it was obtained by me in a lawful manner; and that its display and/or sales does not violate any statute or ordinance.

I warrant that my merchandise does comply with these requirements. I agree that the Convention and its management, separately or collectively, shall be held harmless in case of any violation and that I shall make good any damage, cost, loss, or penalty incurred by breach of this Warranty.

Business Name (print):

Dealer's Name (print)

Signature: _____ Date: _____

Return this Warranty Form together with your Dealer Application to:

Westercon 74
ATTN: David Clark
2804 Stuart St.
Berkeley, CA 94705