

# Black Hills Con 2025 Vendor Terms & Conditions

- The following terms and conditions are applicable to all vendor applications. Vendors who submit an application hereby agree to the terms and conditions.
- I understand that this is only an application form and doesn't guarantee exhibit space until a confirmation of acceptance is received.
- Placement of booths is at the vending coordinators sole and absolute discretion.
- Any questions should be emailed to vendorsbhc@gmail.com

## General Information

- Convention Location
  - Black Hills Con 2025 will be located at The Monument (444 N Mount Rushmore Road, Rapid City, SD)
  - Vendors Hall will be located in Rushmore Hall near Entrance E.
- Convention Dates & Times
  - Vending hall will be open to VIP Attendees one hour early each day. Vendors are expected to have their booth open and ready for business at that time.
  - Vendors may enter Vendors Hall through the exterior door at 8am each morning to restock booths. You are required to have your badge on when you enter. All interior doors will be locked when the hall is closed.
  - Friday, June 27, 2025
    - Convention Hall: 12pm-12am
    - Vending Hall: 11am (VIP) - 8pm
  - Saturday, June 28, 2025
    - Convention Hall: 10am - 12am
    - Vending Hall: 9am (VIP) - 8pm
  - Sunday, June 29, 2025
    - Convention Hall: 10am - 5pm
    - Vending Hall: 9am (VIP) - 5pm
- Pricing
  - Artist Alley - \$150
    - Artist Alley includes a 6ft by 10ft area with 1 table, 2 chairs, and 2 badges
    - Reserving multiple Artist Alley locations is not allowed.
  - Dealer's Table - \$225
    - Dealer's Table includes a 10ft by 10ft area with 1 table, 2 chairs, and 2 badges
    - No more than 6 Dealer's Tables can be reserved by a single vendor.
  - Power is not included with any location and can be purchased for \$35 for the event
  - Additional equipment can be purchased for \$10 per table and \$3 per chair
  - Please note in your application if you do not require tables or chairs for a credit on your invoice.
  - Additional Badges - \$25 per badge, limit 2 unless otherwise arranged with the Vendor Coordinators.

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- Vendor Setup
  - Setup for vendors will be Thursday, June 26th 10am - 8pm and Friday, June 27th 8am - 10am
  - Vendors are required to check in with Shelby or Kenyon upon arrival to receive final booth location and vendor badges. All booth locations are subject to change Thursday to comply with applicable fire, safety, and building codes.
  - Vendors must be ready one hour before the opening of Vendors Hall on Friday. Any vendor not present or setup by Friday morning will not be allowed to do so during convention hours. Please plan accordingly.
  - A Vendors Meeting will be held at 10:30am on Friday. All vendors are asked to attend for important last-minute announcements.
  - Volunteers may be available to help move things in, but do not count on receiving help. They will help bring things to your booth location from outside, but will not help set up your displays.
  - The overhead bay doors will be open all day Thursday and the morning of Friday to help movement of equipment and merchandise. These doors will be closed at 10am Friday and will not be reopened for any reason until Sunday at 5pm.
  - Please be mindful of other vendors and do not block access lanes or doors when parking or moving vehicles. Please unload everything needed and move your vehicle to the main parking lot before starting to set up your booth. Any vehicles blocking access or not actively unloading will be asked to move.
- Vendor Tear-Down
  - Vendors will NOT start tearing down before 5pm Sunday. Failure to comply may result in banning from future events. Any expectations must be approved by both Vending Coordinators.
  - Vendors must finish cleanup by 8pm Sunday, June 29.
  - Please finish packing your booth before moving your vehicle to the loading area. This helps ensure there is enough space for everyone.
  - All booths must be left “sweep-clean” with no excessive trash or debris.
- No refunds will be issued, regardless of reason. In the event the event is canceled due to reasons beyond Black Hills Con’s control, registrations will be carried forward to the rescheduled event.
- Any concerns or questions during the event should be directed to the Vendor Coordinators, Kenyon or Shelby.

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1. Merchandise for sale
  - a. Sale of any and all drugs and alcohol is strictly prohibited.
  - b. Vendors agree that all merchandise for sale is legal and licensed. Vendors selling unlicensed or bootleg merchandise may be ejected from the convention with no refund of booth space.
  - c. Any vendors selling any weapons need to follow all state and federal laws including ID checks of all shoppers (this is not negotiable, all sales must be met with a valid photo ID). As Black Hills Con is a weapons free con, all sold weapons will need to be removed from the premises immediately after purchase. It is the vendor's responsibility to convey this to the customer and security.
  - d. As this is a family friendly con, the sale of 18+ materials will be regulated. All buyers must be checked for a valid ID. No mature content can be displayed. We ask that you simply place a sign asking to see any 18+ merch and check ID accordingly.
    - i. Merchandise displayed should not be overly offensive, including but not limited to, overly sexual material, offensive language, or in any way violating other terms and conditions. Displaying these materials and refusals to remove them could result in forfeiture of booth space with no refund.
  - e. Black Hills Con reserves all rights to deem what is offensive.
  - f. AI art is strictly prohibited
  - g. Black Hills Con is a safe and inclusive space where we respect all people. We ask that you respect all views as well. We discourage the display or sale of political items.
2. Vendor Sales
  - a. Vendors are also responsible for verifying and reporting any and all applicable sales taxes to the government. A form will be provided to each vendor that must be filed accordingly– this will **not** be returned to Black Hills Con.
3. Sound advertisements
  - a. The use of devices for mechanical reproduction of sound or music is permitted but must be reasonable. Vendors are specifically prohibited from operating noise-creating devices such as drums, bells, horns, pyrotechnics, loudspeakers or megaphones.
  - b. The Organization reserves the right to determine sound interference with others and Vendors shall comply with any request by the Organization to reduce the volume of or discontinue any sound, music or employment of any noisy or disruptive advertising or sales technique including, but not limited to, barking.
4. Vendor liability
  - a. Vendors are responsible for proper insurance and protection of entries. Black Hills Con highly recommends purchasing vendor insurance.
  - b. Black Hills Con and the event venue assumes no liability for damage, loss or theft of an individual's work or personal injury to a vendor, volunteer or workers.
  - c. Black Hills Con and event venue shall be held harmless from and against all liabilities, suits, claims, damages, injuries and action, costs and expenses of any kind or nature of anyone whatsoever relating to or arising out of any act,

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- negligence, or neglect of the vendor, any of its employees, members, guests, agents or invitees.
- d. Black Hills Con and the event venue shall be held harmless from and against all liabilities, suits, claims, damages, injuries and action, costs and expenses of any kind or nature of anyone whatsoever relating to Covid-19 or any communicable diseases.
  - e. The vendor is responsible to set up and maintain the display so as no threat or nuisance is made to the public.
  - f. Tent frames are allowed, however tent walls and canopy are not permitted for any reason.
5. Vendor conduct
- a. Vendors and anybody working in your booth must, at all times, conduct themselves in an orderly manner and must not act in any manner which causes offense, annoyance or inconvenience to other Vendors, BHC staff, Monument Staff, Guests, or any attendees.
  - b. Vendors are responsible for keeping their own rented space clean and well maintained for the duration of their stay. Vendors are permitted to bring extra display materials as long as they stay within their designated space.
  - c. All vendors are required to have a vendor badge that must be on their person and visible at all times while in the convention center. If lost, additional badges may be purchased from the vending coordinators.
  - d. Vendors are responsible for creating a friendly and engaging experience within their booth for attendees. Cosplay is encouraged but not required.
6. Payment Terms
- a. Payment can be made via credit card or bank ACH through the invoice received via email.
  - b. Payment must be made in full by May 15th at the latest to secure your spot. Applications that have not been paid for after May 15th will be opened up to vendors on our waiting list.
  - c. Payment arrangements can be made at the discretion of the vending coordinators.

Anyone caught breaking any rules will face immediate disciplinary actions including but not limited to removal from the premises or legal action.

**Hold Harmless:** By purchasing a booth, you acknowledge that you have read, understand and agree to be bound by both the terms and conditions set forth in this application. I acknowledge that failure to abide by the rules may result in the loss of my vendor privileges without recourse or refund and potential barring from future events. By agreeing to participate at Black Hills Con, the vendor agrees to protect, keep and save Black Hills Con, and the event venue forever harmless from any damage, loss, theft, cost, liability, act of god, terrorism or expense that arises from their exhibiting at this show. This agreement covers full setup, run of the show and teardown.