

Cosplay America Vendor Information Packet

Cosplay America is held at the Embassy Suites Hotel Raleigh Durham Research Triangle in Cary, NC.

Cosplay America booth registration and payment will be done electronically for all Vendors. Vendors must submit registration forms by email and will receive payment instructions upon acceptance. Please read all sections of our website to be sure that you have all of the information you need.

Our Vendor Liaison is the official point of contact for all Vendors at Cosplay America. Please direct all contact with Cosplay America through the Vendor Liaison. If you have any questions, please contact the Vendor Liaison via email at marketexpo@cosplayamerica.com.

Vendors are responsible for ensuring their staff and representatives follow all applicable Cosplay America and Embassy Suites Hotel Raleigh Durham Research Triangle rules, including smoking policies.

This year, we are pleased to introduce a new option for vendors. We will have some table only merchandise areas available for table-top only displays.

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General Information

Booth size, furniture and fixtures

Each booth space is approximately 10' (wide) x 10' (deep) (100 square feet). Each booth will have one table of at least 6 feet in length and 2 chairs. Every attempt possible is made to ensure that booths are 10'x10' with no obstructions. Some hotel layouts prevent this and every accommodation that is possible and reasonable will be made.

Vendors are welcome to bring their own furniture and fixtures, provided that they conform to safety standards and do not interfere with neighboring booths. If an authorized staff member of Cosplay America, Embassy Suites Hotel Raleigh Durham Research Triangle or a Public Safety Official deems that a fixture may be unsafe, they may request that you rectify the issue or remove the unsafe item. Failure to comply with a safety request may result in your booth being cancelled without refund.

If you wish to have additional tables or chairs for your booth, you may order those for by emailing marketexpo@cosplayamerica.com. There may be a fee for additional tables and chairs.

You may not set displays or goods in the walkway. This includes boxes of posters, easels, and mannequins.

Cosplay America does not provide security, staff, or volunteers to assist Vendors with shrinkage prevention, merchandise sales, booth staffing, set-up/teardown, or hauling merchandise.

Please note that there is no food sold at Cosplay America. The Embassy Suites Hotel Raleigh Durham Research Triangle hotel has a restaurant. In addition, there are several nearby restaurants and fast food establishments, some within walking distance from the hotel. Vendors and their staff are responsible for following Embassy Suites Hotel Raleigh Durham Research Triangle rules regarding food.

Table Only Information

Each table only area will consist of one table and two chairs. There is no additional display space included. Your allocated space is literally the table and the space for the chairs. You may not interfere with neighboring booths or tables. You may not remove the table. No additional tables or chairs are available. This is for table top usage only.

You may not set displays or goods in the walkway. This includes boxes of posters, easels, and mannequins.

Cosplay America does not provide security, staff, or volunteers to assist Vendors with shrinkage prevention, merchandise sales, booth staffing, set-up/teardown, or hauling merchandise.

Please note that there is no food sold at Cosplay America. The Embassy Suites Hotel Raleigh Durham Research Triangle hotel has a restaurant. In addition, there are several nearby restaurants and fast food establishments, some within walking distance from the hotel. Vendors and their staff are responsible for following Embassy Suites Hotel Raleigh Durham Research Triangle rules regarding food.

Services – Internet and Electrical

Internet and electrical services are available from the Embassy Suites Hotel Raleigh Durham Research Triangle for an additional fee which is determined by the hotel. Please make Internet service requests by emailing marketexpo@cosplayamerica.com after registration. Please ensure that any wiring does not pose a hazard.

Audio displays must be kept at a reasonable volume. Cosplay America reserves the right to require volume modifications for any reason.

Electrical requests are honored by a plug delivered somewhere within 3 feet of your booth. It is your responsibility to safely attach any electrical devices to your designated socket.

Dealer Badges

Booth reservations: You will receive two (2) badges for each booth you reserve. Table only reservations: You will receive two (2) badges for each table you reserve. Additional badges may be purchased at the “at the door” price. Vendor badges are not transferrable. Each badge will list your company name. You are responsible for the conduct of all staff and volunteers representing your company.

Note: Vendor badges grant the badge holder access to the Market Expo before, during, and after opening times with Cosplay America consent. Access will be granted per “*Market Expo Hours of Access*” below. Vendor badges do not grant the badge holder special access to contests, guests, events, or other opportunities.

Email Registration and Payment for Booth Space

You must reserve all booth space by submitting an application via email.

To reserve more than one booth or table, simply enter the number of booths or tables wanted.

Full payment is due prior to the convention; a payment due date will be provided in writing after your reservation is received.

Booth and Table Assignments

Cosplay America will group multiple booths together to form a single space unless otherwise specified by the Vendor. Cosplay America will contact you as soon as possible if we are not able to accommodate your space request.

Booth and table assignments will be made during the month prior to the convention. Assignments will be made on a first-purchased, first-assigned basis. Special requests (walls, windows, corners) will be accommodated as much as possible. When you receive confirmation of your booth/table assignment, you will have one day (24 hours, which may fall on a weekend) to respond with questions or it will become final.

Security

Cosplay America does not provide security staff. Convention staff and volunteers ensure that only registered attendees have access to events and the Market Expo. It is your responsibility to monitor your booth space and your property. Under no circumstances will Cosplay America be liable for the loss of or damage to your merchandise, equipment, revenue, or anything else

within your booth space. Cosplay America does not provide storage (secured or unsecured) for Vendor merchandise or equipment.

We recommend that Vendors obtain adequate insurance to cover all situations of loss or damage during the convention.

Market Expo Hours of Access

(Times subject to change)

Day	Vendor Access (no Attendees present; no sales allowed)	Attendee Access
Thursday	None*	None
Friday	9AM – 1PM	1PM – 7PM
Saturday	9AM – 10AM	10AM – 7PM
Sunday	9AM – 10AM 4PM – 6PM Tear Down	10AM – 4PM

Vendors are not required to be present during all hours of access, however it is strongly recommended. As noted above, Cosplay America is not liable for your booth's contents if the booth is left unattended.

*Load in times on Thursday are determined by the hotel's availability. We will try to ensure that the ability to unload into a space, even if you can't do a full setup, will be made available. Details will be emailed before the convention. If you need more than 3 hours for setup, please note this on your registration, and we will do our best to accommodate your request. Please note that this may mean working late into Thursday night or having to finish setting up early on Friday morning.

Prize Donations to Cosplay America

Vendors are encouraged to donate merchandise and/or gift certificates to be used as prizes and give-away items for attendees. Cosplay America will award or give away donated items as we deem appropriate; we will give proper credit to the Vendor when the item is presented to the attendee.

We are very appreciative of any items you choose to donate. Note that **donations are not required**. Donations are not tax deductible.

North Carolina Sales and Use Tax

All products sold within the State of North Carolina are subject to North Carolina Sales and Use Tax. It is the Vendor's responsibility to determine the current sales tax rates, to report any sales tax collected, and to follow the appropriate laws of both North Carolina and the Vendor's home state.

Travel and Accommodations

Vendors should request the Cosplay America rate if reserving rooms at the Embassy Suites Hotel Raleigh Durham Research Triangle. Vendors are responsible for making their own travel and hotel arrangements. Cosplay America will not cover any associated costs including, but not limited to, fuel, hotel rooms, meals, parking fees, shipping costs, or transportation.

Cosplay America will not reimburse Vendors or their representatives for any costs associated with eviction from the convention space or hotel.

Cancellation

Refunds are available in the percentages specified in the chart below if a written request (email or hard copy) is received by the date indicated. Cosplay America reserves the sole right to determine the disposition of canceled booths. Vendor booths may not be resold, transferred, sub-let, or assigned by the Vendor.

Date Refund Request Received by Cosplay America	Percentage Reimbursed by Cosplay America
On or before April 15, 2024	50%
April 16, 2024 to May 31, 2024	25%
On or after June 1, 2024	0%

Removal of a Vendor Due to Policy Infraction/Breaking of Contract

A Vendor may be removed from the Market Expo, convention space, or hotel space by an authorized staff member of Cosplay America, Embassy Suites Hotel Raleigh Durham Research Triangle, or a Public Safety Official. If this occurs, the Vendor has one hour (60 minutes) to complete all of the following: close the booth, remove the booth contents from the Market Expo (via the loading dock), and return all Vendor badges associated with the booth.

There will be a cash penalty assessed for each Vendor badge that is not returned; the amount is the full “at the door” price charged on the first day of the convention. If the Vendor or any associated staff wishes to return to the convention as an attendee, each person must purchase an attendee badge at the door at the current price.

The removed Vendor forfeits all fees paid to Cosplay America and all associated badges will be revoked. Cosplay America is not responsible for any fees associated with a Vendor’s removal from the Market Expo including, but not limited to, hotel fees, parking tickets, and Vendor staff wages.

Vendor Contract

Each Vendor must provide an original, signed copy of the contract to Cosplay America at check-in (please do not send the contract prior to the convention). The contract may be signed on-site at the Market Expo.

Only one contract is needed per legal entity, and it will cover all associated booths. The contract must be on file in order for the Vendor to receive booth assignment(s) and badges.

Policies

Questions should be directed to the Market Expo Liaison.

Confiscation (From Attendees) Policy

The attendee rules state that any confiscated item becomes the property of Cosplay America. Neither attendees nor the Vendor will be reimbursed by Cosplay America for any confiscated items and confiscated items will be returned to the Vendor for resale. Cosplay America may require Vendors to post signage (provided by Cosplay America) with this information at each booth.

Anti-Piracy Policy

Cosplay America strongly supports and enforces an anti-piracy policy for its Market Expo.

Our goal is to reduce piracy that hurts the cosplay and related industries, which includes the sale of unlicensed merchandise. Cosplay America does not allow the staging, presentation, or sale of items that infringe upon the intellectual property of another party. We need each Vendor's help to protect the integrity of the industry and the reputation of our convention.

The Vendor is responsible for verifying the authenticity of all goods sold at the booth. Any mass-produced merchandise item that does not display copyright information of some form (e.g., written text, sticker, seal) will automatically be tagged as bootleg and must be removed from the Market Expo immediately. Authorized Cosplay America staff (e.g., Market Expo Liaison, Assistant Directors, and Director) hold the final determination as to whether an item is considered to be authentic and may be offered for sale in the Market Expo.

The first violation of this policy will come with a warning, at which time the Vendor will be asked to remove the offending merchandise from the Market Expo and convention area. Failure to comply (a second violation) is cause for immediate removal of the Vendor from the convention (see "Removal of a Vendor" above).

Items that Cannot Be Sold at Cosplay America

Contact lenses cannot be sold at Cosplay America due to restrictions under North Carolina State law. You may contact the North Carolina Board of Optometry for more information (<http://www.ncoptometry.org>).

Food and beverages, including alcohol, cannot be sold at Cosplay America within or outside of the Market Expo. Food and beverage sales will be handled by the Embassy Suites Hotel Raleigh Durham Research Triangle hotel and/or its designee(s).

Adult Materials Policy

Cosplay America is a safe, "family friendly" event. Please take this into consideration when selecting merchandise to bring to our convention.

- Vendors are required to comply with all appropriate laws related to the transport, display and sale of adult merchandise into and within the State of North Carolina.
- Vendors must follow any additional rules set by the Embassy Suites Hotel Raleigh Durham Research Triangle hotel.

- Adult materials must be displayed in a non-offensive and tasteful manner. You must check each attendee's ID to ensure they are at least 18 years old before presenting (or selling) any adult materials to them.
- Adult materials must not exceed 25% of your merchandise for sale.

Authorized Cosplay America staff hold the final determination as to whether an item is considered "adult material" and/or is inappropriate for display and/or sale. Such items can include those that are gory or graphically violent, as well as those with extreme sexual content.

Cosplay America reserves the right to request that a Vendor remove any or all adult materials, to "tone down" or remove displays, or to de-emphasize adult merchandise in displays.

The first violation of this policy will come with a warning, at which time the Vendor will be asked to remove the offending merchandise from the Market Expo and convention area. Failure to comply (a second violation) is cause for immediate removal of the Vendor from the convention, (see "Removal of a Vendor" above).

Weapons Sales

Weapons must be legal for sale in the State of North Carolina and must be displayed in a safe manner with a focus on *preventing* accidents. Viewing and evaluation of weapons by attendees must be carefully supervised. Vendors are responsible for monitoring all activity within and in the immediate vicinity of their booths.

Note that the State of North Carolina enforces age restrictions on the sale of some items. It is the Vendor's responsibility to know and comply with these laws. Cosplay America suggests that you verify and record the date of birth for each purchaser.

Authorized Cosplay America staff, Embassy Suites Hotel Raleigh Durham Research Triangle representatives, and Public Safety Officials hold the final determination as to whether an item is considered unsafe or otherwise inappropriate for display and/or sale and they reserve the right to request that a Vendor alter or remove any display/merchandise that is deemed unsafe.

The first violation of this policy will come with a warning, at which time the Vendor will be asked to remove the offending merchandise from the Market Expo and convention area. Failure to comply (a second violation) is cause for immediate removal of the Vendor from the convention, (see "Removal of a Vendor" above).

All live steel and similar items must be given to the purchaser in a fully sealed, taped, rip-proof package. The Vendor must let the attendee verify that the item purchased is the item in the package prior to the package being sealed. The Vendor is responsible for providing purchases to attendees in closed packaging, as noted. The Vendor is not responsible for any actions attendees take after receiving the package, including actions the attendee might take which result in the item being confiscated (see "Confiscation Policy" above).

Sales outside the Market Expo (including hotel rooms and outside the Embassy Suites Hotel Raleigh Durham Research Triangle on hotel property)

It is against Cosplay America policy for Vendors to sell anything outside the Market Expo, including on the grounds outside the Embassy Suites Hotel Raleigh Durham Research Triangle. It is against hotel policy for Vendors to sell anything from hotel rooms or other hotel space.

If a Vendor (or any of their representatives, including attendee staff or volunteers) is found violating any of this policy, the Vendor will be immediately removed from the convention with the first violation (see "Removal of a Vendor" above). In addition, the Embassy Suites Hotel Raleigh Durham Research Triangle may remove the Vendor from their premises (convention space and/or hotel space) at their discretion.

Please note that attendees are also bound by this policy and cannot sell any items outside the Market Expo.

Cosplay America Vendor Contract

1. Red Phoenix, LLC is the corporation that sponsors the Cosplay America convention. In this contract, "Cosplay America" refers to Red Phoenix, LLC and the Cosplay America 2024 convention. In this contract, "Vendor" refers to the individual, convention, or company conducting business at Cosplay America 2024. "Contract" shall include this Vendor Contract and the terms of vendor participation detailed on the Cosplay America website, incorporated herein by this reference.
2. Vendor and Vendor's representatives must comply with all published Cosplay America guidelines, rules and policies. Vendor and Vendor's representatives must immediately, and without question, comply with all verbal safety, anti-piracy, adult materials, weapons and noise admonishments and directives from Cosplay America staff.
3. Prior to displaying or selling any merchandise, Vendor must have paid in full for a Market Expo booth and must have a fully executed Vendor Contract on file with Cosplay America. Vendor booths may not be resold, transferred, sub-let, or assigned by the Vendor. The contract is personal to the undersigned Vendor. Vendors are prohibited from selling merchandise outside of their booth space within the Market Expo and anywhere outside the Market Expo.
4. Vendor is responsible for any operating licenses required by local, state, and/or federal authorities.
5. Vendor will accept full responsibility for the calculation, collection, and payment of any local, state, and/or federal taxes.
6. Vendor and Vendor's representatives must comply with all Embassy Suites Hotel Raleigh Durham Research Triangle guidelines. Vendors assume full responsibility for compliance.
7. All displays and exhibits must conform to all local fire and electrical standards and codes, and any and all restrictions imposed by the Embassy Suites Hotel Raleigh Durham Research Triangle and Cosplay America.
8. Vendor will not display or sell any material that infringes upon any local, state, federal, or international laws. Materials that violate copyright or trademark laws and/or agreements (per the license holder) are specifically prohibited. Copyrights or trademarks held by countries that do not honor international copyright or trademark laws will be considered presumptively null and void.
9. Cosplay America reserves the right to prohibit the sale or display of any merchandise or service that Cosplay America determines to be inappropriate or illegal.
10. Cosplay America shall not be liable for failure to perform its obligation in the event of an "Act of God" (e.g., power loss, rain, snow, hurricane, disease); Act of War (including terrorism or any other form of "undeclared war"), declared or undeclared; or any other cause outside the control of Cosplay America that cancels or disrupts the convention. No monies will be refunded if such an event occurs. If Cosplay America is cancelled for reasons other than those specified here, a full refund of paid booth and badge fees will be issued to the Vendor.

Cosplay America is not liable for any other Vendor costs (e.g., hotel, food, transportation, wages).

11. Vendor is fully and solely responsible for its property and merchandise before, during, and after Cosplay America.
12. Neither Cosplay America nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to the Vendor, Vendor's associates or representatives, or Vendor's property for any reason. Should any accident occur in the Vendor's booth, or with the Vendor's merchandise, Vendor agrees to indemnify Cosplay America for any and all damages that may be assessed or awarded against Cosplay America.
13. There is no other agreement or warranty between Cosplay America and Vendor except as set forth in this contract. The rights of Cosplay America under this contract shall not be deemed as waived except as specified in writing by an officer of Cosplay America. Failure to enforce any provision of the contract shall not bar enforcement of subsequent breaches of the contract. The contract is governed by North Carolina law. The Vendor agrees that any disputes of this contract will go through arbitration based in North Carolina.

I have read the terms specified above in the Vendor's Contract and understand them. I understand that violation of the Vendor's Contract may, at Cosplay America's discretion, be considered just cause for my immediate removal from the convention with no refund of fees and revocation of all associated Vendor badges. I have read and understood all of the information in the Vendor Information packet.

Vendor Representative (Signature) Date

Cosplay America Representative (Signature) Date

Vendor Representative Name (Print)

Cosplay America Representative Name (Print)

Vendor Company Name (Print)

Red Phoenix, LLC. d/b/a Cosplay America

Please provide your email address below if you would like for Cosplay America to email you a scan of the fully executed contract:

To be completed by Market Expo Liaison after check-in.
Booth/Table assignment(s) for this Vendor: _____