



2017 Creator Application

SmallvilleComicCon.com | facebook.com/SmallvilleComicCon

**Before submitting applications and fees please contact (620) 897-7420 for space availability.
Completing this application is not a guarantee of participation or placement.
Please read carefully and print legibly; maintain a copy for your records.**

Dates / Times: 10:00 am – 7:00 pm Saturday, June 24, 2017 | 10:00 am – 5:00 pm Sunday, June 25, 2017

Location: Meadowlark Building, Kansas State Fairgrounds, 2000 N. Poplar, Smallville / Hutchinson, KS 67502.

Booth Rates: Personal fixtures and small tables may be used provided they do not encroach upon the aisles and neighboring booth spaces or interfere with traffic flow and designated aisles. An End Cap is two Corner booths. End Caps and Corner Booths are not guaranteed. See 2017 Exhibitor Information Letter refund details.

- \$85 Economy – one 8' x 4' space, one 8' x 2.5' table, two chairs, two admission wristbands/badges
- \$125 Standard – one 10' x 10' space, one 8' x 2.5' table, two chairs, two admission wristbands/badges
- \$175 Double – one 20' x 10' space, two 8' x 2.5' tables, four chairs, four admission wristbands/badges
- \$200 Corner – one 10' x 10' space, two 8' x 2.5' tables, three chairs, three admission wristbands/badges
- \$275 End Cap – one 20' x 10' space, four 8' x 2.5' tables, four chairs, four admission wristbands/badges
- \$5 Additional Chair – Quantity: _____
- \$15 Additional Table – Quantity: _____
- \$15 Additional wristband/badge (limit 2) – Quantity: _____
- Early registration discount** received prior to January 1, 2017: Subtract \$20

\$_____ **Total Fees Enclosed**

Business Name: _____ Contact Person: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____
Website: _____
Type of Merchandise: _____

Additional Information/Special Needs/Requests: _____

Payment: Check or PayPal. Complete this form and submit checks payable to Artistic Consultants, P.O. Box 52, Little River, KS 67457. Email form and remit payment via PayPal to smallvillecomiccon@yahoo.com. Requests for PayPal invoices must include your PayPal account. This charge will appear as "ArtisticConsultants."

I hereby acknowledge it is my responsibility to read and abide by the 2017 Exhibitor Information Letter and accept the terms and fees for my vendor space at the Smallville ComicCon and the requirements found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto and hereby incorporated in this contract and made a part thereof.

Printed Name

Signature

Date

CONTRACTUAL PROVISIONS ATTACHMENT

The Parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 18th day of June, 2016.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A.44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Contractor agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No Provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A 46-1101 *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions/ Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas Agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.