



METROCON 2023 Merchant Information Packet July 14-16, 2023 -- Tampa Convention Center

General Information

The Merchant Hall for METROCON 2023 will be on the **3rd Floor, in the combined West/Center Hall**, of the Tampa Convention Center. See the inserted diagram and the registration section of the website for booth/table layouts. Load-in times are specified below, and load in will be through the **UPPER LOADING DOCK (enter via Franklin St)**. We will be using Exhibit Services for our tables/skirting and Merchant Services again in the Merchant Hall. Merchants (especially artists) with small loads (a few totes or small boxes) may enter through the building as normal with their merchandise. “Merchants” or “exhibitors” collectively refer to both Vendors and Artists.

Merchant space will be assigned on a first-come, first-served basis. All merchants should use the system available on METROCON’s web site (via GrowTix) to purchase their booth. The Merchant system allows merchants to add the type and number of desired booths to their cart, and complete their purchase online. METROCON’s staff will do their best to ensure the selection of the preferred spaces, however relocation may be necessary in certain circumstances.

Reservations / Payment / Contact

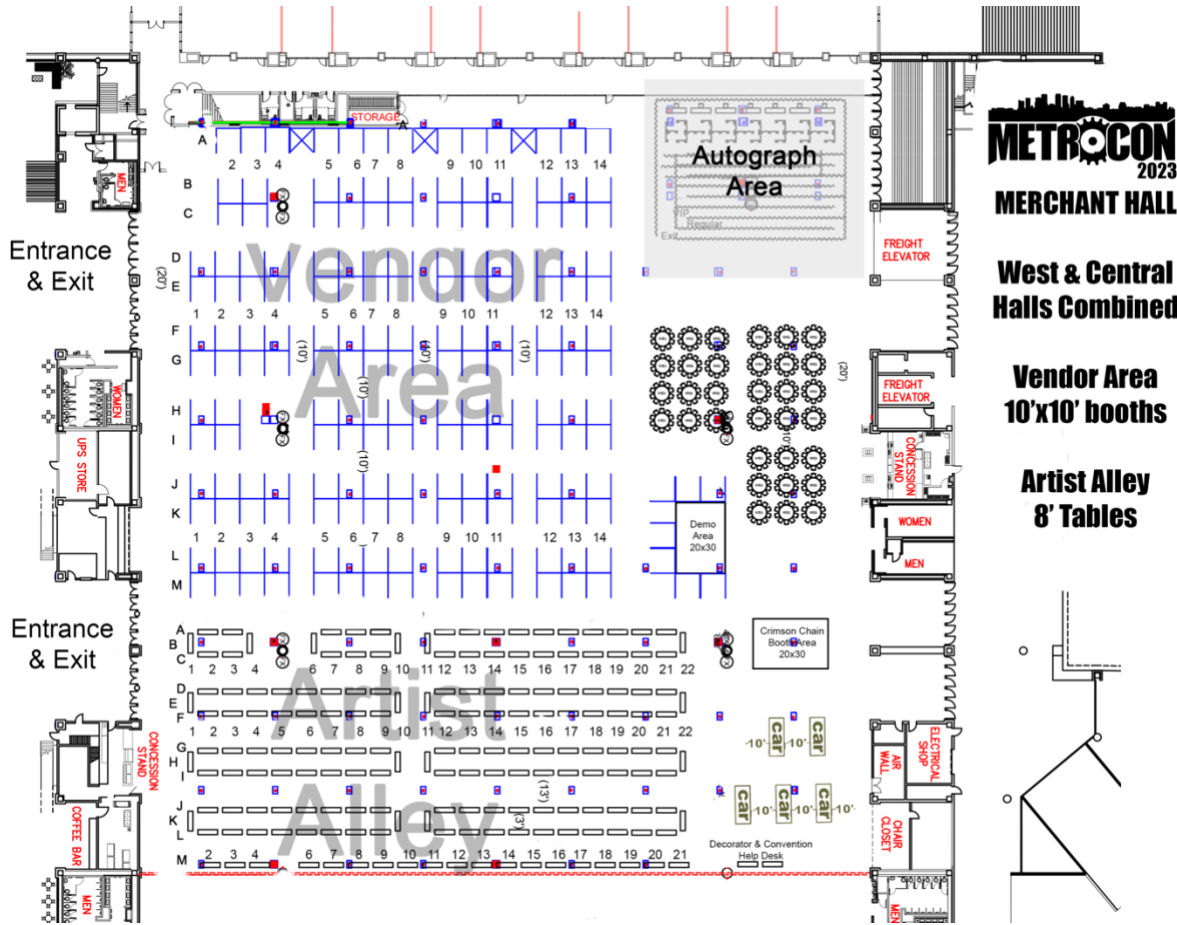
All booths require full payment **at the time of reservation. Under no circumstances will METROCON hold space without payment.** Payment can be made via credit card during the online purchase process. If you are wishing to pay by check, or have any questions about this process, please contact Director of Operations Heidi Craddock, at merchants@metroconventions.com.

Vendors & Artists – What’s the difference?

The **Vendor Area** is for those merchants who are selling licensed products and distributing merchandise on behalf of manufacturers (even if the manufacturer is themselves). Examples include DVDs, manga, figures, collectibles, t-shirts, statues, books, posters, wall scrolls, manufactured costumes, glassware, and much more.

The **Artist Alley** is for smaller-scale merchants who are vending handmade items. These items should have been made by the merchant present at the convention (or their direct representative) in some capacity - art prints, original art, sculptures, assorted crafts, multimedia projects, handmade jewelry, etc.

Artists may elect to purchase a Vendor Booth for the extra space as needed, however, Vendors may not elect to have a table in the Artist Alley.



METROCON
2023
MERCHANT HALL

**West & Central
Halls Combined**

**Vendor Area
10'x10' booths**

**Artist Alley
8' Tables**

TAMPA CONVENTION CENTER
333 S. Franklin Street
Tampa, Florida 33602
(813) 274-8511; 1-800-426-5630
FAX: (813) 274-7430



Booth Rates

A standard **Vendor Booth** includes a 10' x 10' pipe and draped booth, one six (6) foot covered and skirted table, two chairs, open header sign and a wastebasket, and two (2) weekend passes. The standard booth cost this year will be \$600.00. Due to the additional value and versatility, corner booths (booths with more than one face exposed and open for display) are \$700.00 each, and include the same amenities. Additional tables are available through the set-up company, Exhibit Services, for an additional fee that Exhibit Services will charge directly to the Vendor. **We encourage VENDORS to bring their own tables if they want additional tables for their booth.**

Artist Tables include one 8' table, two chairs, and a wastebasket, and two (2) weekend passes. Tables are \$300 each. Artists may add shelving, etc. but may not add additional tables to their area.

A service desk will be available at the convention to help with any additional needs you may have. You may also reach TCC and/or Exhibit Services through any member of METROCON Staff.

Payment

Payment must be made at time of booth/table reservation for all Merchants through the online system.

Booth Configuration

You may configure your booth or table as you see fit, adding additional shelves, kiosks, etc., as long as they do not interfere with other merchants' areas or violate Tampa Convention Center/Fire Marshall requirements (listed later in this document). If you require special accommodations for your booth space (i.e. electrical hookups, phone lines, power strips, etc), please contact Tampa Convention Center directly. You may do this through their website (please provide your booth or table number(s) that you have reserved) or do this on site at the convention during set-up.

<http://www.tampaconventioncenter.com/exhibitors/>

NOTE: These extra accommodations are available for an extra fee and are **not** covered by the booth or table price. METROCON is **not** responsible for covering these extra costs for merchants, or for making arrangements with the merchants to set them up. METROCON and the METROCON staff will do everything possible (within reason) at the convention to smooth out, as well as speed up, this process. Prices are available at the above link for all available services.



Suggested Procedures for Merchant Protection of Valuables

METROCON has always made security a priority, and we will continue to maintain the level of security we pride ourselves upon, as well as improve the strategies and staffing that the security department will use. We continuously have Security staff monitor the Merchant Hall. However, theft does occur at conventions such as this. Please take extra precautions in the placement of your merchandise and cash to guard against the possibility of theft. Merchants are responsible for their own property, merchandise and money; under **no circumstances** will METROCON or its personnel be liable for loss or damage including but not limited to merchandise, equipment, or revenue.

Please keep small items under close watch, or out of arms reach, as well as keeping the cash box (or similar item) at least 4 feet from any convention attendee as possible and necessary. If there is an issue, please find any member of METROCON Staff with a radio, and they will alert TCC Security, as well as our METROCON Staff, who is well equipped to deal with this scenario.

Merchant Hall Room Hours

Attendees will be allowed access to the Merchant Hall between opening and closing. We require that you or an associate be present at all times during these hours. **A \$50 fee will be assessed to any and all merchants who arrive more than 30 minutes later than Opening time.** This is due to the fact that for the time a merchant is not present, a member of METROCON Staff will be required to pay extra attention to this unmanned booth and therefore unable to correctly and efficiently fulfill their own responsibilities. During Set-Up hours, the Merchant Hall will be open for merchants to come and go freely and will be monitored by Operations and Security Staff to ensure that all merchandise is secure while the doors are unlocked. **Trying to set-up entirely on Friday morning, as well as continuing set-up with patrons in the room, IS discouraged due to the vast amount of complications that can arise.**

* These hours are subject to change.

**The first hour on Friday and the first half hour on Saturday-Sunday are VIP ONLY.

	Setup	Opening	Closing
Thursday (SET-UP)	10AM – 8PM	N/A	N/A
Friday	8 AM – 11AM	11 AM** (12 PM)	8:00 PM
Saturday	9 AM – 10 AM	10 AM** (10:30AM)	7:00 PM
Sunday	9 AM – 10 AM	10 AM** (10:30AM)	5:00 PM



Merchant Hall Room Setup

Bring your vehicle to the top of the Upper Loading Dock. Merchants then **MUST check in with METROCON staff**. Then merchants may unload from a space on the dock, or may wait in line to bring their vehicles up to the open bay doors. Merchants will NOT be allowed to drive into the hall per Fire Marshall regulation. However, in either situation **please UNLOAD, park your vehicle elsewhere, then SET-UP your booth, in that order**, so you are not taking up precious truck space in either area.

Merchant passes will be issued upon check-in. Additionally, if not utilizing the loading dock, there is a check-in station located at the front of the hall as well. If there are any questions about this in advance, please email the Director of Operations, Heidi Craddock, at merchants@metroconventions.com. **Merchants are strongly encouraged to bring their own handcarts, as there are few if any others available for use within the complex.**

The loading dock will be open on Thursday, starting at 10:00 AM, for unloading of vehicles. Please note the time restrictions in the table above and plan to arrive in plenty of time to unload merchandise. To expedite this process, merchants may wish to "palletize" their merchandise or use containers that are easily stackable.

For breakdown, the Merchant Hall is cleared of the general membership after closing on **Sunday at 5pm**. Merchants may bring vehicles into the loading dock **once all merchandise is packed and ready to be loaded**. Merchants intending to bring a vehicle onto the loading dock for load-out should visit the Information Desk after their merchandise is packed and ready for load-out. They will then be issued a pass to bring their vehicle on the dock by the METROCON staff, after confirming that their booth is broken down and prepared for loadout. Merchants must have their merchandise and all other belongings cleared from the Merchant Hall **no later than 9:00 PM** on Sunday night.

Merchant Passes

Merchants (both artists and vendors) will be supplied with **two merchant badges for each booth/table** purchased. Additional badges may be purchased at the convention for \$60/each. Abuse of the discounted merchant passes (purchasing passes for attendees who are not working at your booth) will be dealt with accordingly, including fines or refusal of merchant status the following year, up to and including removal of the merchant from the convention without refund.

Merchant Passes function like weekend passes in all other areas of the convention, but will also grant access to the Merchant Hall during set-up and breakdown. Due to issues in the past we would like to remind merchants - while using your pass, and at all times during the course of the convention, you are under not only the restrictions presented herein, but all regulations and rules that our attendees are expected to follow. Any failure to follow these regulations will result in potentially being removed from the event, being placed on a probationary warning, or any number of repercussions as our security staff sees fit. You are very valuable to the convention; however, having a badge that says "Merchant" does not imply that you have a get out of jail free card.

Merchant badges must be worn at all times by any person working at a booth. Badges may not be sold, loaned, or otherwise transferred to persons who are not working for you. Merchant badges do not allow access to special functions that require a separate admission price (i.e. ballroom dances, tournaments) and do not confer VIP benefits.

Merchant badges may be shared among employees (different people working different days, for example), but the practice of using one badge shared among multiple employees simultaneously is prohibited and could result in the confiscation of badges. Every individual working your table(s) must wear a badge at all times.



METROCON Merchant Hall Room Policies

METROCON: 2023 - Refund/Cancellation Policy

Should you (the merchant) find that you are not able to attend METROCON 2023 and have already paid for your booth(s), the policy is as follows:

<u>Refund Period</u>	<u>Deadline</u>	<u>Amount Refunded</u>
Refund Session 1	March 1, 2023	100%
Refund Session 2	May 1, 2023	50%

****NOTE** ANY CANCELLATION OF BOOTH/TABLE RESERVATION AFTER MAY 1, 2023 WILL RESULT IN THE FORFEITURE OF ANY AND ALL PAYMENTS MADE TO METROCON.**

Adult Materials Policy

While METROCON is a gathering place for a completely diverse crowd, that does include families and minors. We require that merchants **refrain from selling adult merchandise of any kind** (i.e. all hentai; yaoi, yuri, shounen-ai or shoujo-ai containing graphic or explicit content; any material with explicit language, graphic content, etc.;). **The acceptability of merchandise is at the sole discretion of the METROCON STAFF.** Anything above a **PG-13 rating** should not be brought to the convention to sell, as we will ask you to remove it from your table. Failure to comply with warnings may result in removal from the Merchant Hall, fines, the revocation of merchant status and forfeiture of merchant fees. Additionally, the public showing of adult animated or live film in the convention is prohibited.

Adult media **cannot** be sold. Any form of pornography is absolutely prohibited and will be dealt with severely. The offending merchant will immediately be reported to the proper authorities. Furthermore, METROCON reserves the right to pursue legal actions against said merchant.

On a side note, it is Tampa Convention Center policy that **adult materials of any kind are strictly prohibited**, so regardless of METROCON's personal decision regarding adult materials, it is against the law to sell this merchandise on TCC property. Please take all of this into consideration when deciding what items to bring and sell at your booth or table.

Weapons Sales Policy

METROCON and the Tampa Convention Center do not allow the sale, transference or advertisement of any product that qualifies as a weapon. This includes sharp metal swords, knives, pocket or keychain self-defense accessories, pepper spray, stun guns, etc. **If it does not comply with the convention's weapons and prop policy, it may not be sold at the convention. This is a change from previous years – no sharp sword or knife dealers will be allowed at the convention, per requirement from the City of Tampa Police Department.**

For more detailed information on the conventions overall weapons policy, please refer to the METROCON web site (www.metroconventions.com).

Policy for Events Requiring Crowd Control

Any event that attracts large crowds or involves audience participation—such as a tee-shirt toss—has special requirements. **Staff should be notified at least one hour before any such event to ensure the coordination of event security.** Events may be moved or stopped if there are significant crowding or security issues.

Bootleg / Piracy Policy

METROCON does not allow the sale of bootleg merchandise such as fansubs, Son May CDs, Ever Anime releases, or unlicensed wall scrolls. Some merchants have made it a practice to distribute flyers promoting the sale of such bootleg merchandise at their stores so that attendees could purchase items not carried at the convention. Others have offered “shuttle” service to their stores for this purpose.

METROCON disallows the advertising of bootleg or knockoff products/services, and “shuttle” service to other locations for the purchase of such products or services. Any violation will come with a warning, at which time you will be asked to remove the offending advertising. Failure to comply or a subsequent violation may result in removal from the convention and forfeiture of all merchant fees. Advertising legitimate products and services is, of course, both allowed and encouraged.

Sales of bootleg (or other) goods from areas of the convention other than the Merchant Hall, specifically rented space, or from private hotel rooms, is strictly prohibited.

NOTE: METROCON reserves the right to determine bootlegged merchandise inappropriate for sale. It is at the absolute and sole discretion of the staff what may or may not be sold. No disputing. METROCON will also cooperate with the execution of all legal requests and “Cease and Desist” requests to the fullest ability and requirement presented to us. It has become a regular practice in recent years for vendors to try and leverage bootleg claims against one another without evidence to support the claim. Please be prepared to provide evidence before presenting such claims to staff – when we are equipped with the right knowledge, we are happy to help artists retain the rights and benefits that they deserve!

Food and Beverage Policy

Due to TCC's catering contract, you may not make available any food or drink items to convention attendees. The SOLE exception to this is collectible items not intended for consumption (for example: there was a line of Final Fantasy themed Coca Cola cans released in Japan – a vendor was selling them as a set, for collectors, obviously without the intention of them being drunk or consumed – this would be acceptable). The collectible items exemption does come with a risk – if any patron is found to be purchasing these items and consuming them, we will ask you to remove said merchandise from your booth and be required to enforce punitive measures at the discretion of the convention center.

Additional Info Regarding Artist Alley

The Artist Alley has several additional restrictions on the merchandise that can be sold in addition to the preceding policies. The Artist Alley is a place for creators and artists to make their handmade crafts and art available, not to sell manufactured or commercial goods. Some clarifications and additional helpful tips for Artists:

- a.** For example, if you've drawn a comic, you can sell that comic, even if it was commercially printed through a publisher.
- b.** Read up on copyright and Fair Use - this is great information! : <http://www.copyright.gov/fls/fl102.html>
- c.** If you aren't sure something is proper to sell in the alley, please ask us BEFORE the convention via email, so that there are no surprises.
- d.** You cannot sell unwanted commercial anime or manga items (no “garage sale” booths to unload old stuff).
- e.** You also may not use downloaded, scanned, or redrawn copies of images that are not your own work to create merchandise to sell. (Here's an example: You cannot download an image from the web and silk-screen it on to t-shirts and sell those) You may not duplicate existing licensed merchandise in any form - clothing, figurines, etc.
- f.** You should be able to prove that work is your own if asked. (I.E. your signature, other examples of your work, trademark/copyright notice, etc.)
- g.** Your work may not include trademarked logos or images

Intellectual Property

For more information on issues of Japanese copyrights, we recommend you read up on the recent changes to intellectual property and copyright law regarding the use of images and characters for fan-art at conventions and tradeshow in the United States – recent rulings have made the area a little more unclear, but for the most part, it does not affect most artists.

If you have a doubt about some of your merchandise, please do not bring it. Any violation will come with a warning, at which time you will be asked to remove the offending merchandise from the artist's table. Failure to comply or a subsequent violation may result in removal from the convention and forfeiture of all artist fees.

If there are any questions on these policies, please contact the Director of Operations at merchants@metroconventions.com



Items, which MAY be sold at METROCON 2023 by VENDORS includes, but is not limited to:

- Garage Kits/Figurines
- Dojinshi/Fanzines (non-hentai/yaoi/yuri/shounen-ai/shoujo-ai – left to the discretion of the Core Staff)
- Any and all genuine imported Japanese merchandise. This includes toys, CDs, DVDs, posters, art books, manga, and anything else you can come up with. Even if an American company is selling a translated version.
- Any and all legitimate American-produced merchandise.

Items, which may NOT be sold at METROCON 2023, include, but are not limited to:

- “Knockoff” or bootleg merchandise: Son May Records (SM Records), Ho San CDs, Ever Anime, Hook-Ups T-shirts and Korean based Academy Models line of Gundam and other anime related kits
- Bootleg videotapes, video CDs, or DVDs (this includes bootlegged videos recorded on blank videotapes with printed labels; pirate copies of any titles that have been released commercially in the United States, Japan, or elsewhere; titles taped off the air in Japan-- and any and all fansubs).
- Any posters, idol cards, etc., which read “Kodak,” “Fuji,” etc. on the back.
- Unlicensed wall scrolls and decorative items
- Unlicensed reproductions of any products actually released by an American company.
- Adult merchandise of any kind (i.e. hentai, explicit yaoi & yuri, X-rated depictions of violence, explicit language etc). This also includes shounen-ai and shoujo-ai with adult content, as well as any other merchandise the Core Staff deems inappropriate.
- Swords, knives, or real weapons of any kind (cosplay and prop weapons are ok – yes on foam, plastic, and even crafted metal props; no to sharp steel swords or knives, even if they belong to an anime character)

If you have a doubt about some of your merchandise, please do not bring it. Any violation will come with a warning, at which time you will be asked to remove the offending merchandise from the Merchant Hall. Failure to comply or a subsequent violation may result in removal from the convention and forfeiture of all merchant fees.

If there are any questions on these polices, please contact the Director of Operations at merchants@metroconventions.com



Florida State Sales Tax Information

Florida state law requires that all merchants charge 7.5% Florida sales tax in Hillsborough county, separate from the amount of the sale. Merchants are required to receive a state tax ID from the Florida Department of Revenue **before the convention and keep records of their tax license on site should it become necessary to present such documentation.**

Please go to www.hillstax.org or www.myflorida.com/dor for information. If you already possess a current Florida Tax ID, please make sure to bring your Sales Tax certificate with you to the convention in case there is a need to present it.

We strongly recommend you do your research and consult your accounting professional for proper advice on Florida state sales tax for convention exhibitors, especially if you are not from Florida. METROCON will not provide advice on whether you should or should not collect sales tax, or whether you might be exempt.

If you have any questions about the Florida state sales tax, go to http://www.myflorida.com/dor/taxes/sales_tax.html or contact the Florida State Comptroller's Office, 1-800-848-3792



Requirements from the Tampa Convention Center:

1. Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, painted surfaces, or columns in the Tampa Convention Center.
2. No holes may be drilled, cored, or punched in the facility.
3. All freight and exhibit material must enter the facility through the convention center loading dock.
4. All fire, safety, and building regulations must be strictly followed. Particular attention should be paid to the prohibitions against propane, acetylene, and other flammable materials.
5. **Exhibitors are responsible for the removal of all materials at the conclusion of the show. The booth area must be cleaned.**
6. The Tampa Convention Center prohibits the use of normal tape on their walls and floors. No tape may be used on painted or portable walls. They have listed all approved tapes for the surfaces in the convention center. Only VINYL TAPE is allowed for table and aisle marking in the exhibit area, only PERMACEL 665 is approved for the carpeted floor areas, for concrete areas only POLYKEN 832 (clear) or TC-19100 (double faced) is approved. It is the merchant's responsibility to remove any and all tape applied to any surface and pay any damages resulting from the application or removal to the Tampa Convention Center.

Services Provided by the Tampa Convention Center

The Tampa Convention Center provides electricity, phone, internet, and other services **FOR A SEPARATE COST, WHICH IS THE RESPONSIBILITY OF THE MERCHANT.** If you have a need for electricity, phone or internet service at your booth, please visit the link below and follow the instructions. Be sure to let them know that you are an exhibitor for METROCON 2023 and include the appropriate number for the booth(s) that you have reserved. Ordering ahead of time will save you money!

<http://www.tampaconventioncenter.com/exhibitors/>



Suggestions for first-time merchants

Do's

- Try to carry things that people can't find at home, or easily online
- Carry a range of items, some inexpensive and some more expensive items.
- Bring a handcart to run your goods in from your vehicle. **METROCON and the Tampa Convention Center cannot provide handcarts.**
- Bring a calculator or cash register and change. One and five dollar bills go fast, and METROCON does not supply change.
- Hand out flyers or mail-order catalogs and/or get an advertisement in the program book. It helps people find your store or Web site after the convention. Information on advertising in the convention guidebook or on our Social Media platforms is available at this URL:

<http://metroconventions.com/advertising/>

- Bring a drop cloth to cover your merchandise at night.
- Hand out receipts with your business name for what you sell. It helps security with potential shoplifters.
- Make cash deposits/drops on a regular basis at a bank or hotel SDB
- Have at least two people working your booth(s). You'll need to get away from the table at some point, guaranteed.

Don'ts

- Don't raise your prices because it's a convention. You'll probably be competing against other merchants for prices.
- Don't avoid the focus of the convention – anime and video games – in your merchandise offering.
- Don't sell merchandise from your hotel room. It violates Florida state law and the hotels' policies to sell merchandise from your hotel room.
- Don't sell prohibited merchandise "under the table" or "take orders" for the same that are filled at a later date.
- Don't hassle the staff unnecessarily - we have thrown merchants out in the middle of a Saturday, and made them come back the next day during tear down to get their stuff – it's never a positive experience for the merchant, the patrons, or the staff – we're all trying to make some fan's day, and we should always put them first.



METROCON Service to Merchants

If there's anything else we can help you with, before or during the convention, please let us know. We can't guarantee we can do it, but we certainly will try if possible.

Please contact us at merchants@metroconventions.com or write us at:

METROCON Merchant Questions
c/o Team Dynamite Productions LLC
14908 Aire PI
Tampa FL 33624



Legality, Authorizations, and Hold Harmless

By purchasing a space for METROCON 2023, merchants agree to the entirety of the contents of this packet, and all published rules and policies of the convention online. Additionally, merchants agree to be legally bound by this contract for dispute resolution. The exemption or dismissal of a specific part of this packet does not ensure future dismissal or exemption from enforcement, and does not null any other part of the document in the process.

Merchants agree to the following statement by purchasing a booth at METROCON:

“I have read and understand the Merchant Hall policies as well as the Convention policies of METROCON, owned by Team Dynamite Productions LLC, regarding METROCON 2023, and I agree to abide by them. I have also read, understand and agree to the Florida tax certification policies and requirements. I understand that if I break any of the aforementioned policies or other METROCON rules and regulations, METROCON reserves the right to revoke my merchant status and withhold my merchant’s fees, AT ANY TIME BEFORE OR DURING THE EVENT.”

METROCON and the Tampa Convention Center are not responsible for losses due to theft, damage, fire, or other causes. Merchants agree to hold harmless METROCON, Team Dynamite Productions LLC, and the Tampa Convention Center for any such losses. In addition, merchants agree with their purchase and review of the disclaimer that they have read and understand the following statement:

“Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Tampa Convention Center or Team Dynamite Productions LLC, its owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify, and hold harmless the Tampa Convention Center and METROCON as well as Team Dynamite Productions LLC, their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor’s use of the property.”

Exhibitor’s liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees and business invitees which arise from the Exhibitor’s occupancy and use of the exhibition premises, the center, or any part thereof.

Merchants also agree to uphold an honest and truthful opinion of the convention on all social media platforms, personal contacts, interactions with other merchants, and other unmentioned venues.

The agreement to disclaimer provided during the online check-out process is also binding to the rules in this document, and all merchants were provided with this document prior to purchase of their space, and made aware they were agreeing to these terms with the purchase of their booth or table.