

DEALER AGREEMENT

2018

Alabama Record Collectors Association (ARCA)

The **Alabama Record Collectors Association** (hereafter referred to as **ARCA**) is hosting its 37th annual **Record and CD Show**. We welcome dealers who wish to participate in this year's show. In order to produce a high-quality show and to lay out what is expected both of **ARCA** and the dealers, this **'Dealer Agreement'** must be completed and signed. It may also be referred to as a 'Contract.' It is also vital that **ARCA** has each dealer's contact information, so please print legibly when completing the form.

On the reverse side of this page is our policy concerning the show which covers everything you need to know about us, the show itself and what you can expect from us and what we ask and/or require of our dealers. We strongly urge that you read through this because it must be signed and returned by you the dealer before your table reservation can be confirmed.

*** This completed agreement and payment must be mailed to ARCA, P.O. Box 361443, Birmingham, AL 35236 ***

All pertinent information concerning show dates, hours and location are included in the **Dealer Letter**.

Dealer Name (first, last) _____

Business Name (if any, if you wish us to use it) _____

Mailing Address: _____ **City** _____ **State** _____ **Zip** _____

Phone Number (with area code) _____ **Email Address** _____

Name of Helper (if any) (first, last) _____

Number of tables requested _____ ***Any special requests concerning tables must be arranged with the Dealer Coordinator**

Cost of tables is \$65 each. **Amount of payment enclosed** \$ _____ **Method** - Check [] Money Order [] Paypal []

Payment may be made through Paypal. Dealer is responsible for any fees charged by Paypal.

ARCA does not give out or sell any of your information

All reservations **MUST** be made initially with the **ARCA Dealer Coordinator** via phone or email. His contact info is included in the **Dealer Letter**. He may approve you immediately or add you to a mailing list depending on the status of reservations. Simply mailing in checks without his knowledge and without this agreement will not be accepted. Once approved, the dealer must complete this **'Dealer Agreement'** with all information requested and sign it on the back, then mail it to **ARCA** with correct form of payment OR payment can be made through Paypal. Any fees charged by Paypal are the responsibility of the dealer.

Payment must be received by the due date or a late fee of \$10 per table will be assessed. In addition, after the due date, any reserved tables not paid for may be sold. In that case, the reservation will be cancelled and any payment received late will be returned. Further info on payments will be addressed on Page 2.

All tables are 8' x 30". Vendors may utilize the space underneath the table as well. Vendors must provide their own table coverings, if desired. The space behind the table (dealer area) is sometimes limited. Some vendors like to have back drops or even small tables (for their purposes) in that area. You may do so as long as space provides without intruding onto other vendors.

Each dealer is allowed to have no more than one helper. If you have more helpers than that, they will have to pay the regular admission to get in. However, more helpers may be utilized for the purposes of unloading, but if they remain for the show, they will be required to pay admission. A vendor with multiple tables may request an additional helper, but only for a maximum of two. All helpers must remain with the dealer during the show. Dealers are not allowed to utilize a customer, waiting to get in, for the sole purpose of that person getting in the show for free. The first three hours of the show are the Early Bird special and admission is at a premium. If a dealer is bringing a Helper, we request the name in advance on the form above to ease in identification

Terms and Conditions

About Us – The **Alabama Record Collectors Association (ARCA)** is a Non-Profit Organization and your table payment is tax deductible when filing your 2018 taxes. Your Confirmation Letter will act as your receipt.

Liability Issues - Neither **ARCA** nor **ARCA** members will be held liable due to personal injury, merchandise/property damage, or loss due to activities of participating vendors, attendees or other persons arising at the **ARCA Record and CD Show**.

Neither **ARCA** nor **ARCA** members will be held liable due to personal injury, merchandise/property damage or loss due to any event that is related to the **Bessemer Civic Center** structure, grounds or employees arising at the **ARCA Record and CD Show**.

Neither **ARCA** nor **ARCA** members will be held liable due to personal injury, merchandise/property damage or loss due to any 'Act of God.'

ARCA is NOT responsible for any theft of merchandise at any time during the show weekend. Individual dealers are responsible for the security of their own merchandise during the show.

If a dealer catches a shoplifter, an officer of **ARCA** will notify the local police to come and make a report with the vendor. Any arrest of the offender will be between the vendor and the police. **ARCA** will not be involved with the detention of any individual.

If a vendor recovers his property and wishes no law enforcement involvement, an officer of **ARCA** may, after investigation, eject the customer from the premises without refund. If the customer refuses, **ARCA** will notify the local law enforcement of the trespass.

The **Bessemer Civic Center** is solely responsible for security of its facility after show hours.

ARCA expressly prohibits the sale of bootleg materials. Any repercussions or civil liability for the sale of such items rests with the vendor.

Vendors are responsible for following all local, state and federal laws as pertaining to anything associated with the Record Show

Dealer Payment Issues – If a dealer cancels a confirmed table reservation before the show, refunds, prior to the show, may be made at the discretion of the **ARCA** Board of Directors. Only extreme circumstances will be considered for a refund. Likewise, a 'No Show' will only be considered under these same conditions. Usually, refunds for valid reasons will be in the amount of ½ the table rental fee. In the unlikely event that the Record Show is cancelled, a 100% refund will be provided to all vendors as soon as the decision is made to cancel. A dealer who does not pay for reserved tables must pay for those tables before being added to next year's show. If those tables had been resold, then the dealer must pay a rate of ½ the normal price before being added to next year's show.

Taxes - Vendors are responsible for any sales taxes to be paid. **ARCA** will arrange with the taxing authorities for the collection of sales tax. Each individual vendor is responsible for tracking his own sales and calculating the amount of sales tax to be paid, based of percentages provided to them by **ARCA**. All taxes must be paid by the end of the show. An officer of **ARCA** will distribute, then collect the tax envelopes and will be responsible for delivery to the taxing authority. The taxing authority may request contact information for all dealers which will be provided by **ARCA**, if so requested. This will NOT include your email address.

Dealer Activities - There is no smoking allowed inside the building, but smoking is allowed outside. However, please stand at a distance from any doorway to the inside when smoking.

No drinking is allowed on the premises. Any vendor suspected of drinking or of being intoxicated will be asked to leave the premises without refund. If a vendor is intoxicated, he is instructed not to drive and must arrange for transportation to leave the facility.

Venue, Tables and Logistics - Vendors are responsible for transportation of their merchandise from. **ARCA** volunteers will not be available to help with moving merchandise. **ARCA** does not provide hand trucks or carts, but some may be available that belong to the Civic Center.

ARCA will provide tables and chairs.

Tables are assigned in advance of the show. The layout may possibly change from year to year, but dealers may make certain requests when reserving tables. Preference and assignments will be given to regular, returning dealers who reserve in a timely manner. Tables along the wall may be requested, but usually fill up quickly. Other table requests will be honored on a first-come, first-serve basis as space permits.

There is no charge for electricity; however, electrical outlets are few, so each vendor wanting power will provide his own electrical cords and outlet adapters. In addition, cords may need to be secured to the floor in walking traffic areas. The vendor is responsible for that as well.

Feel free to allow customers to sample music at your table, but please be courteous to your fellow vendors and do not play loud music continually throughout the day. Please keep the volume at a reasonable level.

Promotional - **ARCA** will provide limited advertising, but encourage individual vendors to also help promote the show, if possible. However, **ARCA** does not guarantee or make any representation to/by/of individual dealers as to the number of attendees to the show or the amount of sales any vendor will have. Vendors are responsible for their own sales and the type, quality and quantity of any and all items they bring to sell, as well as customer satisfaction for items bought from them.

**** All dealers are required to have their tables open during all hours of the show and are to remain until the show closes each day. Failure to do so will cause the dealer to be moved to the waiting list for the next year's show***

***** I have read and agree with the Terms and Conditions above concerning the 2018 ARCA Record and CD Show. *****

Signed _____ **Date** _____