

Black Hills Con 2026 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 2026 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 12, 2026
 - Convention Hall: 12pm-12am
 - Vending Hall: 11am (VIP) - 8pm
 - Saturday, June 13, 2026
 - Convention Hall: 10am - 12am
 - Vending Hall: 9am (VIP) - 8pm
 - Sunday, June 14, 2026
 - 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 \$50 for the event
 - Additional equipment can be purchased for \$15 per table and \$5 per chair
 - Please note in your application if you do not require tables or chairs for a credit on your invoice (\$10 per table, \$3 per chair).
 - 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 11th 11am - 8pm and Friday, June 12th 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 14th.
 - 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.
 - Any property, materials, or equipment belonging to a Vendor that is not removed from the venue premises and remains unclaimed forty-eight (48) hours following the official close of Black Hills Con will be deemed abandoned property by the Vendor. Black Hills Con shall have the right to dispose of any such abandoned property at the Vendor’s expense, and the Vendor waives any claim to said property or compensation for its disposal.
- 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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Terms and Conditions:

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. The sale, display, or distribution of works generated primarily by artificial intelligence is strictly prohibited at all Black Hills Con events.
 - i. Prohibited AI content includes images or videos where the primary composition, line work, coloring, or editing that was generated by generative AI technologies. AI-generated images with subsequent hand editing or "touch-ups" are also strictly prohibited.
 - ii. The burden of proof lies solely with the Vendor. Acceptable documentation includes source files containing distinct, editable layers (e.g., sketch, line art) at native resolution. Failure to produce satisfactory evidence results in immediate expulsion and forfeiture of all fees.
 - 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.
 - b. Black Hills Con acts solely as a provider of exhibit space for the event. All transactions for merchandise, goods, or services bought or sold at Black Hills Con are conducted strictly between the Vendor and the attendee/buyer. Black Hills Con is not a party to, nor responsible in any way for, any transactions, sales agreements, disputes, or liabilities arising from the purchase or sale of any goods or services made between the Vendor and any third party (attendees or buyers). The Vendor agrees to assume all responsibility and liability for any issues arising from their sales transactions.

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- c. Black Hills Con in no way endorses the products, merchandise, exhibits, views, beliefs, or actions of any Vendor participating. All Vendors are deemed to be independent business entities and do not reflect the views, beliefs, intentions, or direction of Black Hills Con, nor do they represent Black Hills Con in any way.
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. Every space must have a primary on-site Vendor contact with legal authority to make immediate decisions. This contact must be present in the space or immediately reachable by cell phone during all Event hours.
 - b. The primary contact accepts full liability for the actions of any personnel wearing a badge allocated to their space.
 - c. Vendors are responsible for proper insurance and protection of entries. Black Hills Con highly recommends purchasing vendor insurance.
 - d. 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.
 - e. Vendor booths must remain intact and staffed by Vendor Personnel throughout all official Vendors Hall hours, up to the official closing time. Black Hills Con and the event venue are not responsible for any issues, losses, theft, damage, or claims arising from or in connection with a Vendor's assigned space being left unattended, unstaffed, unmanned, or understaffed at any time during the event, including move-in, move-out, and official show hours. Vendor acknowledges that the provision of perimeter security by Black Hills Con is not a substitute for continuous Vendor vigilance and staffing.
 - f. 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 or arising out of any act, negligence, or neglect of the vendor, any of its employees, members, guests, agents or invitees.
 - g. 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.
 - h. Vendor agrees to indemnify and hold harmless Black Hills Con and the venue against any claims, penalties, or lawsuits arising from the Vendor's failure to comply with ADA accessibility requirements within their assigned footprint.
 - i. The vendor is responsible to set up and maintain the display so as no threat or nuisance is made to the public.

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- j. Tent frames are allowed, however tent walls and canopy are not permitted for any reason due to applicable fire codes.
5. Vendor conduct
- a. Vendors and anybody working in your booth (Vendor Personnel) 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. There is a zero tolerance for abuse of personnel which includes, but is not limited to verbal abuse, physical intimidation, aggressive posturing, or use of profanity directed toward any BHC staff, Monument Staff, or Guests is strictly prohibited and is grounds for immediate expulsion without refund.
 - c. Vendors and Vendor Personnel shall not engage in confrontation with an individual staff member or volunteer. The Vendor must request one of the Vending Coordinators. Retaliation against staff is prohibited.
 - d. Vendors and Vendor Personnel are strictly prohibited from soliciting customers, conducting sales activities, distributing promotional materials, or carrying out product demonstrations in any part of the venue or convention center outside of the boundaries of their immediate, assigned booth or table space. All transactions, sales, and solicitation must occur within the confines of the purchased exhibit space to maintain clear aisle flow and prevent obstruction.
 - e. Vendors must respect the attendee's right to browse without harassment. "Catcalling", stepping into the aisle to intercept traffic, or aggressively initiating debate with passing attendees is prohibited. If an attendee attempts to disengage or walk away, the Vendor must immediately cease interaction. Persisting in an interaction after an attendee has signaled disinterest, regardless of the topic, constitutes harassment and is grounds for removal.
 - f. 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.
 - g. All Vendors and Vendor Personnel 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.
 - h. 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.
7. Breach of Contract
- a. Black Hills Con reserves the absolute right to immediately terminate this agreement and a Vendor's participation in the event, effective immediately upon written or

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verbal notice, if the Vendor or any Vendor Personnel violates any term, condition, rule, or policy contained within this agreement, the code of conduct, or any applicable venue regulation. Upon such termination, the Vendor and all its personnel must immediately vacate the assigned exhibit space and remove all property from the premises, without delay or contest, and shall forfeit all fees paid to Black Hills Con.

- b. If the Vendor is removed from Black Hills Con or their booth is closed down due to a violation of any policy within this agreement, including but not limited to the AI art ban, weapons policy, or harassment policy, the Vendor forfeits all fees paid to Black Hills Con.
- c. Expulsion for cause is final. The Vendor shall have no claim for a refund, nor for any damages, losses, or expenses resulting from the expulsion.
- d. If any clause, provision, or section of this agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the legality or validity of the remaining provisions, which shall remain in full force and effect.
 - i. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the unenforceable provision shall be deemed modified to the limited extent necessary to permit its enforcement in a manner that most closely represents the original intent of the parties.
- e. This agreement shall be governed by the and construed in accordance with the laws of the State of South Dakota. Any legal action, suit, or proceeding arising out of or relating to this agreement must be instituted exclusively in the federal or state courts located in Pennington County, South Dakota.

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.