2027 Contract for Indie Videogame Developer

The Video Game Staff for 2027 are Jake, Kerri, Lix, and Blake.

Please read this contract in its entirety for the terms and conditions of exhibiting as an Indie dev at OMG!con. Once you have read this contract, please complete the application form here:
https://forms.gle/qQ8AtWYe5tTMD3jK7

If you are accepted as an indie dev, you will be required to sign this contract as an acceptance of all terms and conditions for OMG!con 2027.

Definitions:
OMGcon 2027 (hereinafter called the "Event") is the event scheduled to take place from June 11 through June 13, 2027 at the Owensboro Convention Center in Owensboro, Kentucky
Tri State Anime Promotion Society Inc., (hereinafter referred to as "Us" or "We" or "Our") is the Promoter of the Event.

Your company, your employees, your staff members, and any person receiving admission to the Event in an official capacity on behalf of your company (hereinafter referred to as the "You" or "Your"), will be exhibiting at the Event primarily to promote Your game or games based on the terms set forth below and as may be amended based on the circumstances of the Event.

You are required to abide by all Event rules and guidelines, as well as the rules and guidelines of the Owensboro Convention Center.

Failure to abide by the Event rules, the Convention Center guidelines, and/or the terms of this Contract may, at Our discretion, result in any of the following:

- Revocation of selling privileges
- Revocation of badges and removal from the Event without a refund

- A temporary or permanent ban from future events We are involved in
- Depending on the severity, contacting law enforcement if appropriate

1.) EXHIBIT SPACE.
You will pay Us a fee of $50.00 (Fifty Dollars) in exchange for exhibition space at the Event. This amount is to be paid within 2 weeks from receipt of this contract after Your application is approved, or the day before the Event, whichever comes first.

NOTE: If you had an indie dev table at OMG!con 2026, this fee will be waived for 2027 because we like the cut of your jib.

You will be provided one 8 ft. X 2½ ft. table, 2 chairs, and, if needed, an HD Television with HDMI Input (typically between 24" to 32" screen size). Electricity will be provided. You will also receive 2 complimentary badges to allow you access to the Event. You may purchase up to 2 additional badges at $30.00 each (for a maximum of four badges total).

If You need a specific kind of display (Such as a CRT for light gun games, for example), or TV with other input options (such as composite video) please reach out to Us ahead of time to make sure We can accommodate, otherwise You will be responsible for providing anything beyond the standard TV with HDMI input.

Free Wifi is provided by the Owensboro Convention Center. However the entire convention center has shared use of the Wifi, so we cannot guarantee its speed or reliability. A private internet connection may be available to purchase for the duration of the Event - please let us know as soon as is practical if you are interested and we will provide more information.

2.) NO GENERATIVE AI / NO ADULT (18+) MATERIAL
You may not exhibit any games that were created with the assistance of Generative AI. This includes, but is not limited to:
- Using AI to create in-game graphics, sound, or other assets
- Using AI for brainstorming, concept images, or placeholder assets, even if the final designs are refined by or created by humans
- Using AI for writing code, even if a human reviewed it.

This does not necessarily include using tools that have had Generative AI used as part of their development, since many large tech companies have integrated AI into their development process (Windows, Photoshop, etc.).

No adult (18+) material will be exhibited at Your table. If You wish to have adult material, please reach out for a revised contract as there are additional terms that would need to be agreed to.

3.) SELLING / VENDING

If You are planning on selling any physical goods during the convention, You must mark the appropriate space at the end of this contract. If You will be selling, We will need to collect additional information from You for Kentucky sales tax purposes.

You will be allowed to sell official licensed copies of games developed or published by You, and other official merchandise related to those games (including but not necessarily limited to posters, art books, soundtracks, t-shirts, stickers, etc.). If You want to sell items unrelated to Your game(s) or Your Company, then we encourage you to apply as an exhibitor instead of as an indie dev.

We have a strict no-bootleg policy. You agree that any items sold at your table are fully authorized by any artists, musicians, or other copyright holders related to those items.

NOTE: Providing a QR Code or a link to a website where someone can buy items online outside of the convention does not count as "selling physical goods" for the purposes of this contract.

4.) PROMOTION

You give Us the right to use Your name and image for promotional purposes related to the Event.

5.) INSTALLATION AND REMOVAL TIME

You may begin installation on Thursday, June 10th at 3 PM. All merchandise and fixtures must be removed by 8PM on the last day of the Event. Materials not removed by this time may be removed by Us and placed into storage and/or shipped at Your expense.

6.) VIDEO GAME ROOM HOURS AND EXHIBITING TIME

We reserve the right to change exhibit hours of the Event as we may deem desirable. Hours are expected to be similar to last year, but have not yet been finalized.

For reference, the Video Game Room hours from OMG!Con 2026 were as follows:

Friday: 9AM - Midnight
Saturday: 9AM - 2AM
Sunday: 9AM - 5PM

You will be provided with access to the Video Game Room each day at least one half hour prior to it opening to the general attendees, so that You may complete setup and turn-on of Your exhibit. Outside of emergencies, you will be required to exhibit at Your table for a minimum of 6 hours each on Friday and Saturday, and 4 hours on Sunday, though You may choose to remain open as long as the Video Game Room is open.

We will make available to You a storage space in the Video Game Room behind the staff tables after You close Your exhibit for the day. General convention attendees are not allowed behind the staff tables. However, Our staff and volunteers have multiple duties and responsibilities to manage during the convention, and are not able to monitor all attendees at all times. Therefore, we cannot offer a guarantee of the security of this location for storage.

We will provide unarmed security guard service for the exhibition space during the hours the Event premises are closed. However, You are solely responsible for Your exhibit material. All Your property is understood to remain in Your care, custody and control in transit to or from or within the confines of the Event premises.

7.) TAXES AND LICENSES

You are responsible for obtaining any and all licenses, permits, or approvals required under law applicable to Your activity at the Event. You shall be responsible for obtaining any necessary tax identification and paying all taxes, license fees, fines or any charges that may be owed to any governmental entity with respect to Your participation in the Event. All exhibitors who are selling will receive the proper forms from the Kentucky State Sales office prior to the Event and will be responsible for returning them accordingly.

8.) INSURANCE

You acknowledge that neither We nor the Convention Center maintains insurance covering Your property. If you wish to have insurance coverage during the Event, You are solely responsible to obtain such insurance.

9.) HOLD HARMLESS

You agree to assume all risk, and to indemnify and hold harmless Tri-State Anime Promotion Society Inc, and the Owensboro Convention Center., their respective officials, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (hereafter "the Indemnified Parties") from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with the Our use of the leased premises or arising out of any act or omission by Us or any of the Our employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the Indemnified Parties.

Additionally, You shall not hold Us liable for expenses incurred by You if the Event is canceled, delayed, relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind.

10.) RESPONSIBILITY

You assume responsibility and agree to defend the Indemnified Parties from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of or in connection with Your or Our use of the leased premises. Neither We nor the Indemnified Parties will be responsible for any injury, loss or damage that may occur to You, Your employees or property from any cause whatsoever.

11.) LIABILITY

Anyone visiting, viewing, or otherwise participating in Your exhibit is deemed to be the invitee or licensee of You, rather than the invitee or licensee of the Us. We shall not be liable for any injury whatsoever to the persons conducting or otherwise participating in the conduct of Your exhibit or to Your invitees, licensees or guests. You assume full responsibility for the actions of your agents, employees, or independent contractors, whether acting within or without the scope of their authority and agree to hold harmless the Indemnified Parties from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors.

12.) WARRANTY

There is no other agreement or warranty between Us and You except as set forth in this document. Our rights under this contract shall be deemed waived except as specifically stated in writing and signed by an authorized officer of Tri-State Anime Promotion Society, Inc.

Please place an X in the appropriate space:

[ ] I WILL be selling during the Event as described under Item 2 above.
[ ] I will NOT be selling anything during the Event.

Signature:

_____ _____

Date

Printed Name: _____

Company/Studio Name: _____