



**ARTIST ALLEY PACKAGE**

## ABOUT ANIMETHON 21'S ARTIST ALLEY

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Animethon 21's Artist Alley is a popular marketplace where artists can showcase their talents and sell their works of art.

There have been many changes to our Artist Alley in recent years but none more noticeable than this year. Animethon 21 is happy to announce that we are moving the Artist Alley to the main floor of the Robbins Health Learning Centre (109 Street building) situated between the MacEwan Residence and Main Events.

The main floor of this building has significantly more space as well as more natural lighting and visibility. This has allowed us to increase the size of the Artist Alley tables as well as a layout with better corridors and lines of sight. For those of you concerned about the location being further away from the event, don't be. In addition to Artist Alley, the Registration and many live programming will also be moving to this building.

With all that said, we have made significant changes to the contract, so please be patient with us as we adjust to the changes. If you have any questions please send us an email.

Artist Alley questions are best sent to the Artist Alley Coordinator at [artistalley@animethon.org](mailto:artistalley@animethon.org).

For general questions please send them to our Information Desk at [info@animethon.org](mailto:info@animethon.org).

We hope to see you there!

## I. Artist Alley Contract (Version: 2014-05-04)

This contract for space at Animethon 21 ("EVENT") is made between the Alberta Society for Asian Popular Arts ("ASAPA") and the person renting the space ("ARTIST"). This contract, its appendices, and other information listed in this document are collectively referred to as the "DOCUMENT". By submitting an application to the EVENT the ARTIST agrees to the terms and conditions set forth in the DOCUMENT.

### 1 Definitions

- 1.1 Animethon 21 and its staff will be referred to as the EVENT.
- 1.2 The person renting the space will be referred to as the ARTIST.
- 1.3 Any assistants, helpers, volunteers, or staff of the ARTIST shall be referred to as an ASSISTANT.
- 1.4 An ARTIST PASS grants special access to the Artist Alley, but does not grant any access to the EVENT or its activities aside from the Artist Alley.
- 1.5 The VENUE is the building(s) and/or campus at which the EVENT is held.
- 1.6 A TABLE is the table or tables allocated to an ARTIST within Artist Alley.
- 1.7 PRODUCT refers to the items for sale that belong to the ARTIST. Items for sale that belong to an ASSISTANT shall be included in this definition.

### 2 General Terms

- 2.1 This DOCUMENT shall be in force from the date signed until after the EVENT.
- 2.2 This DOCUMENT shall be governed by and construed in accordance with the laws of the province of Alberta.
- 2.3 No party shall assign, sell or otherwise transfer any of their rights or obligations under this DOCUMENT without the prior written approval of the other party.
- 2.4 This DOCUMENT may only be amended in writing that is acknowledged and agreed upon by both parties except as otherwise stated herein.
- 2.5 All activities and sales related to the Artist Alley must take place within the Artist Alley. Artist Alley related sales are forbidden outside of the Artist Alley.
- 2.6 In this DOCUMENT, specially defined words and terms (with all letters capitalized) in the singular include the plural, and similar words in plural include the singular.
- 2.7 The ARTIST agrees to follow and be bound by the EVENT policies as listed on the official EVENT website.

### 3 Location

- 3.1 The Artist Alley will be held in the designated location of the VENUE stated in this DOCUMENT.

### 4 Eligibility

- 4.1 ARTIST must meet all conditions of eligibility as stated in this DOCUMENT that pertain to them.
- 4.2 ASSISTANT must meet all conditions of eligibility as stated in this DOCUMENT that pertain to them.

5 Use of Space

- 5.1 ARTIST is not permitted to utilize any nearby electrical, network, or similar outlets inside the Artist Alley.
- 5.2 ASSISTANT is not permitted to utilize any nearby electrical, network, or similar outlets inside the Artist Alley.
- 5.3 A maximum of two people are allowed behind each table, with a maximum of two chairs per table.
- 5.4 Only those with an ARTIST PASS are permitted behind the TABLE provided to an ARTIST.
- 5.5 Displays must be free-standing or secured in a non-damaging way to the TABLE.
- 5.6 Displays cannot be resting against a part of or secured to the VENUE such as, but not limited to, pillars, overhead pipes, and walls.
- 5.7 The ARTIST is permitted to use the TABLE provided to them as well as the area directly below and above said TABLE up to a maximum height of 8 feet above the floor. Storage or use of the space in front or behind the TABLE is forbidden.

6 Restricted Content

- 6.1 Content that is deemed offensive or inappropriate cannot be publically visible.
- 6.2 The EVENT will determine what is considered offensive or inappropriate.
- 6.3 ARTIST must be 18 years of age or older in order to sell restricted content.
- 6.4 Any offensive or inappropriate content for sale may be displayed and/or sold only to those that have previously shown they are 18 years of age or older with government issued photo identification.

7 Merchandise Requirements & Restrictions

- 7.1 The distribution and/or sale of food or drink is strictly forbidden.
- 7.2 PRODUCT sold at the Artist Alley must be, and/or contain, the intellectual property of the ARTIST.
- 7.3 All fan made comics (such as Doujinshi) must clearly indicate the target age, subject matter, and copyright information.
- 7.4 ARTIST is forbidden from selling replication of original works that do not have, and/or contain, the intellectual property of the ARTIST.
- 7.5 The EVENT reserves the right to restrict, at our discretion, the sale of any product in Artist Alley without justification.

8 Refund and Cancellations

- 8.1 Any refunds and/or cancellations are subject to the requirements as described in this DOCUMENT.

9 Payment

- 9.1 ARTIST agrees to provide payment to the EVENT as described in this DOCUMENT.
- 9.2 Any payment the EVENT receives in a manner not described in this DOCUMENT will be treated as a non-charitable donation to the EVENT. Said funds will not be returned.

10 Advertising

- 10.1 ARTIST takes responsibility for their own advertising.

11 Fire Code and Safety

- 11.1 Tables and chairs cannot be added or removed by the ARTIST.
- 11.2 Should the ARTIST wish to adjust their display, and they cannot reach it, they must take down the display to make the adjustment. ARTIST cannot stand on tables, chairs, etc. to do so.
- 11.3 At no point can the ARTIST, or their property, block or impede access to any fire equipment, entrances, exits, or aisles.
- 11.4 The ASAPA Safety and Compliance Officer, or their delegates, have sole discretion of safety related matters and reserve the right to request immediate removal of items or remedy any safety related violations. ARTIST will receive notice of violations in writing. Failure to comply with these requests will result in the immediate termination of the DOCUMENT and expulsion from the EVENT.

12 Promotional Rights

- 12.1 ARTIST grants the EVENT the right to list their business name and/or alias in EVENT printed and electronic media. Should the ARTIST not provide a business or alias name the ARTIST grants the EVENT the right to use their real name.
- 12.2 The EVENT grants the ARTIST the right to list the EVENT in their printed and electronic media.
- 12.3 ARTIST is not permitted to use the EVENT mascots, logos, or other intellectual properties unless separate written permission is given to the ARTIST by ASAPA.
- 12.4 The EVENT reserves the right to use any photo or video featuring the ARTIST and their PRODUCT taken during the EVENT for promotional purposes.

13 Security

- 13.1 ARTIST is responsible for securing their own works and materials.
- 13.2 The ARTIST acknowledges that the EVENT and ASAPA are not responsible for any loss or damages to the PRODUCT and materials that may occur on the VENUE grounds.
- 13.3 Any storage area of PRODUCT is subject to the requirements as described in this DOCUMENT.
- 13.4 The EVENT makes no guarantee for the presence of an overnight Security Guard in the Artist Alley. Anything left in Artist Alley is the responsibility of the ARTIST.

14 Damages to Venue

- 14.1 ARTIST agrees to be liable for any damage to the VENUE caused by their actions.

15 Indemnification

- 15.1 ARTIST indemnify and agree to hold the EVENT, ASAPA, and any members, officers, volunteers, and/or employees thereof blameless for any and all damages caused to the ARTIST or his/her property, agents, representatives, employees, or consultants.
- 15.2 ARTIST indemnify and agree to hold the EVENT, ASAPA, and any members, officers, volunteers, and/or employees thereof blameless in case of theft of ARTIST property including, but not limited to, physical and intellectual theft.

**16 Force Majeure**

16.1 A party shall not be liable for any failure of or delay in the performance of this DOCUMENT for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

**17 Severability**

17.1 Should any provision of this DOCUMENT be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree by a court of competent jurisdiction, such invalidation of such part or portion of this document shall not invalidate the remaining portions, and they shall remain in full force and effect.

**18 Violation of Contract**

- 18.1 Violations may result in a warning or expulsion from the EVENT.
- 18.2 The EVENT will determine what violations warrant a warning or expulsion.
- 18.3 Upon ARTIST expulsion from the EVENT, the DOCUMENT is terminated. No refunds issued.

## II. Appendix A: General Information

### Questions / Clarifications / Concerns

- Contact the Artist Alley Coordinator at [artistalley@animethon.org](mailto:artistalley@animethon.org).

### Refunds & Cancellations

- No refunds.
- Cancellations must be informed to the Artist Alley Coordinator at the earliest opportunity. No shows may affect your eligibility to apply to Artist Alley in the future.

### Venue & Location

- The designated area on the main floor of the 109 ST building (Robbins Health Learning Centre) of MacEwan University - City Centre Campus.

### Tables

- Table dimensions are 5 feet by 30 inches.
- Price is \$75 per table. Payment must be received within the time stated in the confirmation email.
- Each person may request up to two tables. Subject to availability. If unavailable, request will be considered as if it was for one table instead.

### Pass Upgrade

- Price is \$25 for an upgrade to an Event Pass.
- Limit of one upgrade per application.
- Must request the upgrade on your application. No rain checks.

### Application Submissions

- We will accept applications starting at **8:00PM Mountain Time on May 11, 2014**. Any received prior to this date will be ignored.
- Applications must be submitted using the electronic form on the official website.
- Applications will be evaluated in the order they are received.
- Applications must be fully and accurately completed.
- An email from the Artist Alley Coordinator will be sent to the ARTIST within one week of application, confirming if you have been accepted or waitlisted. The automatic reply sent after filling out the online form is NOT the invoice e-mail or your confirmation email.
- Waitlisted ARTISTS will be notified when a table becomes available in the order received.
- Animethon reserves the right to accept or deny applications determined by the artist's suitability to the EVENT.

### Artist Requirements

- ARTIST must be in possession of a government-issued ID for check-in process.
- ARTIST must be 16 years of age or older when submitting and signing the DOCUMENT.
- ARTIST will ensure that their ASSISTANT is aware of the requirements and conditions set forth in this DOCUMENT and accept full responsibility for the action, or lack of action, that the ASSISTANT may perform.
- ARTIST will not permit those not registered as their ASSISTANT to act on their behalf.

### Assistant Requirements

- ASSISTANT must be 16 years of age or older at the EVENT and present government-issued ID.
- The number of ASSISTANT an ARTIST is permitted cannot exceed the limit set forth by the EVENT. The aforementioned limit is at the discretion of the EVENT.
- ASSISTANT must agree to the terms of this DOCUMENT that pertain to them at the EVENT.

### Pass Requirements

- Artist Alley is open to the public, so passes are not required.



### Payment Process

- Following the confirmation email, the ARTIST will receive an invoice by email for the amount due along with payment instructions and deadlines.
- Once invoice is received the ARTIST can then submit their payment. We will accept PayPal and Money Order. Alternative payment options will be detailed in the payment instructions.
- Once full payment has been received the ARTIST will receive a notice by email.
- Late or partial payments will be returned. An administration fee may apply.

### Table Assignments

- Assignments will be set by a group of at least three EVENT staff.
- Requests will be considered but are not guaranteed.
- Upon being allocated space in the Artist Alley the Artist Alley Coordinator will email the ARTIST a confirmation of what space they have been allocated.
- ARTIST cannot change or swap their TABLE assignment, but requests for change can be made to the Artist Alley Coordinator.
- ARTIST must setup and sell at their assigned TABLE only.

### Optional Storage Area

- The EVENT will provide access to a storage room for ARTIST to store their property during closed hours on Friday and Saturday night of the EVENT. Items stored by ARTIST in storage room must be removed by 10:00AM the following morning. Items remaining after the stated time will be removed and sent to the Artist's Space, the Venue's lost and found, or disposed of as the EVENT sees fit.

### III. Appendix B: Artist Alley Hours of Operation and Layout

Artist Alley Hours of Operations		
Friday Aug. 8, 2014	08:00 – 11:00	ARTIST only access to the Artist Alley for setup.
	11:00 – 20:00	Public access to the Artist Alley.
	20:00 – 21:00	Artist Alley shutdown time.
Saturday Aug. 9, 2014	08:00 – 09:30	ARTIST only access to the Artist Alley for setup.
	09:30 – 20:00	Public access to the Artist Alley.
	20:00 – 21:00	Artist Alley shutdown time.
Sunday Aug. 10, 2014	08:00 – 09:30	ARTIST only access to the Artist Alley for setup.
	09:30 – 16:00	Public access to the Artist Alley.
	16:00 – 17:00	Artist Alley tear down time.

*\*NOTE: Times are subject to change without notice.*

- Please note that the Artist Alley is an open public area. People may walk in during the opening hours of the building. Therefore, no strict set-up time will be imposed on the Artist Alley, however all ARTIST must have their booths open during the hours of operation listed above.
- If ARTIST does not show up prior to opening on Friday without making prior arrangements or contacting the Artist Alley Coordinator, the EVENT reserves the right to resell and reallocate the TABLE to another ARTIST.

#### ANIMETHON 2014 – ARTIST ALLEY LAYOUT 109TH STREET BUILDING – 1ST FLOOR (HEART CAFETERIA)

