



**VENDOR PACKAGE**



## About Animethon 22

Coming this summer from August 7<sup>th</sup> to 9<sup>th</sup>, the largest Japanese animation festival in western Canada is back. Featuring a massive theatre that can fit over a thousand people, more events, and more new anime, Animethon 22 will be the biggest yet!

Animethon was created 22 years ago by the Banzai Anime Klub of Alberta (BAKA) with the aim of promoting Japanese animation. By showing a combination of well-known and obscure anime, the festival became a success and grew to what it is now. Nowadays, Animethon is presented by the Alberta Society for Asian Popular Arts (ASAPA), a non-profit organization formed with the primary goal of ensuring the continued success of the festival.

Since Animethon 2, vendors have received an overwhelming amount of interest in their products, and they continue to return each year. With the increase in vendors, our marketplace now covers a wide variety of products. From large comic and collectable stores, to internet businesses, to clothing, and modeling stores, they have all been surprised and pleased with the large attention they have received from the attendees.

If you are involved in the anime, comics, modeling, or Japanese cultural products industry, or if you're just looking for an easily accessible way to garner the attention of Animethon's youthful demographics, let your potential customers know through advertising and sponsorship of the festival. We even have sponsorship opportunities that will still be in use by our patrons long after the event is over!

This year we made a few changes. With the high demand of vendor booths, early bird pricing is no longer available. We are no longer first come first serve with our vendor selection. There are also a few changes to the set up process for the Vendor Hall and Vendor parking. The gravel lot to the west is no longer available for parking. Information will be sent out to you at a later date once we have everything confirmed.

Whether you are interested in purchasing space with us or if you have questions, our staff would be happy to hear from you.

Vendor Manager  
[vendors@animethon.org](mailto:vendors@animethon.org)

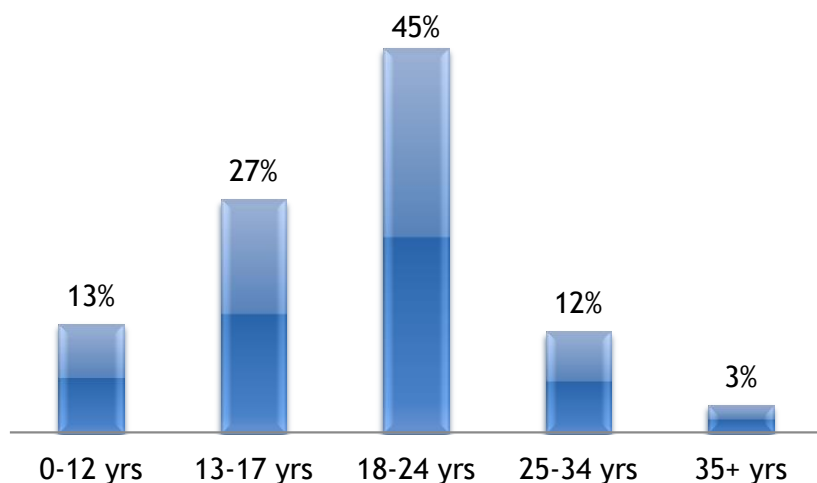
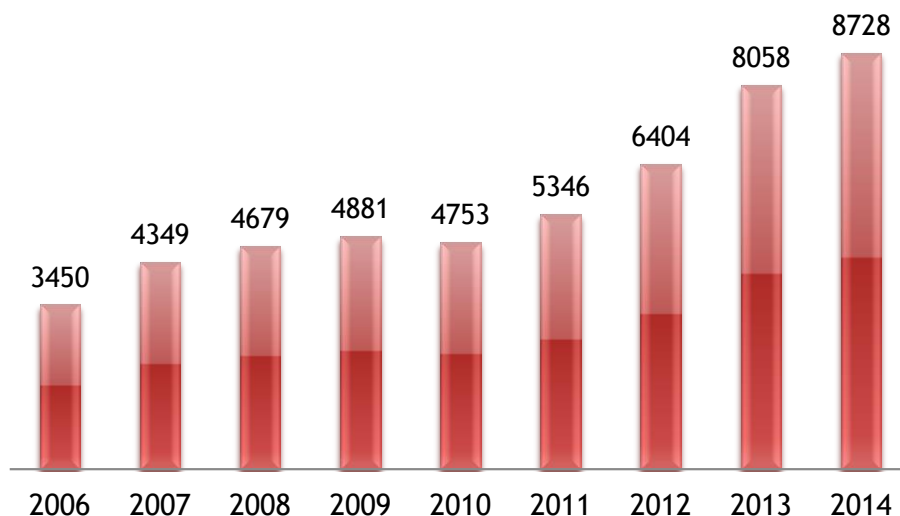
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## I. Attendance and Demographics

Statistical analysis of historical Animethon pre-registration data has resulted in a rich cross-section of the attendees of Animethon. The analysis indicates that the largest groups of attendees are the 14 to 18, and the 19 to 25 age groups:

Animethon Year	Attendance
2006	3450
2007	4349
2008	4679
2009	4881
2010	4753
2011	5346
2012	6404
2013	8058
2014	8728



Age Group	% of Attendees
0-12yrs	12.70%
13-17yrs	27.27%
18-24yrs	44.98%
25-34yrs	11.82%
35+yrs	3.23%

- Attendance from 2007-2011 is based on total unique sum of attendees, staff, volunteers, panelists, etc.

- Age group statistics are based on 2014 registration.

## II. Vendor Hall Details

The Vendor Hall is located in the underground parking area of the MacEwan 107 building, with 30,000 sq ft. We have rearranged the layout to make it more appealing and less disorienting. There are a large number of corner booths to help meet the demand from previous years, and Campus Security is provided around the clock for the entire weekend.

Rather than tables, booths have been made available allowing Vendors a choice of displays. This grants the ability to create a miniature store front, or to continue using tables to display your merchandise. The choice entirely up to you!

## III. Vendor Booth Details

Each booth space is at least 10 feet by 15 feet, and contains 7 foot high pipes with draping along the back, as well as a 3 foot high pipe with draping on the sides.

### Standard (non-corner) Booths

Each includes one (1) 8' table, two (2) chairs, and two (2) Vendor Passes.

### Corner Booths

Each includes two (1) 8' tables, (2) 6' tables, four (4) chairs, and four (4) Vendor Passes.

## IV. Booth Pricing

Booth Prices	Cost
Standard Booth Price	\$575
Corner Booth Price	\$705

Booth Add-Ons	
Additional Chair	\$5
Additional Vendor Pass	\$10
Vendor Discount Event pass	\$25
Additional Table (w/cover and skirting)	\$75
Internet Line	\$120
Power Line	\$150

### Notes:

- Above pricing includes Friday through Sunday.
- All pricing listed above includes GST.
- As we are limited in the total power load we can have, if you are ordering power, we will need to know what items will be using it (and possibly the watts/amps they require) by June 5, 2015 to ensure everything will work correctly.
- Ordering internet provides you with access to MacEwan's wireless network. If running applications that require any additional protocols or configurations, let us know by June 5, 2015 so we can check with MacEwan if your application will work.

## V. Signup Instructions

Vendor Sign up will be on-line on our website starting this year. Sign up form will be available on March 9, 2015 at 12:00pm MST (at noon). Vendor sign up will close on March 31, 2015, at 11:59pm MST.

## VI. Vendor Contract

(Version: 2015-01-31)

This contract is made between ASAPA and the Vendor as named in online Vendor Order Form ("<http://www.animethon.org/vendors.php>") attached hereto. This contract and online Vendor Order Form which form part hereof and are incorporated herein, are collectively ASAPA and the Vendor as named in the online Vendor Order Form: Vendor Order Form ("<http://www.animethon.org/vendors.php>"). This contract and the online Vendor Order Form which form part hereof and are incorporated herein, are collectively referred to herein as the "Contract". In consideration of the mutual covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

### 1. Definitions

- 1.1 "ASAPA" means the Alberta Society for Asian Popular Arts, its Staff, agents, and representatives.
- 1.2 "Animethon" means the anime and Japanese pop-culture event entitled Animethon held on August 7 to August 9, 2015 at MacEwan University, Edmonton, Alberta, Canada.
- 1.3 "Staff" means the committee comprised of volunteers and staff who are charged with the administration and organization of Animethon. The Animethon Committee, except where expressly stated, has authority to carry out the responsibilities and duties on behalf of ASAPA.
- 1.4 "Vendor Hall" means the underground parking area at Grant MacEwan University, Edmonton, Alberta, Canada.
- 1.5 "Term" means the period of time from the signing date of this contract until 17:00 of August 9, 2015.
- 1.6 "Vendor" means an individual, group, or corporation which sells goods or services at Animethon.
- 1.7 "Vendor's Representative" means any employee, agent, representative, contractor, subcontractor, performer or visitor of the Vendor.
- 1.8 "Vendor Badge" means the identification badges issued to a Vendor or their Vendor's Representative, as summarized in the pricing fees and as set out in Section 3.7.
- 1.9 "Vendor Space" or "Vendor's Space" means designated space leased to the Vendor as defined in Section 3.1
- 1.10 "Volunteer" means an individual who has donated their time and assistance to ASAPA for the planning and/or duration of Animethon.
- 1.11 "X-PASS" means the premium admission package available for attendees and/or customers of Animethon which includes, but is not limited to, early access to the Vendor Hall.

### 2. Contract Overview

- 2.1 Subject to the terms and conditions of this Agreement, ASAPA grants to Vendor non-exclusive privilege and license to use and occupy Vendor's Space, variable at the will of ASAPA, at the Vendor Hall during the Term.
- 2.2 Upon written acceptance, the Vendor agrees to the terms and conditions, notwithstanding the establishment of, adjustment to, or changes to the plan or Sponsors, Advertisers, rates, regulations, and any other areas, at the sole discretion of ASAPA, with or without notice.
- 2.3 Unless otherwise specified, any violations of the terms and conditions of this Contract by the Vendor, or by any of the Vendor's Representative, will first result in a warning by ASAPA of the violation and notification of the requirements for compliance. Any further infractions will result in either a second warning, depending on the severity, or expulsion, in the sole discretion of ASAPA, from the Vendor Hall, festival grounds, and all other facilities used by Animethon with immediate removal of the Vendor's property. Anything further from a second warning will result in expulsion as described above. All costs are the sole responsibility of the

Vendor and there will be no refunds of fees or of other applicable costs in the event of an expulsion. This applies whatever the reason for the expulsion. Any applicable costs not paid at the time of the expulsion will be billed to the Vendor within 30 days. For greater certainty, and without in any way limiting the generality of the foregoing, the Vendor shall be solely responsible for any costs incurred or actions taken by ASAPA in the enforcement of this contract, resulting from any breach of this Contract on the part of the Vendor.

- 2.4 In the case of a warning, notification of the requirements for compliance shall be communicated including a timeline for the fulfilment of the requirements. Failure to comply within this timeline shall result in any and all effects as listed under "Any further infractions..." in 2.3. The timeline shall be determined at the sole discretion of ASAPA.
- 2.5 Vendor agrees to be present and operating their Vendor Space for the hours of the public and X-Pass access to the Vendor Hall.
- 2.6 Violations of this contract may result in Vendor being assigned a low priority for table allocation at future ASAPA events.

### 3. Vendor Hall

#### 3.1 Vendor's Space

The Vendor Hall is located in the underground parking area of Grant MacEwan University, with access via stairs and elevator. Each Vendor Space is a 10 feet wide x 15 feet deep with a 6 feet high pipe and draping in the back, and 3 feet high pipe and draping on the sides as assigned by ASAPA to a Vendor.

ASAPA reserves the right to assign and determine the space for vendors. ASAPA will try to accommodate your location preference, however, if necessity dictates, ASAPA reserves the right to relocate exhibits. If the Vendor has no preference noted, the Vendor will be assigned a location at ASAPA's discretion.

Vendor Hall Hours of Operations		
<b>Thursday Aug. 6, 2015</b>	17:00 – 21:00	Vendor-only access to the Vendor Hall for setup.
<b>Friday Aug. 7, 2015</b>	07:30 – 13:30	Vendor-only access to the Vendor Hall for setup.
	13:30 – 14:00	Volunteer, Staff and X-PASS access to Vendor Hall.
	14:00 – 19:00	Public access to the Vendor Hall.
	19:00 – 20:00	Vendor shutdown time.
<b>Saturday Aug. 8, 2015</b>	08:00 – 09:00	Vendor preparation time.
	09:00 – 10:00	Volunteer, Staff and X-PASS access to Vendor Hall.
	10:00 – 18:00	Public access to the Vendor Hall.
	18:00 – 19:00	Vendor shutdown time.
<b>Sunday Aug. 9, 2015</b>	09:00 – 09:30	Vendor preparation time.
	09:30 – 10:00	Volunteer, Staff and X-PASS access to Vendor Hall.
	10:00 – 16:00	Public access to the Vendor Hall.
	16:00 – 17:00	Vendor tear down time.

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

Only the Vendor Hall Manager, Director of Site Operations, Vice-Chairman, or Chairman can open or close the Vendor Hall for any appropriate reason at any time.

### 3.2 Setup and Removal Hours

Vendor will have one hour to close down for the night each evening. After that, the Vendor Hall will be locked, and under security supervision.

Each Vendor is responsible for the initial setup and final removal of all of its displays, promotions, materials, equipment, and merchandise. Before any unloading of materials or equipment, Vendor **MUST** register with the Vendor Hall Manager or authorized staff and present all required legal documentation (licenses, Tax IDs, etc). At that time, Vendor Badges will be issued and then the Vendor may unload. Upon request, and given available manpower, ASAPA may provide limited assistance in loading and unloading the Vendor's materials, and in the arrangement of subleased equipment (tables, chairs, etc.).

Vendor agrees to follow any additional rules and regulations regarding setup and teardown as found in the additional information package sent prior to the event. ASAPA will make best efforts to ensure this information is provided to the Vendor prior to the event. ASAPA will also ensure that additional copies are available on-site. ASAPA cannot receive shipments / pallets as ASAPA does not have storage facilities. **DO NOT SHIP TO MACEWAN UNIVERSITY AS THERE ARE NO GUARANTEES THAT IT WILL BE ACCEPTED.** Any fees incurred by ASAPA for inappropriate shipping and handling will be charged to the offending party with an additional service charge of 100% of total fees incurred.

The height restriction in the parkade (which includes the vendor hall) is 6 feet 3 inches. All of the following must be no higher than this restriction. THERE WILL BE NO EXCEPTIONS!

- All vehicles entering the parkade.
- All loads placed on carts and dollies
- All palletised load on a pallet and pallet jack
- All displays, furniture and backdrops, etc

### 3.3 Vendor Registration

Reserved space will only be held once an application is processed. Vendors will be selected after March 31, 2015. This is NOT a "first application submitted March 12, first vendor selected" or "First come first served" event. Pricing fees can be found on our online vendor sign up form and cover all three days (August 7 to August 9, 2015). An application will only be processed with a deposit of 50% of the total cost of Vendor Space lease due fourteen (14) days after confirmation of space. Full payment is due Monday, June 5, 2015. If a Vendor does not make full payment by this date, their deposit and Vendor Space is forfeit.

### 3.4 Refund and Cancellations

ASAPA requires cancellation, in writing, no later than Monday, June 5, 2015 for a full refund. Failure to provide proper notification within the time allotted will result in the Vendor forfeiting all monies submitted to ASAPA.

Otherwise there will be no refunds except under extraordinary circumstances that are approved by ASAPA.

Any Vendor Space not claimed by commencement of the Animethon Term may be resold at the sole discretion of ASAPA. Vendor agrees to hold ASAPA harmless for any lost investments or revenue as a result of unclaimed or cancelled booths. Please allow four to eight weeks for ASAPA to process a refund cheque.



### **3.5 Method of Payment**

ASAPA accepts the following methods of payment: cheque, Paypal, money order, international money order, and certified cashier's cheque. All payments must be sent to:

**ASAPA**

**ATTN: Animethon Sales**

#3391 11215 Jasper Ave.  
Edmonton, Alberta  
Canada, T5K 0L5

OR

**Paypal Account:**paypal@asapa.ca

All Animethon prices are in CAD (Canadian dollars), and ASAPA will only accept Canadian funds. Cash payments can be made in person with the event treasurer by appointment. Please do not send cash through the mail as we cannot guarantee safe delivery.

All payments should be addressed to the "Alberta Society for Asian Popular Arts". NSF cheques will be subject to a \$70.00 CND handling fee.

### **3.6 Last Minute Registration**

If vendor applies after the deadline of June 5, 2015, Vendor must pay in full for all Vendor Space. No cancellation request will be accepted for any registrations after June 5, 2015, nor will any refunds be given.

### **3.7 Issued Vendor Badges**

Each Vendor shall be issued a Vendor Badge as summarized in the pricing fees. Vendor's Representatives must wear their Vendor Badges during the duration of the event to be considered a Vendor. Only Vendors, Security, Staff or Volunteers authorized by the Director of Site Operations or Vendor Hall Manager are allowed in Vendor Hall during setup, closing(s), and tear down periods. Only individuals with a Vendor's Badge will be allowed to act in any function as an employee for the Vendor.

Vendor Badges may not be sold, loaned, or otherwise transferred to any individual who is not a Vendor's Representative for your Vendor. Vendor Badges may be shared among Vendor's Representatives, but no more than one (1) individual may claim the Badge at the same time. In cases of Badge-sharing, both employees are to be registered to the same Badge.

Vendor Badge is only guaranteed to provide access to the Vendor Hall.

Simultaneous Badge-sharing by Vendor's Representatives is prohibited and may result in the confiscation of shared Badges.

### **3.8 Security and Crowd Control**

ASAPA will provide a licensed Security Guard service for the Term of Animethon. However, the Vendor is fully responsible for all Vendor material, merchandise, promotions, and other property. ASAPA and Staff accept no liabilities for damages, loss, theft, harm or injury to the Vendor or Vendor's Representative. All property of the Vendor is understood to remain in the Vendor's care, custody and control in transit to or from or within the confines of Animethon premises.

#### **4. Vendor Hall Policies**

##### **4.1 Vendor Space Policies**

Vendor can arrange their displays, chairs, tables, and merchandise in any manner so long as it falls within their Vendor Space taking care to not cause any damage to the equipment or Vendor Hall and ensuring all fire and safety regulations are maintained. ASAPA reserves the right to request changes if arrangement does not conform to fire and safety regulations.

Vendor will keep their Vendor Space clean and will not tape, nail, screw, or affix anything to the Vendor Hall or the equipment provided. Vendor cannot nail, screw or hang items off of venue ceiling, including the venue piping and posts. All displays, chairs, tables, and merchandise must be maintained within the Vendor Space. Any items or equipment not provided by ASAPA or the venue must be placed within the Vendor Space prior to the opening of the Vendor Hall to the public.

Electricity and data lines are available within the Vendor Hall at an additional charge. Unauthorized cabling, piping, or tampering with existing cable and power lines is prohibited.

##### **4.2 Food and Beverage**

The sale of any food or beverages by any Vendor is prohibited within the Vendor Hall, festival grounds, or other facilities used by Animethon, although some consumable specialty items may be acceptable for sale by the Vendor.

All sales of consumable specialty items must be requested in writing to ASAPA by June 5, 2015. However, this does not guarantee the right to sell this item. Selling of any unauthorized consumable specialty items is prohibited.

ASAPA reserves the right to reject, for any reason, the approval of the selling of any consumable specialty items prior to and during Animethon.

##### **4.3 Atmosphere and Noise Policy**

ASAPA reserves the right to preserve the atmosphere and noise levels within the Vendor Hall. Vendor may play audio devices at a moderate volume such that it does not cause significant complaints from the other Vendors or event attendees. The determination of what constitutes a moderate volume shall be at the sole discretion of ASAPA.

##### **4.4 Sales from Outside Designated Area**

Vendor is prohibited from selling goods or services outside of the Vendor Hall or other areas designated for sales by ASAPA.

##### **4.5 Adult Materials Policy**

Vendor may not display material that is deemed offensive or inappropriate. ASAPA has the sole right to determine what is offensive or inappropriate. Any adult material may only be sold, exchanged or donated to those 18 years of age or older, provided they have shown government issued ID.

**4.6 Weapons and Sales Policy**

ASAPA maintains a strict policy in regards to weapons. The sale of any weapons by any Vendor is prohibited within the Vendor Hall, festival grounds, or other facilities used by Animethon. What construes as a weapon is the sole discretion of ASAPA.

**4.7 Receipts**

Vendor must provide receipts for customers upon request. Vendor must clearly indicate if they have a no refund and/or exchange policy.

**4.8 Subletting Vendor Space**

The Vendor Space contracted is to be used solely by the company and/or representatives of the company listed in this Contract. Subletting of Vendor Space is prohibited without the prior consent of ASAPA. Any use of Vendor Space not specifically assigned to Vendor shall be considered, at best, a sub-let of the assigned space and therefore a violation of this agreement.

**4.9 Custom Broker and Shipping**

Vendor is required to contact a custom broker if required and shipping services if necessary. This is the responsibility of the Vendor.

**4.10 License and Regulations**

The Vendor is responsible for obtaining licenses, permits, or approvals required under law, applicable to their activity at Animethon as well as for paying all taxes, license fees, fines, or any charges incurred due to any governmental authority in connection. The Vendor will be required to provide a Vendor's permit, temporary or otherwise, upon request of the Vendor Hall Manager.

**4.11 Unauthentic or Unauthorized Materials (Bootlegs)**

ASAPA maintains a strict policy in regards to bootleg items. Any items or merchandise for sale, displayed, or advertised for sale which are not legally authorized or are prohibited by law to be sold in Canada will be asked to be removed at the sole discretion of ASAPA at anytime. ASAPA may, at its sole discretion, request documentation related to the origin of Vendor's merchandise at any time after the signing of this contract. As this request may occur during the event, Vendor agrees to ensure all relevant documentation is available on-site during the event for examination by ASAPA. Failure to produce this documentation may be considered a violation of this agreement. This documentation shall be used solely for the purpose of determining the likelihood of the Vendor's merchandise and shall be treated as confidential information by ASAPA.

**4.12 Fire Regulations**

No fire equipment or exits are to be blocked. ASAPA reserves the right to request immediate removal of obstructing property or persons.

**4.13 Safety**

ASAPA reserves the right to ask any Vendor to remove any items or practices that ASAPA deem unsafe. ASAPA alone reserves the right to determine what is safe and what is not safe. Any Vendor that refuses to comply will be expelled.

#### **4.14 Family Atmosphere**

Animethon is a family event. No alcoholic beverages or smoking is permitted on site. Any use of illegal substances will result in a ban and removal from site. Foul language and inappropriate language will not be tolerated. ASAPA reserves the right to determine what constitutes foul language or inappropriate language.

#### **4.15 Insurance**

The Vendor shall, at its own expense and without limiting its liabilities under this Contract, ensure that it maintains all required insurance in accordance with the Alberta Insurance Act, R.S.A. 2000, c. I-3 and also acquires general liability insurance in an amount of not less than \$2,000,000<sup>CAD</sup> per occurrence inclusive for bodily injury, death, and property damage including the loss of use thereof, which is caused by any act or omission of the Vendor, the Vendor's employees, subcontractors or agents, or which could otherwise occur as a result of the Vendor's participation at Animethon.

The Vendor shall, upon demand of ASAPA, deliver to ASAPA acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to the Vendor's participation at Animethon.

The Vendor is responsible for its own fire, theft and damage insurance. All property brought into Animethon by the Vendor is taken there and removed at the Vendor's own risk, and ASAPA shall not be responsible for any loss due to damage from fire, theft, breakage, or from any cause whatsoever, nor for any act or omission of ASAPA or its representatives should officers of the law seize, stop, or prevent the Vendor from operating under this Contract.

#### **4.16 General Policies**

The Vendor agrees to follow and be bound by Animethon's General Policies. These policies shall be made available by Animethon upon request of the Vendor.

### **5. Limitation of Liability**

The Vendor agrees to assume all risk and to indemnify and hold harmless ASAPA, all event facilities, and their owners, respective officials, subsidiaries, agents, affiliates, operations, officers, volunteers and employees (hereafter "the Indemnified Parties") from and against any and all claims, demands, costs, penalties, fines, charges, liabilities, expenses, or damages of any kind arising out of or in connection with use of the Vendor Hall by ASAPA or arising out of any act or omission of ASAPA, or any of its agents, contracts, representatives, patrons, guests or invitees.

The Indemnified Parties are not liable for any loss, injury, damage, or other expense that arises out of any act or omission by the Vendor. Any damages or charges imposed for violations of any applicable laws or regulations by the Vendor are the sole responsibility of the Vendor.

Anyone visiting, viewing, or otherwise participating at the Vendor's booth is deemed to be the invitee or licensee of the Vendor rather than the invitee or licensee of ASAPA. The Indemnified Parties shall not be liable for any injury whatsoever to the person conducting or otherwise participating in the conduct of the booth or to invitees,

licensees or guests of the Vendor. The Vendor assumes full liability for the actions or omissions of its agents, employees, or independent contractors, whether acting within or outside the scope of their authority.

In the event that any part of the Vendor Hall is unavailable, whether for the entire Term or a portion of Animethon, ASAPA and the Indemnified Parties will not be held liable for any losses caused by, but not limited to, the following: fire, natural disaster, acts of war or terrorism, labour dispute, or riot. Should ASAPA or the Indemnified Parties decide that because of any of the above events it becomes necessary to cancel, postpone, or re-site the show, reduce installation time, exhibit time, or move out time, ASAPA and the Indemnified Parties will not be held liable to the Vendor for any damage or loss, direct or indirect, arising as a result thereof.

ASAPA, or any of its facilities, will not be maintaining insurance covering any and all Vendor property and it is the sole responsibility of the Vendor to secure such insurance. The Vendor is solely responsible for its exhibited materials, merchandise, promotions, personnel, and other property. ASAPA, and by extension the Animethon personnel, is NOT responsible for the protection of Vendor property from damage, loss, theft, harm, or injury.

ASAPA agrees to be responsible for the promotion and marketing of Animethon. ASAPA makes no guarantees or representations as to the number of attendees and/or customers at Animethon.

ASAPA Reserves the right to make amendments to the provisions set forth in this agreement only after consolidation and agreement by ASAPA and the vendor if this agreement has already been signed by the Vendor. ASAPA has the full power to make amendments to this agreement without such notice should it become necessary by order, demand, or request of Grant MacEwan University or any other governing body including, but not limited to the Government of Canada, the Government of Alberta and the City of Edmonton. Such further rules and regulations as shall be considered necessary and proper. In these cases ASAPA will take reasonable efforts to notify all affected parties.

The Vendor covenants to pay any fees, losses, royalties, costs, damages, legal expenses on a solicitor-client basis, or any other charges incurred by the use of copyright materials or music during the Term and shall indemnify and hold harmless ASAPA, with respect to such charges.

## **6. Statutory Compliance**

The Vendor agrees to comply with the provisions of all laws now in force or in force after the signing of this Contract that expressly, or by implication, apply to the Vendor by virtue of the Vendor's participation at Animethon.

The Vendor will pay, when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Vendor by virtue of Vendor's participation at Animethon.

The Vendor will comply with the Alberta Workers' Compensation Act, R.S.A. 2000, c. W-15 and shall, upon demand by ASAPA, deliver to ASAPA a certificate from the Workers' Compensation Board showing that the Vendor is registered and in good standing with the Workers' Compensation Board.

## **7. Responsibility**

The Vendor shall be responsible for and shall promptly pay ASAPA for any loss or damage to the real, personal or intellectual property of ASAPA caused by any act or omission of the Vendor, the Vendor's employees, subcontractors or agents.

## **8. Change Requests**

If the Vendor requests that ASAPA perform services or provide materials which the ASAPA consider outside the scope of the Contract, ASAPA shall immediately, upon noticing such scope deviation or potential scope deviation, send a written Change Request document to the Vendor.

The Change Request will contain the following information:

- a) A description of the applicable services and materials including the reasons for considering them outside the scope of this Contract;
- b) If ASAPA believes it can accommodate the services and materials that are outside the scope of the Contract, an estimated itemized description of the cost to perform the services and to provide the materials.
- c) If ASAPA believes it cannot accommodate the services and materials that are outside the scope of the Contract, it reserves the right to not provide these services or materials.

## **9. Conflict of Interest**

The Vendor shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question.

Vendors shall not influence, seek to influence or otherwise take part in a decision of ASAPA, knowing that the decision may further their private interests. They shall not accept or give any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract that causes, or would appear to cause, a conflict of interest between the Vendor and ASAPA.

The Vendor will also have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest between the Vendor and ASAPA in connection with the performance of the Vendor's duties related to this Contract, and if such a financial interest is acquired during the term of this Contract, the Vendor shall promptly disclose it to ASAPA.

In the event the Vendor becomes aware of any matter that causes or is likely to cause a conflict of interest between the Vendor and ASAPA in relation to the Vendor's duties pursuant to this Contract, the Vendor shall immediately disclose such matter to ASAPA in writing. If ASAPA deems that the Vendor is in a conflict of interest as a result of the Vendor's notice or as a result of any other information brought to ASAPA's attention, ASAPA may terminate this Contract.

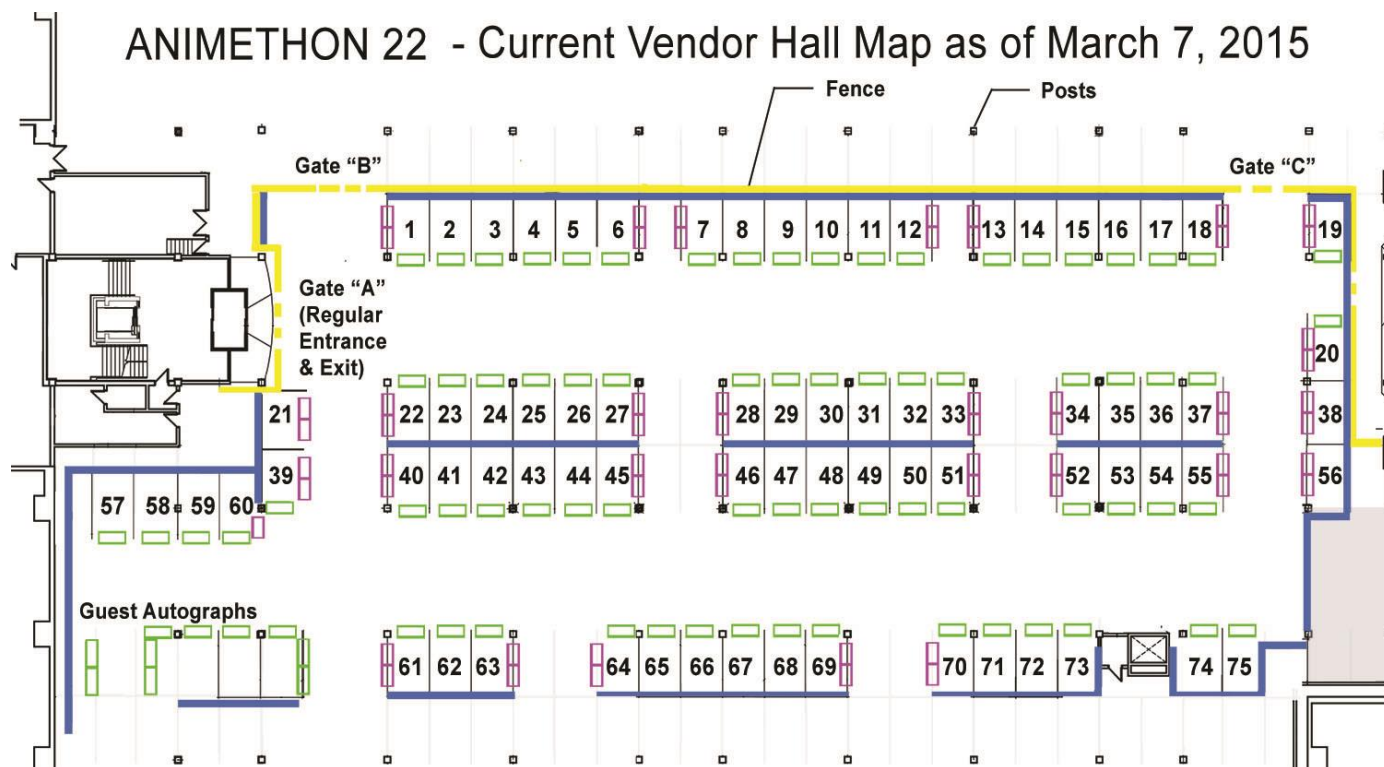
## **10. General Terms**

- 10.1 Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Contract.
- 10.2 This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and no other understandings or agreements, verbal or otherwise, exist between the parties.
- 10.3 This Contract may only be amended in writing that is acknowledged and agreed upon by both parties except as otherwise contemplated herein.

- 10.4 No party shall assign, sell or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the other party.
- 10.5 This Contract shall endure to the benefit of the parties and their respective successors and assigns of the parties.
- 10.6 This Contract is not to be construed as a joint venture, or to give power to either party to obligate the other in any other manner whatsoever, other than what has been specifically stated in this Contract.
- 10.7 The headings in this Contract have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Contract or any part of it.
- 10.8 In this Contract, words in the singular include the plural and words in the plural include the singular.
- 10.9 The rights, remedies and privileges of ASAPA under this Contract are cumulative and any one or more may be exercised. The rights of ASAPA shall not be deemed waived unless specifically stated in writing and signed by an authorized officer of ASAPA.
- 10.10 Time is of the essence in this Contract.
- 10.11 This Contract shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein without giving effect to the choice of laws provisions thereof and the Parties agree to irrevocably attorn to the jurisdiction of the courts of Alberta and agree that any proceedings taken in respect of this Agreement shall be taken in such courts and in no other.
- 10.12 Should any provision of this Contract be illegal or unenforceable, it shall be considered separate and severable from this Contract, and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision had never been included. The parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.
- 10.13 The Vendor acknowledges and agrees that it has the power and authority to enter into this Contract.
- 10.14 This Contract may be executed in multiple counterparts and by facsimile transmission, each of which shall be deemed to be an original and all of which shall be deemed to constitute a single instrument.
- 10.15 The Vendor grants ASAPA permission to display the name of the Vendor in online and print publications relating to the Vendor Hall and Animethon. ASAPA is under no obligation to make use of this permission.



## VII. Appendix A: Vendor Hall Layout



Gate A	Gate B	Gate C
<ul style="list-style-type: none"> <li>- Main entrance for attendees to enter and exit the hall.</li> <li>- Will be opened for all passes once the initial line at Gate B clears during opening hours each day.</li> </ul>	<ul style="list-style-type: none"> <li>- Opened for Vendors to load and unload during setup/takedown.</li> <li>- Opened for X-PASS holders/ staff/volunteers early entry and at the start of each day to let the initial lineup in. Once the lineup has gone through, it is closed for the rest of the Vendor room public hours.</li> </ul>	<ul style="list-style-type: none"> <li>- Opened for Vendors to load and unload during setup/takedown.</li> <li>- Closed during regular vendor room hours, emergency exit only.</li> </ul>