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ANIMETHON **23**TM

ARTIST ALLEY PACKAGE

Dear Artists

Back for its 23rd year, Animethon will take place on August 5 to 7, 2016 at MacEwan University – City Centre Campus and is expected to draw over 10,000 attendees. Artist Alley will be once again be located in the main floor of the 109 ST building (Robbins Health Learning Centre) and features high ceiling with lots of natural lighting.

Enclosed is a package with all the details including a layout map. Please read the entire package over as we have made some changes this year including a new rule on trademarks.

The Artist Alley Team
artistalley@animethon.org

I. Artist Contract

(Version: 2016-02-18)

This contract for space at Animethon (“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 “ASAPA” means the Alberta Society for Asian Popular Arts, its Staff, agents, and representatives.
- 1.2 “Contract” means the whole agreement between the parties which is this Artist Alley contract and Appendix A.
- 1.3 “Event” means the Anime and Japanese pop-culture event entitled Animethon.
- 1.4 “Artist” means, collectively the individual, group, or company that applied for the Artist Alley Space as set out in Appendix A and any assistants, helpers, volunteers, or staff of the Artist shall be referred to as an “Assistant”.
- 1.5 “Artist Table” means the area within the Artist Alley that has been allocated to the Artist.
- 1.6 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.
- 1.7 “Venue” means the facility or buildings hosting the Event.
- 1.8 “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. Artist Alley License

- 2.1 Subject to the other terms and conditions of the Contract, ASAPA grants the Artist a non-exclusive license to use and occupy the Artist Table in Artist Alley during the Event. This licence is terminable at will by ASAPA.
- 2.2 Unless otherwise specified, any violations of the terms and conditions of this Contract by the Artist may result in, at the absolute discretion of ASAPA, immediate termination of this licence and expulsion from the Event. In the event of the expulsion of an Artist, the Artist shall be solely responsible for any outstanding fees or costs, including costs incurred by ASAPA to enforce the terms and conditions of this Contract, including any legal fees incurred by ASAPA on a solicitor-client, full indemnity basis.

- 2.3 Artist agrees to be present at and operating their Artist Table for the hours of the public access to Artist Alley.

3. Location

- 3.1 Artist Alley will be held in the designated location of the Venue stated in Appendix B: Artist Alley Hours of Operation and Layout.

4. Eligibility

- 4.1 Artist must meet all conditions of eligibility as stated in this document that pertain to them, Appendix A: General Information, Artist Requirements.
- 4.2 Assistant must meet all conditions of eligibility as stated in this Document that pertain to them. Appendix A: General Information, Assistant Requirements.

5. Refund and Cancellations

- 5.1 No refunds.
- 5.2 Notwithstanding the other terms and conditions of this Contract, ASAPA may, at its absolute discretion, approve a refund if there are extraordinary circumstances which are accepted by ASAPA.
- 5.3 Any Artist Table not claimed by the commencement of the Event may be resold at the absolute discretion of ASAPA.
- 5.4 Artist agrees to release and otherwise hold ASAPA harmless for any foreseen or unforeseen losses, damages, or claims incurred by the Artist as a result of unclaimed or cancelled Artist Table.

6. Payment

- 6.1 Artist agrees to provide payment to the Event as described in Appendix A: General Information, Payment Process.
- 6.2 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.

7. Use of Space

- 7.1 The Artist may arrange merchandise in any manner within their Artist Table provided that the Artist does not cause any damage to the equipment or Artist Alley, and ensure all applicable fire and safety regulations are maintained. Any displays and merchandise must be located only within the Artist Table prior to the opening of Artist Alley to the public. Notwithstanding the above, ASAPA, at its absolute discretion, may demand changes to the Artist's displays and merchandise.
- 7.2 The Artist agrees to keep their Artist Table clean and agrees not to nail, screw, or otherwise affix anything to the Artist Alley or the equipment provided in a way that may damage the same.
- 7.3 Displays must be free-standing or secured in a non-damaging way to the TABLE.
- 7.4 Tables and chairs cannot be added or removed by the Artist.
- 7.5 At no point can the Artist, or their property, block or impede access to any fire equipment, entrances, exits, or aisles.

- 7.6 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.
- 7.7 Unauthorized cabling, piping, or tampering with existing cable and power lines and facilities is prohibited.
- 7.8 Any costs incurred by ASAPA for clean up or damages to the Artist Alley caused by Artist will be charged to the Artist.
- 7.9 A maximum of two people are allowed behind each table, with a maximum of two chairs per table.
- 7.10 Only those with an Artist Pass are permitted behind the TABLE provided to an Artist.

8. Restricted Content

- 8.1 Content that is deemed offensive or inappropriate cannot be publically visible.
- 8.2 The Event will determine what is considered offensive or inappropriate.
- 8.3 Artist must be 18 years of age or older in order to sell restricted content.
- 8.4 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.

9. Merchandise Requirements & Restrictions

- 9.1 The distribution and/or sale of food or drink are strictly forbidden.
- 9.2 Product sold at the Artist Alley must be, and/or contain, the intellectual property of the Artist. No Proxys selling allowed.
- 9.3 All fan made comics (such as Doujinshi) must clearly indicate the target age, subject matter, and copyright information.
- 9.4 Artist is forbidden from selling replication of original works that do not have, and/or contain, the intellectual property of the Artist.
- 9.5 Products displayed and/or sold at TABLE cannot contain or include any elements protected by trademark unless Artist obtains a license and/or written permission from the trademark owner or authorized representative, or owns the trademark. Examples include, but are not limited to, logos, names, and symbols protected by trademark laws.
- 9.6 The Event reserves the right to restrict, at our discretion, the sale of any product in Artist Alley without justification.

10. Advertising

- 10.1 Artist takes responsibility for their own advertising.

11. Promotional Rights

- 11.1 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.
- 11.2 The Event grants the Artist the right to list the Event in their printed and electronic media.
- 11.3 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.

- 11.4 The Event reserves the right to use any photo or video featuring the Artist and their Product taken during the Event for promotional purposes.

12. Security and Crowd Control

- 12.1 The EVENT makes no guarantee for the presence of an overnight Security Guard in the Artist Alley. The Artist is fully responsible for all Artist property and the Artist must take whatever steps are reasonably necessary for the Artist to protect their property.
- 12.2 ASAPA accepts no responsibility or liability whatsoever for any damages, loss, theft, harm or injury to the Artist's property. All property of the Artist is understood to remain in the Artist's possession, care and control at all times. ASAPA is not a bailee of any property of the Artist whatsoever.
- 12.3 ASAPA accepts no responsibility or liability whatsoever for any damages, loss, theft, harm or injury to the Artist's property when stored in designated area overnight.

13. General Policies

- 13.1 The Artist agrees to follow and be bound by the Event's General Policies, which may be amended from time to time. These policies shall be made available upon request of the Artist.

14. Limitation of Liability

The Artist agrees that ASAPA will not be liable under any circumstances for any loss, injury, damage, or other expenses that may arise out of any act or omission by the Vendor. Any damages or charges imposed for violations of any applicable laws or regulations by the Artist are the sole responsibility of the Artist. ASAPA makes no guarantees or representations to the number of attendees at the Event. The Artist assumes full liability for the actions or omissions of its agents, employees, or independent contractors to any attendee.

ASAPA reserves the right to make amendments to the provisions set forth in this Contract upon written notice to the Artist. ASAPA has the full power to make amendments to this Contract without such notice should it become necessary by order, demand, or request of the Venue 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.

15. Violation of Contract

- 15.1 Violations may result in a warning or expulsion from the Event.
- 15.2 The Event will determine what violations warrant a warning or expulsion.
- 15.3 Upon Artist expulsion from the Event, the DOCUMENT is terminated. No refunds issued.

II. Appendix A: General Information

Venue & Location

- Artist Alley is located in the designated area on the main floor of the 109 ST building (Robbins Health Learning Centre) of MacEwan University – City Centre Campus.

Artist Table

- Each Artist table contains a 2' x 5' table and two chairs.
- No more than one Artist Table. A second table may be approved depending upon demand and availability.
- Nobody is permitted to be allocated, solely, shared or in part, both an Artist Table and a Vendor Space.
- Power will not be supplied to any Artist Tables.

Pricing

- Each Artist Table is \$130.
- One may purchase an upgrade to an Event Pass for an additional \$25. Limit of one upgrade per Artist Table.
- Upgrades must be paid for at the same time as the Artist Table is paid for.
- Pricing includes all applicable taxes and fees and is in Canadian funds.

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 Passes are required to be worn at all times during both setup and public hours to be allowed behind the tables.

Application Submissions

- We will accept applications starting at **8:00 PM Mountain Daylight Time (GMT -6) on Sunday, March 6, 2016**. Any applications received prior to this date will be ignored.
- Applications must be submitted using the electronic form on the official Event website.
- Applications will be evaluated in the order they are received.
- Applications must be fully and accurately completed. Incomplete or inaccurate applications will be rejected.
- 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 that their applications were received.
- Event reserves the right to accept or deny applications determined by the artist's suitability to the Event.

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 only accept PayPal.
- Once full payment has been received, the Artist will receive a notice by email.
- If payment is not made before the deadline, the Artist application will be considered forfeit.
- Event is not responsible for late payments or lack of delivery.

Table Assignments

- Table assignments will be set by ASAPA or its representatives.
- 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 Artist Table assignment, but requests for change can be made to the Artist Alley Coordinator.
- Artist must setup and sell within their assigned Artist Table only.

Questions / Clarifications / Concerns

- Contact the Artist Alley Coordinator at artistalley@animethon.org.

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

Artist Alley Hours of Operations		
Friday Aug. 5, 2015	08:00 – 11:00	ARTIST only access to the Artist Alley for setup.
	11:00 – 19:00	Public access to the Artist Alley.
	19:00 – 20:00	Artist Alley shutdown time.
Saturday Aug. 6, 2015	08:00 – 09:30	ARTIST only access to the Artist Alley for setup.
	09:30 – 19:00	Public access to the Artist Alley.
	19:00 – 20:00	Artist Alley shutdown time.
Sunday Aug. 7, 2015	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 23 Artist Alley Map

