

# VENDOR PACKAGE





## **About Animethon 24**

Coming this summer from August 11<sup>th</sup> to 13<sup>th</sup>, Animethon 24, the longest running festival in Canada is back.

Animethon was created 24 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), anon-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!

Early bird pricing is available from January 16 to 31, 2017. After January 31, 2017, pricing will be increased to the standard Animethon 24 rates. We are no longer first come first serve with our vendor selection. With the nearby downtown arena nearing completion parking in the surrounding area, including the venue, has significantly increased. As such we no longer can offer free parking to vendors. Information for paid parking and other details 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





# **Table of Contents**

About Animethon 24	2
I. Attendance and Demographics	
II. Vendor Hall Details	
III. Vendor Booth Details	
IV. Booth Pricing	
V. Sign Up Information	
VI. Vendor Contract (Version: 2017-01-03)	
VII. Appendix A: Vendor Hall Lavout	





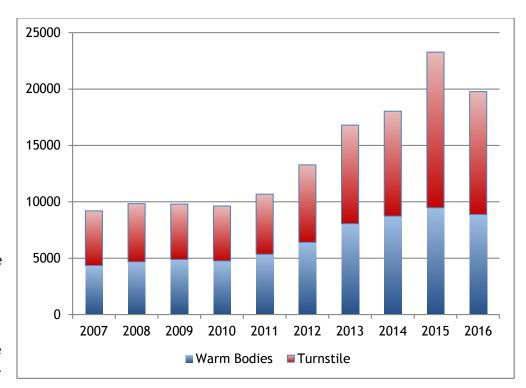
### I. Attendance and Demographics

Turnstile is an estimated total. If a person attended all three days they would be counted three times.

Warm Bodies is a count including paid attendance, vendors, staff, volunteers, etc. If they attended all three days they would be counted only once.

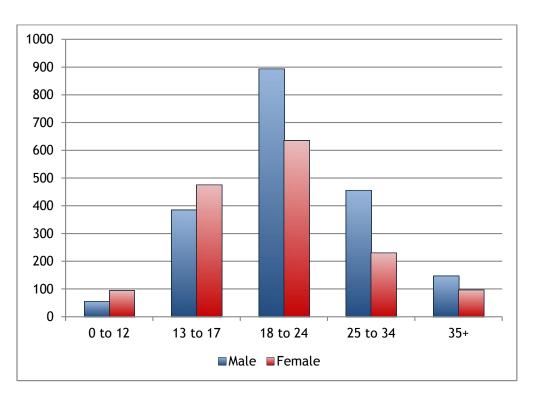
Data is shown from 2007 onwards as prior to 2007, the type of passes and methods of counting were dramatically different.

Further historical data can be found on our official website.



The chart on the right shows a breakdown of all responses collected with both a known gender and age.

Data is tabulated from a combination of registration and pre-registration information from Animethon 23 (2016).







#### II. Vendor Hall Details

The Vendor Hall is approximately 30,000 sq ft. of space located in the underground parking area of the MacEwan 107 building. 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 approximately 6 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 one (1) 8' table, two (2) 6' tables, four (4) chairs, and four (4) Vendor Passes.

#### **IV. Booth Pricing**

Booth Prices	Cost
Standard Booth Price (Before February 1 2017)	\$ 575
Corner Booth Price (Before February 1 2017)	\$ 705
Standard Booth Price (After January 31, 2017)	\$ 600
Corner Booth Price (After January 31, 2017)	\$ 750

Booth Add-Ons	
Additional Chair	\$ 5
Additional Vendor Pass	\$ 10
Vendor Discount Event Pass	\$ 25
Additional Table (w/Cover and Skirting)	\$ 75
Internet Access	\$ 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 **Monday, June 12, 2017** to ensure everything will work correctly.
- Ordering internet provides you with access to MacEwan's network. If running applications that require any
  additional protocols or configurations, let us know by Monday, June 12, 2017 so we can check with MacEwan if
  your application will work.





#### V. Signup Instructions & Process of Selection

Vendor sign up will be on-line on our website. Vendor initial signup will be available on January 16, 2017 at 12:00pm MST (at noon) and close on January 31, 2017, at 11:59pm local Edmonton time. All applications received during this time period will be considered to have been received at the same time. Any applications received after this time period may be evaluated in the order they are received.

VI. Vendor Contract (Version: 2017-01-03)

ASAPA and the Vendor, 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, agree as follows

#### 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 vendor contract and Appendix A.
- 1.3 "Event" means the Anime and Japanese pop-culture event entitled Animethon.
- 1.4 "Vendor" means, collectively the individual, group, or company that applied for Vendor Space as set out in Appendix A: Vendor Order Form and each of the Vendor's officers, directors, employees, and representatives as applicable.
- 1.5 "Vendor Hall" means the area that has been designated for sale of goods and services.
- 1.6 "Vendor Space" means the area within Vendor Hall that has been allocated to the Vendor.
- 1.7 "Venue" means the facility or buildings hosting the Event.

#### 2. Vendor License

- 2.1 Subject to the other terms and conditions of the Contract, ASAPA grants the Vendor a non-exclusive use (licence) to occupy the Vendor's Space at the Vendor Hall 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 Vendor 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 a Vendor, the Vendor 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** Vendor agrees to be present at and operating their Vendor Space for the hours of the public access to the Vendor Hall.





#### 3. Vendor Hall

#### 3.1 Vendor's Space

Vendor Space at the Event shall be assigned at the absolute discretion of ASAPA. ASAPA may change the floor plan or require a Vendor to relocate prior to or during the Event.

Vendor Hall Hours of Operations				
Thursday Aug. 10, 2017	17:00 – 21:00	Vendor-only access to the Vendor Hall for setup.		
Friday Aug. 11, 2017	07:30 – 13:00	Vendor-only access to the Vendor Hall for setup.		
	13:00 – 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.		
Saturday Aug. 12, 2017	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.		
Sunday Aug. 13, 2017	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.		

<sup>\*</sup>NOTE: Times are subject to change without notice.

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 (Total Pallet and item height combined shall not be other 5'6")
- All displays, furniture and backdrops, etc.

During Setup and teardown times, those under 14 years of age are not allowed in the Vendor Hall Area. Special exemptions may only be made if submitted to the Event in writing.

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

#### 3.2 Vendor Registration

Vendor Space will only be held once an application is processed. Vendor applications will be processed after the signup period of **January 16 to 31, 2017**. Once notification that vendor space has been assigned to you, a payment of a deposit of at least 50% of the total cost of the Vendor Space will be due within two weeks of notification.





Full payment is due by **Monday, May 15, 2017.** If a Vendor does not make full payment as required by this Contract their deposit and Vendor Space will be forfeited. If the Vendor applies after the deadline of **Monday, May 15, 2017** the Vendor must pay in full for all Vendor Space. Notwithstanding 3.3, no cancellation request will be accepted for any registrations after **Monday, May 15, 2017** nor will any refunds be given.

#### 3.3 Refund and Cancellations

ASAPA requires a written cancellation notice no later than **Monday, May 15, 2017** for a full refund. If a Vendor fails to provide the required cancellation notice, the Vendor forfeits all sums submitted to ASAPA.

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.

Any Vendor Space not claimed by the commencement of the Event may be resold at the absolute discretion of ASAPA.

Vendor agrees to release and otherwise hold ASAPA harmless for any foreseen or unforeseen losses, damages, or claims incurred by the Vendor as a result of unclaimed or cancelled Vendor Space.

#### 3.4 Method of Payment

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

#### **ASAPA**

ATTN: Animethon Sales #3391 11007 Jasper Ave. Edmonton, Alberta Canada, T5K 0K6

OR Paypal Account:paypal@asapa.ca

All prices are in CAD (Canadian dollars), and ASAPA will only accept Canadian funds. Cash payments can be made in person with the Event's treasurer by appointment. All payments should be addressed to the "Alberta Society for Asian Popular Arts". NSF cheques will be subject to a \$70.00 CAD handling fee.

#### 3.5 Issued Vendor Badges

Each Vendor shall be issued Vendor Badges as summarized in the pricing fees. Vendor's Representatives must wear their Vendor Badges during the duration of the Event. Only Vendors, Security, Staff or Volunteers authorized by the Chairman, Director of Site Operations, Vendor Manager or Vendor Coordinator are allowed in the 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 a representative for the Vendor.

Vendor Badges may not be sold, loaned, or otherwise transferred or assigned to any individual who is not a Vendor's representative. Vendor Badges may be shared among Vendor's Representatives, but no more than one (1) individual may claim the Vendor Badge at any given time.





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

#### 3.6 Security and Crowd Control

ASAPA will provide a licensed Security Guard and a Loss Prevention Officer Service for the Event. Nevertheless, the Vendor is fully responsible for all Vendor property and the Vendor must take whatever steps are reasonably necessary for the Vendor to protect their property.

ASAPA accepts no responsibility or liability whatsoever for any damages, loss, theft, harm or injury to the Vendor's property. All property of the Vendor is understood to remain in the Vendor's possession, care and control at all times. ASAPA is not a bailee of any property of the Vendor whatsoever.

#### 4. Vendor Hall Policies

#### 4.1 Space

The Vendor may arrange any displays, chairs, tables, and merchandise in any manner within their Vendor Space provided that the Vendor does not cause any damage to the equipment or Vendor Hall, and ensure all applicable fire and safety regulations are maintained. Any displays, chairs, tables, and merchandise must be located only within the Vendor Space prior to the opening of the Vendor Hall to the public. All displays are required to be no higher than the 6'3" height restriction. Notwithstanding the above, ASAPA, at its absolute discretion, may demand changes to the Vendor's displays, chairs, tables, and merchandise.

The Vendor agrees to keep their Vendor Space clean and agrees not to nail, screw, or otherwise affix anything to the Vendor Hall or the equipment provided in a way that may damage the same. The Vendor shall not nail, screw or hang items from the Vendor Hall ceiling, including from any plumbing or mechanical structures and/or support pillars.

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 and facilities is prohibited.

Any costs incurred by ASAPA for clean up or damages to the Vendor Hall caused by Vendor will be charged to the Vendor.

#### 4.2 Food and Beverage

Unless requested in writing by **Monday, June 12, 2017**, the Vendor shall not provide any food, beverages or consumable items, for sale or otherwise, within the Vendor Hall, the Event grounds, or any other facilities used by the Event.

#### 4.3 Atmosphere and Noise Policy

While the Vendor may play audio and video devices, Vendors may only do so at volumes which do not disrupt other Vendors or Event attendees. ASAPA, at its absolute discretion, may require a Vendor to lower the volume of, or otherwise turn off, any Vendor audio and video device.

#### 4.4 Sales from Outside Designated Area

Vendor is prohibited from selling goods or services outside of the Vendor Hall or other areas which may be designated for the same by ASAPA.





#### 4.5 Adult Materials Policy

The Vendor may not display material that is deemed by ASAPA to be offensive or inappropriate. Any adult material may only be sold, exchanged or donated to individuals who have confirmed they are at least 18 years of age by showing valid government issued ID.

#### 4.6 Weapons Sales Policy

The sale of any weapons by any Vendor is prohibited within the Vendor Hall, Event grounds, or other facilities used by Event. ASAPA may, at its absolute discretion, designate an item a weapon for the purposes of this Contract.

#### 4.7 Receipts

The Vendor must provide receipts for customers upon request. If the Vendor has a no refund and/or no exchanges policy, the Vendor must prominently display a notice of the same.

#### 4.8 Subletting and/or Assignments of Vendor Space

Unless requested in writing by **Monday, June 12, 2017**, the Vendor Space is for use by the Vendor only and the Vendor may not assign or otherwise transfer its licence to the Vendor Space.

#### 4.9 Shipping and Deliveries

ASAPA will not accept or otherwise receive a delivery of any Vendor property being shipped to the Venue or ASAPA. Any shipping and delivery requirements that the Vendor may have are to be arranged solely by the Vendor. If any charges, fees, or losses are incurred by ASAPA due to Vendor shipments or deliveries, these will be charged to the Vendor.

#### 4.10 License and Regulations

The Vendor shall be solely responsible for obtaining any licenses, permits, or approvals required by law, applicable to their activity at the Event, as well as for paying all taxes, license fees, fines, or any charges incurred with respect to the same.

The Vendor will be required to provide a Vendor's permit upon request of the Vendor Manager or Vendor Coordinator.

#### 4.11 Unauthentic or Unauthorized Goods (Bootlegs)

ASAPA does not authorize or otherwise permit the sale of any unauthentic, unauthorized, or otherwise unlicensed or unofficial goods and services, including but not limited to costumes, accessories, artwork, and media. ASAPA may request the Vendor to furnish proof acceptable to ASAPA that the Vendor is authorized to provide the services or goods offered for sale by the Vendor (i.e. does not have, or is selling unauthentic, unauthorized, or otherwise unlicensed or unofficial goods and services). ASAPA may terminate the licence of a Vendor if ASAPA reasonably believes that the Vendor is offering for sale unauthentic, unauthorized, or otherwise unlicensed or unofficial goods and services.





#### 4.12 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. The Vendor shall also carry general liability insurance in an amount of not less than \$2,000,000<sub>CAD</sub> per occurrence inclusive of 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 the Event.

The Vendor shall, upon demand of ASAPA, deliver to ASAPA acceptable evidence of insurance, in the form of a detailed certificate of insurance.

#### 4.13 General Policies

The Vendor 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 Vendor, and will be included in the Vendor kit.

#### 5. Limitation of Liability

The Vendor 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 Vendor are the sole responsibility of the Vendor. ASAPA makes no guarantees or representations to the number of attendees at the Event. The Vendor 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 Vendor. 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.

#### 6. Statutory Compliance

The Vendor shall abide by and observe all federal, provincial, and local laws, codes, ordinances, rules and regulations and all rules and regulations of the Venue. 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 the Event.

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.





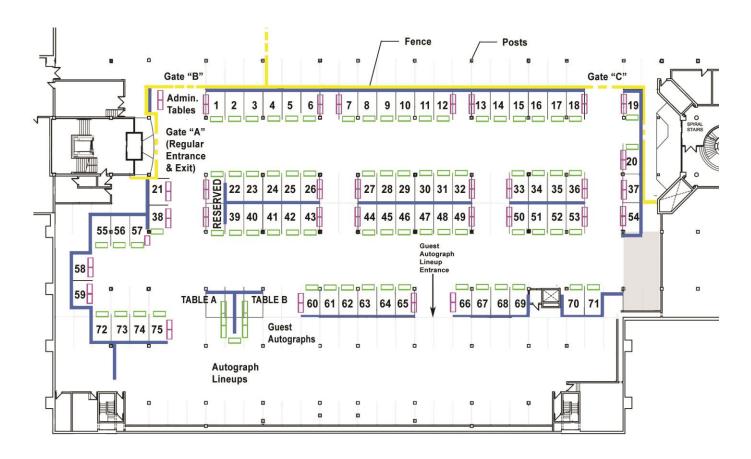
#### 7. General Terms

- 7.1 Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Contract.
- 7.2 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.
- 7.3 This Contract may only be amended in writing that is acknowledged and agreed upon by both parties except as otherwise contemplated herein.
- 7.4 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.
- 7.5 In this Contract, words in the singular include the plural and words in the plural include the singular and any headings and capitalizations, except those specifically defined herein, are included for the purposes of readability only and do not impact the meaning of any part of this Contract.
- 7.6 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.
- 7.7 Time is of the essence in this Contract.
- 7.8 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.
- 7.9 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.
- 7.10 The Vendor represents that it has the power and authority to enter into this Contract.
- 7.11 The Vendor grants ASAPA permission to display the name of the Vendor in online and print publications relating to the Vendor Hall and the Event. ASAPA is under no obligation to make use of this permission.





#### VII. Appendix A: Vendor Hall Layout



#### **Gate A Gate B Gate C** - Main entrance for attendees to - Opened for Vendors to load and - Opened for Vendors to load and enter and exit the hall. unload during setup/takedown. unload during setup/takedown. - Will be opened for all passes - Opened for X-PASS holders/ - Closed during regular vendor room once the initial line at Gate B staff/volunteers early entry and at hours, emergency exit only. clears during opening hours the start of each day to let the each day. initial lineup in. Once the lineup has gone through, it is closed for

the rest of the Vendor room public

hours.

