

ARTIST ALLEY PACKAGE



Dear Artists

Coming this summer from August 10th to 12th, Animethon 25, the longest running festival in Canada will be celebrating its 25th Anniversary in a big way as Animethon is moving to, and taking up the entire Shaw Conference Centre.

The Vendor Hall will fill Halls B&C with Artist Alley consisting of 134 24"x 6' tables. The Vendor Hall will also feature the guest autograph area, Photo Booth, Coplay Repair and Vendors. In total just under 50,000 square feet.

Enclosed is a package with all the details, including a map layout. We are also offering a parking package option as well. Whether you are interested in purchasing space with us or if you have questions, our staff would be happy to hear from you.

The Artist Alley Team artistalley@animethon.org

I. Artist Contract

ASAPA and the Artist, 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 Artist Alley contract and Appendix A.
- 1.3 "Event" means the Anime and Japanese pop-culture event entitled Animethon.
- "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 "Venue" means the facility or buildings hosting the Event.
- 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. 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 unless arrangements are made ahead of time with artist alley staff.

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 and Assistant must meet all conditions of eligibility as stated in this document that pertain to them, Appendix A: General Information, Artist 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 contract 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 Venue, 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 Venue 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. The use of "Camera/Lighting" legged poles (tripods) is permitted so long as they are not a tripping hazard (i.e. In front of the table where patrons are, or behind the table where artists need to walk) as determined by the Event Head of Safety or their representative.
- 7.6 Artists shall keep the area behind them clear so that it may be used as a walkway by other artist.
- 7.7 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.
- 7.8 Unauthorized cabling, piping, or tampering with existing cable and power lines and facilities is prohibited.
- 7.9 Any costs incurred by ASAPA for clean up or damages to the Venue caused by Artist will be charged to the Artist.
- 7.10 A maximum of TWO (2) people are allowed behind each table, with a maximum of TWO (2) chairs per table.
- 7.11 Only those with an Artist Alley Pass are permitted in the Hall during setup and behind the Artist TABLE at all times. The Artist Alley Badge provides access to the Vendor Hall only.

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

- 3.1 Unless requested in writing by **Monday, June 11, 2018** and approved by the Event, the Artist 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
- 3.2 Product sold at the Artist Alley must be, and/or contain, the intellectual property of the Artist the table is registered to. **No Proxy selling allowed.**
- 3.3 All fan made comics (such as Doujinshi) must clearly indicate the target age, subject matter, and copyright information.
- 3.4 Artist is forbidden from selling replications of artwork and merchandise that do not have, and/or contain, the intellectual property of the Artist (e.g. officially licensed goods/artwork) and depicting trademarked or copyrighted logos in any form (e.g. written, drawn). These are not permitted and are considered copyright/trademark infringement.
- 3.5 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 personally owns the trademark. Examples include, and are not limited to: official emblems, logos, symbols, insignias, series/title names, and character names.
- 3.6 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 will provide a licensed Security Guard service overnight. Nevertheless, 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.

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 Artist. 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 of Hall B&C of the Edmonton Shaw Conference Centre.

Artist Table

- Each Artist Table contains a 2' x 6' table and two chairs.
- No more than ONE (1) Artist Table per Artist.
- No one 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.
- Artists are expected to bring and maintain their own floats. The Event will not provide change for any Artist.
- All Artists must have their booths open during the hours of operation.
- The Table number (that is assigned to the table originally) must be displayed at all times during the Event.
- Artist may carry items by hand or in personal wheeled "suitcases" to their table. All handling requiring carts must be done through the LOADING DOCK ONLY. If you require the use of the loading dock, please e-mail us at artistalley@animethon.org to let us know so we can schedule you in for unloading. Those with no scheduled loading times must wait until there is a free spot to unload.

Pricing

	Cost (each)
Artist Table (c/w two (2) Artist Alley Passes) (one for the Artist and an Assistant).	\$ 150
Additional Artist Alley Pass (for more Assistants).	\$ 10
Discount Event Pass (Limit 2 per artist)	\$ 25
Parking (Per Stall for Friday, Saturday & Sunday)	\$ 50

NOTES:

- The Event reserves the right to limit the total amount of additional passes that an Artist can buy.
- The Upgrade Event Pass can be purchased only up until final payment is due.
- Pricing includes all applicable taxes and fees and is in Canadian funds (CAD).
- Parking cost is for **one standard stall only**. If parking is required for oversized vehicles, trucks or vehicles with trailers, please provide dimensions (length and width) and we will then inform you the number of required stalls needed (Cost of additional stalls will be \$50 each).

Artist Requirements

- Both the Artist and Assistants must be 16 years of age or older at the time of the Event and present a Government-issued Photo ID at check-in. Alternatively, one government issued ID and one additional ID is acceptable.
- Artist will ensure that their Assistant(s) are aware of the requirements and conditions set forth in this contract and accept full responsibility for the action, or lack of action, that the Assistant(s) may perform.
- Artist will not permit those not registered as their Assistant(s) to act on their behalf.





Application Submissions

- We will no longer be handling applications on a first come first served based, but using a lottery system. Please read the following carefully.
- The Event will accept applications starting on Friday, January 26, 2018 until the end of Friday, February 9, 2018 at 11:59pm MST. Any applications received prior to this date will be ignored.
- Applications must be submitted using the electronic form on the official Event website and must be fully and accurately completed. Incomplete or inaccurate applications will be rejected.
- After **Friday, February 9, 2018**, all accepted applications received between the dates listed above will be placed into a lottery. All tables will be assigned randomly by lottery.
- An e-mail from the Artist Alley Coordinator will be sent to the Artist within two weeks after **Friday, February 9, 2018**, for all those who have successfully been assigned a table via the lottery. Everyone else will be placed in a waitlist in the draw order of the lottery.
- 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.
- If applications are accepted through the official form after **Friday, February 9, 2018,** they will be placed in the order received at the end of the wait list (if there is no waitlist, assigned a remaining table by lottery).
- EVENT reserves the right to accept or deny applications determined by the artist's suitability to the Event.

Payment Process

- Following the confirmation e-mail, 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

- Artist Tables will be assigned by lottery by the Artist Alley Coordinator, their Assistant and the Vendor Manager.
- Upon being allocated space in the Artist Alley, the Artist Alley Coordinator will email the Artist a confirmation of Artist Table Assignment once all payments have been received.
- Artist cannot change or swap their Artist Table assignment, but requests for changes can be made to the Artist Alley Coordinator.
- Artist must setup and sell within their assigned Artist Table only.

For any Questions / Clarifications / Concerns, contact the Artist Alley Coordinator at artistalley@animethon.org.





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

Vendor Hall (Artist Alley) Hours of Operations			
Thursday Aug. 9, 2018	12:00 – 21:00	Artist only access to the Vendor Hall for setup.	
Friday Aug. 10, 2018	08:00 - 09:00	Artist only access to the Vendor Hall for setup.	
	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	Artist shutdown time.	
Saturday Aug. 11, 2018	08:00 - 09:00	Artist 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	Artist shutdown time.	
Sunday Aug. 12, 2018	09:00 – 09:30	Artist 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 – 20:00	Artist teardown time.	

NOTES:

- Times are subject to change without notice.
- If Artist does not show up prior to opening on Friday and/or Saturday without making prior arrangements or contacting the Artist Alley Coordinator, the Event reserves the right to resell and reallocate the table to another Artist.





The following map shows the Layout of Hall A which includes Artist Alley. All tables available for Artist Alley are numbered from T1 – T134.



