

# VENDOR PACKAGE



# **About Animethon 25**

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

Animethon was created 25 years ago by the Banzai Anime Klub of Alberta (BAKA) with the aim of promoting Japanese animation. 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!

The Vendor Hall will fill Halls B&C and will include the vendor area consisting of 100 10'x10' booth of which 94 will be available to vendors. The Vendor Hall will also feature the guest autograph area, Photo Booth, Cosplay Repair and Artist Alley. In total just under 50,000 square feet.

We are pleased to offer the pricing of both a standard and corner booth the same as last year's standard booth costs. 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 Vendor Team vendors@animethon.org

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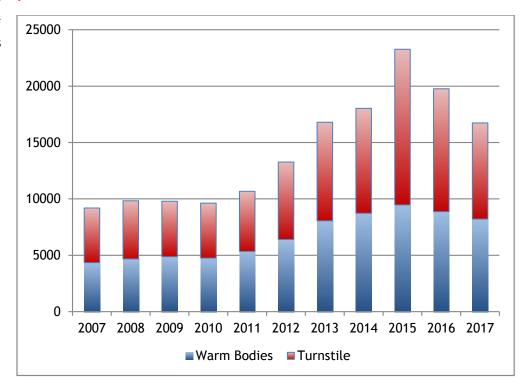
# I. Attendance and Demographics

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.

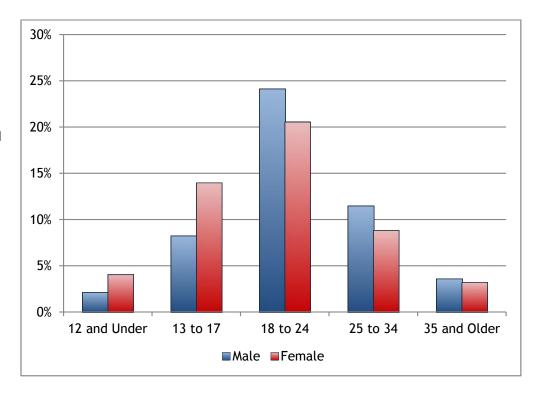
Data is shown from 2007 onwards as prior to 2007, the type of passes and methods of counting were dramatically different.

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 24 (2017).







#### II. Vendor Booth Details

Three (3) booth types are available for rental (see diagrams on right side):

**Regular Booth** (10' x 10' with one (1) 8' table, two (2) chairs) and two (2) Vendor Passes.

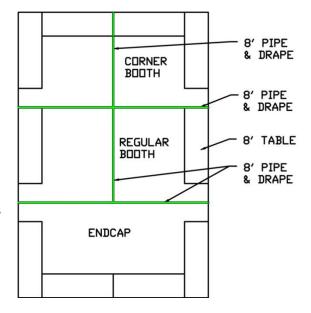
**Corner Booth** (10' x 10' with two (2) 8' tables, four (4) chairs) and four (4) Vendor Passes

**End Cap Booth** (10'x 20' which is made up of 2 corner booths with four (4) 8' tables, eight (8) chairs and eight (8) Vendor Passes.

#### **NOTES:**

All booths come with 8' high pipe and drape back and side walls (see diagram).

There are a total of 50 regular, 50 corner and/or 24 end cap booths to choose from. Any combination of booths can be ordered (Refer to Map in Appendix A for further details).



# III. Pricing

Vendor Booth	Cost
Regular Booth (c/w two (2) Vendor Badges)	\$ 600
Corner Booth (c/w four (4) Vendor Badges)	\$ 750
End Cap Booth (c/w eight (8) Vendor Badges)	\$ 1500
Additional Vendor Badge	\$ 10
Discount Event Pass (Qty. cannot exceed total vendor badges)	\$ 25
Parking (Per Stall for Thursday, Friday, Saturday & Sunday)	\$ 65

#### **NOTES:**

- Vendor Badges include entry to the Vendor Hall only.
- All pricing include GST.
- Discount Event Pass price valid only with payment for booth.
- All Passes are subject to Event Policies.
- Vendor booth pricing includes basic material handling provided by GES Show Services (Shaw Conference Centre's material handling contractor).
- Vendors may carry by hand items to their booths. All handling requiring carts, pallet jacks, etc. to transport items from the loading dock to the Vendor's booth(s) must be handled by GES Show Services during the setup and teardown hours as listed.
- Parking is located outside on Grierson Hill right across from the Convention Centre. More details to be provided for those that choose the parking option.
- 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 \$45 each).





# **IV. Booth Options**

All additional Booth options (e.g., rental of extra tables, extra chairs, power, internet) will be handled by the Shaw Conference Centre's official contractors as listed below (all provided links can also be found under Exhibitor's > Vendors section of our web page). All orders and payments are to go through the official contractors directly.

GES Show Services provide rental of all extra booth tables, chairs and other options. All options and pricing can be found at the following link: GES Online link or Document in PDF

Showtech Power & Lighting will provide options for power and lighting. All options and pricing can be found at the following links: <a href="SHOWTECH Online Link">SHOWTECH Online Link</a> or <a href="Document in PDF">Document in PDF</a>

Although basic free Wi-Fi exists in the Shaw Conference Centre, there are no guarantees it will work in the Vendor Hall. Freeman Audio Visual Canada provides options for dedicated internet services to booths. Pricing for Internet options can be found at the following links: <u>Document in PDF</u> or <u>Document in Excel</u>

# V. Signup Instructions & Process of Selection

Vendor sign up will be on-line on our website. Vendor initial signup will be available on Sunday January 21, 2018 at 12:00pm MST (at noon) and close on Friday February 9, 2018, at 11:59pm MST. 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

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.
- 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 this contract 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 license to use and 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. 9, 2018	12:00 – 21:00	Vendor-only access to the Vendor Hall for setup.		
Friday Aug. 10, 2018	08:00 - 09:00	Vendor-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	Vendor shutdown time.		
Saturday	08:00 - 09:00	Vendor preparation time.		
Aug. 11, 2018	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	09:00 – 09:30	Vendor preparation time.		
Aug. 12, 2018	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	Vendor teardown time.		

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

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 21 to February 9, 2018**. 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 **Tuesday, May 22, 2018.** 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 **Tuesday, May 22, 2018** the Vendor must pay in full for all Vendor Space. Notwithstanding 3.3, no cancellation request will be accepted for any registrations after **Tuesday, May 22, 2018** nor will any refunds be given.

#### 3.3 Refund and Cancellations

ASAPA requires a written cancellation notice no later than **Tuesday, May 22, 2018** 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 provides access to the Vendor Hall only.

# 3.6 Security and Crowd Control

ASAPA will provide a licensed Security Guard service overnight. 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 over 8' in height may be required to be inspected and approved by the Head of Safety. 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.

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.

Showtech can provide costs on hanging overhead signage (from the ceiling) about a booth provided it is approved by the EVENT first. If interested, please contact us for further information.

No one is permitted to be allocated, solely, shared or in part, both an Artist Table and a Vendor Space.

# 4.2 Food and Beverage

Unless requested in writing by **Monday, June 11, 2018** and approved by the Event, 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 photo ID.

#### 4.6 Weapons & Prop Sales Policy

The sale of any weapons by any Vendor is prohibited within the Vendor Hall, Event grounds, or other facilities used by Event with the exception of non-metal training weapons (wooden training swords, shinais, etc.) in the Vendor Space only. ASAPA may, at its absolute discretion, designate an item a weapon for the purposes of this Contract.

All training weapons must be sold only to patrons over the age of 18 who must show valid government issued photo ID prior to purchasing (the responsibility of the Vendor). All training weapons purchased must be placed in the original packaging and tagged with the vendor's name before given to the buyer. All training weapons that do not meet the requirements of ASAPA's general polices must be immediately removed from the Event grounds once given to the buyer by the vendor and it is the responsibility of the vendor to inform the buyer of this.

The sale of any props by any Vendor must comply with the Event's Prop Policy. ASAPA may, at its absolute discretion, restrict the sale of any prop.

#### 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 11, 2018**, 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. For sending a shipment to the Shaw prior to the event, contact GES (Vanessa Pare at 780-577-4532)





#### 4.10 License and Regulations

Subject to the other terms and conditions of the Contract, ASAPA grants the Vendor a non-exclusive license to use and occupy a booth(s) in the Vendor Hall during the Event. The Vendor shall be solely responsible for obtaining any licenses, permits, or approvals required by Local, provincial and federal laws (i.e. business licence, GST number, etc.), 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 may be required to provide any of the above information 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

The following map shows the Layout of Hall B&C which includes the Vendor Space. All booths available for vendor sales are numbered from 100 to 603

