



# **Dear Artists**

Coming this summer from August 9<sup>th</sup> to 11<sup>th</sup> is Animethon 26! Animethon is Canada's longest-running anime convention with attendance nearing 10,000 people over three days.

The Exhibitor Hall will fill Halls B&C with Artist Alley consisting of 131 2' x 6' tables. The Exhibitor Hall will also feature the guest autograph area, Photo Booth, and Vendors. In total just under 50,000 square feet.

Enclosed is a package with all the details, including a map layout. 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.
- 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 "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.
- 1.8 "Exhibitor" means any entity selling goods within Halls B & C.
- 1.9 "Proxy selling" refers to the selling of another Artist's work with their permission.

# 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 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. Failure to be present at the Table at the commencement of the Event may, at ASAPA's absolute discretion, result in revocation of this Licence and a 1-year suspension from participation in the Artist Alley at the Event.

# 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 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, tape, 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,) or outside the marked space the Artist has been allotted, or as determined by the Event Head of Safety or their representative.
- 7.6. Artists MUST keep their vicinity clear of what is used as a walkway by other artists. The walkways must be clear during setup, and during Exhibition Hall operating hours.
- 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. Anything taller MUST be approved by ASAPA. Storage or use of the space in front of the Table is prohibited.
- 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 during the Event, 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 Pass provides access to the Exhibition Halls A, B, and C only.

# 8. Restricted Content

- 8.1. Content that is deemed offensive or inappropriate cannot be publicly visible. Any nudity or foul language must be censored appropriately.
- 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 only be sold to those that have proven they are 18 years of age or older with Government-issued photo identification.





#### 9. Merchandise Requirements & Restrictions

- 9.1. Unless requested in writing by **Monday, June 10, 2019** and approved by the Event, the Artist shall not provide any food, beverages or consumable items, for sale or otherwise, within the Exhibitor Hall, the Event grounds, or any other facilities used by the Event.
- 9.2. 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.**
- 9.3. All fan made comics (such as Doujinshi) must clearly indicate the target age, subject matter, and copyright information. Any comics rated 18+ must be secured appropriately.
- 9.4. 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. Traced, stolen, and otherwise reproduced works are strictly prohibited.
- 9.5. Products displayed and/or sold at the Table cannot contain or include any elements protected by trademark unless the 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.
- 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 The 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 The 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 to protect their property.





- 12.2 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

- **14.1** 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.
- **14.2** 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.
- 15.4 Violators will be subject to a 1-year suspension from The Event at ASAPA's discretion.





# **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) Table per Artist.
- No business or individual is permitted to hold both an Exhibitor Space and an Artist Alley Table.
- Power cannot be supplied to any Artist Tables.
- Artists are expected to bring and maintain their own cash floats. The Event will not provide change for any Artist.
- All Artists **MUST** have their booths open during ALL hours of Exhibition Hall operation.
- The Table number (that is assigned to the table originally) must be displayed at all times during the Event. You may create your own sign or decorate the number given to you but the number must be visible at all times.
- 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 email us at <u>artistalley@animethon.org</u> or <u>exhibitors@animethon.org</u> 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.

### Parking

- When an Artist is awarded an Artist Table, they will then be offered the option to purchase parking.
- Parking will be allocated on a first-come first-serve basis, as parking availability at The Venue is limited.
- Parking stalls are assigned based on vehicle dimensions fitting a single stall (16 ft. x 9.5 ft.). The Artist is required to provide Vehicle information at the time of requesting parking. If vehicle information is not available at this time, The Artist will make alternate arrangements with the Exhibitor Team. Full payment for any Parking fees will be due on or before **May 31, 2019.**
- Parking is non-refundable and is priced per stall. 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.
- The Event will make the final determination on the location and quantity of parking stalls required based on the Artist request. Artist will be required to pay any difference prior to the start of the Event.
- Successful applicants will be issued a separate parking invoice with details on how to make payment. An Invoice number is required to properly process the payment for parking; do not submit a payment until a confirmation and an invoice have been received.
- Artists are required to sign-in and get their parking pass during load-in. Parking without a pass may result in the vehicle being ticketed and towed at the owner's expense.
- Reserved parking is valid overnight and does not have guaranteed in/out privileges. Once you vacate the parking lot your space is no longer guaranteed.





#### Pricing

	Cost (each)	
Artist Table (includes two (2) Artist Alley Passes; one for the Artist and an Assistant)	\$160	
Additional Artist Alley Pass (Limit 4 per Table for a total of 6).\$20		
Discount Event Pass (Limit 1 per Artist Alley Pass)\$35		
Parking (Per Stall for Friday, Saturday & Sunday; limit 2 per Table)\$60		
Parking (Per Stall for Thursday, Friday, Saturday & Sunday; limit 2 per Table)	\$75	

#### 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.

#### **Artist Requirements**

- Artists must be 18 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.
- Assistants must be at least 16 years of age or older. however unless they are 18 years of age or older they cannot assist with Setup or Teardown.
- Artists 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.
- Artists will not permit those not registered as their Assistant(s) to act on their behalf.

#### **Application Submissions**

- Artists will be chosen using a lottery system. Please read the following carefully.
- The Event will accept applications starting on Sunday, February 10, 2019 until the end of Friday, February 22, 2019 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. If you have made a mistake on your application, please contact <a href="mailto:artistalley@animethon.org">artistalley@animethon.org</a> as soon as possible.
- The Legal Name on your application **MUST MATCH** the name on your government-issued ID. There will be space on the form for a Preferred Name as well as an Alias/Shop Name.
- An email from the Artist Alley Coordinator will be sent to the Artist **on or before March 8, 2019** saying whether you have been selected for a table 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 for them. The order of the Waitlist is determined in same lottery fashion.
- The Event reserves the right to accept or deny applications determined by the artist's suitability to the Event.





#### **Payment Process**

- Following the lottery 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 and the table will be offered to the next person on the Waiting list.
- The 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 Exhibitor 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 <u>artistalley@animethon.org</u>. or the Exhibitor Hall Manager at <u>exhibitors@animethon.org</u>





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

Exhibitor Hall Hours of Operations			
Thursday Aug. 8, 2019	10:00 - 21:00	Artist and Exhibitor access to the Exhibitor Hall for setup.	
Friday Aug. 9, 2019	07:00 - 08:45	Artist and Exhibitor access to the Exhibitor Hall for setup.	
	08:45 - 09:15	Air-wall will be closed between loading dock and Exhibitor Hall.	
	09:00 - 10:00	Volunteer, Staff and X-PASS access to Exhibitor Hall.	
	10:00 - 19:00	Public access to the Exhibitor Hall.	
	19:00 - 20:00	Exhibitor shutdown time. Air-wall opened during night hours.	
Saturday Aug. 10, 2019	07:00 - 08:45	Exhibitor & Artist preparation time.	
	08:45 - 09:15	Air-wall will be closed between loading dock and Exhibitor Hall.	
	09:00 - 10:00	Volunteer, Staff and X-PASS access to Exhibitor Hall.	
	10:00 - 19:00	Public access to the Exhibitor Hall.	
	19:00 - 20:00	Exhibitor shutdown time. Air-wall opened during night hours.	
Sunday Aug. 11, 2019	07:30 - 09:15	Exhibitor & Artist preparation time.	
	09:15 - 09:45	Air-wall will be closed between loading dock and Exhibitor Hall.	
	09:30 - 10:00	Volunteer, Staff and X-PASS access to Exhibitor Hall.	
	10:00 - 16:00	Public access to the Exhibitor Hall.	
	16:00 - 20:00	Exhibitor & Artist teardown time.	

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

#### **NOTES:**

• If Artist does not show up prior to opening on Friday and/or Saturday without making prior arrangements or contacting the Artist Alley Coordinator by email, the Event reserves the right to resell and reallocate the table to another Artist.





#### Hall Layout

The following map shows the Layout of Hall A which includes Artist Alley. All tables available for Artist Alley are numbered from A1-A122 and B01-B09.



