

## **ANIMETHON SUMMER SWAP MEET VENDOR CONTRACT**

Presented by ASAPA

**Event:** Animethon Summer Swap Meet - as presented by ASAPA

**Location:** West Meadowlark Community League (9311 165 St NW, Edmonton, AB T5R 2S5)

**Date:** Saturday, June 23, 2018

**Public Hours:** 10am - 5pm

**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. Table Pricing and Details**

1. Two (2) table types are available for rental:
  - a. 4-foot table (with one (1) 4' table and two (2) chairs) - \$15
  - b. 6-foot table (with one (1) 6' table and two (2) chairs) - \$20
2. Table sharing/splitting is permitted.
  - a. No more than 2 individuals behind a table at any time.
  - b. An individual may not acquire more than one (1) table, or have shares in more than one (1) shared table.
    1. The opportunity to purchase an additional table may become available by the discretion of ASAPA, in which Section 2(b) would become null.
3. Individuals must be 16 years-of-age or older to rent a table.

### **2. Table Set-Up, Tear-Down and Cancellations**

1. Tabling locations will be pre-assigned.
2. Vendors must arrive and set-up their table between 8-10 AM on Saturday, June 23, 2018.
3. If an assigned Vendor fails to arrive before the start of the event's public hours, their table will be forfeited.
4. Vendors must agree to keep their table clean and not move, nail, screw, or otherwise affix anything to the table or venue.
5. Displays must be free-standing or secured in a non-damaging way to the table. ASAPA at their sole discretion can require changes to a display
6. At no point can the Vendor, or their property, block or impede access to any fire equipment, entrances, exits, or aisles.
7. Carts will not be available for public use.
8. Tear-down will occur between 5 - 6 PM on Saturday, June 23, 2018.
9. Should a Vendor leave the event with their items prior to the end of the event's public hours, their table will be forfeited.
10. Forfeited tables will be subject to resale at the discretion of ASAPA.
11. Cancellations must be e-mailed to: [secretary@asapa.ca](mailto:secretary@asapa.ca) by no later than June 9, 2018.
12. No refunds. ASAPA may, at its absolute discretion, approve a refund if there are extraordinary circumstances which are accepted by ASAPA.

### **3. Swapping/Selling Rules**

1. Subject to the other terms and conditions of the Contract, ASAPA grants the Vendor a non-exclusive license to use and occupy the table space at the Event. This license is terminable at will by ASAPA.
2. Only personal used/second-hand items will be permitted to swap/sell.
3. All Vendors must provide their own cash floats. Floats will not be provided.
4. Commercial Vendors and Artists selling new original artwork or related Alley-type applications will not be accepted.
5. Proxy selling of commercial goods and/or original artworks will not be permitted.
6. The Vendor shall not provide any food, beverages or consumable items, for sale or otherwise, within the venue.
7. Content that is deemed offensive or inappropriate cannot be publically visible.
8. Vendors must be 18 years of age or older in order to sell/trade restricted content.
9. Any offensive or inappropriate content for sale may be displayed and/or sold/swapped only to those that have previously shown they are 18 years of age or older with government issued photo identification.
10. The sale of any weapons by any Vendor is prohibited at the event. ASAPA may, at its absolute discretion, designate an item a weapon for the purposes of this Contract.
11. ASAPA, at its absolute discretion, may demand changes to any displays and merchandise.

### **4. Limitation of Liability**

1. All property of the Vendor is understood to remain in the Vendor's possession, care and control at all times.
2. 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.
3. Any damages or charges imposed for violations of any applicable laws or regulations by the Vendor are the sole responsibility of the Vendor.
4. ASAPA makes no guarantees or representations to the number of attendees at the event.
5. 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.
6. 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.

### **5. Accessibility, Parking and ETS**

1. West Meadowlark Community League is an accessible venue via the front doors on 165 Street.
2. West Meadowlark Community League is accessible by ETS routes 109, 113, 150, and 310.
3. Free parking is available along 165 Street and at Annunciation Catholic School.