

## ASAPA WHITE DAY EVENT 2019 – VENDOR CONTRACT

**Event:** ASAPA White Day Event 2019 - as presented by ASAPA

**Location:** YMCA Family Resource Centre - 9538-103A Avenue, Edmonton, AB T5H 0J3

**Date:** Saturday, March 9, 2019

**Public Hours (Vendor Portion):** 11:00 am – 6:00 pm

### OVERVIEW

The Event will take place during 11 am to 6 pm and will include Individuals selling/trading merchandise, an Artist Alley portion, Concession Area, one panel room and a free gaming area. This will be followed by a dance from 7:30 pm to 12:00 am.

Two groups of vendor tables will be available: Personal/Second Hand Merchandise (S) and Artist Alley (A) – see map. Tabling locations will be pre-assigned. We will be taking submissions via a Google form from January 21 to February 1, 2019, or until sold out. After February 1, 2019, tables will assigned in each group based on first order of signup for each group.

### 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. Table Pricing and Details

1. 6-foot table only (with one (1) 6' table and two (2) chairs) - \$35
2. Details for payment and payment deadline will be sent to all successfully applicants. Payments will be done via PAYPAL unless other arrangements are made acceptable to ASAPA.
3. A Vendor table provides two passes to the Event during the day and does not include the dance. A dance pass for those that are assigned a table is available at time of payment for \$5 (two per table max)
4. 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 4(b) would become null.
5. Individuals must be 16 years-of-age or older to rent a table.
6. Vendor's set-up is between 7:00 – 11:00 am on Saturday, March 9, 2019.
7. Vendor's tear-down will occur between 6:00 – 7:00 pm on Saturday, March 9, 2019.
8. A Vendor Table does not include parking. Finding parking is up to each vendor. The Facility does have an underground parking lot and there are several lots around the facility at varying costs.

#### 2. General Rules applicable to all Vendors

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. If an assigned Vendor fails to arrive before the start of the event's public hours, their table will be forfeited.
3. Vendors must agree to keep their table clean and not move, nail, screw, or otherwise affix anything to the table or venue.
4. The Vendor may arrange merchandise and displays in any manner within their space (defined the width of their table and three (3) feet behind their table). ASAPA, at its absolute discretion, may demand changes to any displays and merchandise.

5. At no point can the Vendor, or their property, block or impede access to any fire equipment, entrances, exits, or aisles.
6. Vendors are not allowed to use any of the electrical outlets.
7. Carts will not be available for public use.
8. The Vendor shall not provide any food, beverages or consumable items, for sale or otherwise, within the venue.
9. Proxy selling of commercial goods and/or original artworks will not be permitted.
10. 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. Vendors must be 18 years of age or older in order to sell/trade adult material
11. The sale of any weapons by any Vendor is prohibited within the Event, 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.
12. All Vendors must provide their own cash floats. Floats will not be provided.
13. Should a Vendor leave the event with their items prior to the end of the event's public hours, their table will be forfeited.
14. Forfeited tables will be subject to resale at the discretion of ASAPA.
15. Cancellations must be e-mailed to: [secretary@asapa.ca](mailto:secretary@asapa.ca) by no later than February 25, 2019.
16. No refunds. ASAPA may, at its absolute discretion, approve a refund if there are extraordinary circumstances which are accepted by ASAPA.
17. ASAPA reserves the right to change the quantity of tables available in each group.

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

1. Only personal used/second-hand items & merchandise will be permitted to swap/sell.
2. Commercial Vendors applications will not be accepted.

### **4. Artist Specific Rules**

1. Product sold at the Artist Alley must be, and/or contain, the intellectual property of the Artist the table is registered to. Commercial Vendors applications will not be accepted.
2. All fan made comics (such as Doujinshi) must clearly indicate the target age, subject matter, and copyright information.
3. 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.
4. 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.

### **5. Limitation of Liability**

1. All property of the Vendor is understood to remain in the Vendors 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.

**6. Vendor Event Map**

