

ARTIST ALLEY PACKAGE



About A Taste of Animethon

A Taste Animethon was created in 2010 by ASAPA as a Smaller winter event companion to the larger summer Animethon Festival. It has grown to include many different genres, including anime, video games, and pop culture. If you are involved in the anime, comics, modeling, gaming, or Japanese cultural products industry, or if you're just looking for an easily accessible way to garner the attention of A Taste of Animethon's youthful demographics, let your potential customers know through advertising and sponsorship of the festival.

The Exhibitor Hall occupies Hall A at the Edmonton Convention Centre and is the home of the Artist Alley. 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.
- "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** "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 Hall A.
- 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.
- 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.
- 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 Exhibitor Pass are permitted in the Hall during setup and behind the Artist TABLE at all times.

8. Restricted Content

- **8.1.** Adult or sexually explicit 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.
- **8.2.** Content that could be deemed offensive or inappropriate must be censored and have acceptable effort made to prevent content or merchandise from being accessible to minors.
- **8.3.** Any nudity or foul language must be censored appropriately.
- **8.4.** If there is a dispute of content or acceptable level of censorship, the Event will determine what is considered offensive or inappropriate.
- **8.5.** Exhibitor must be 18 years of age or older in order to sell restricted content.





9. Merchandise Requirements & Restrictions

- **9.1.** Unless requested in writing by **Wednesday, December 1, 2021** 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.** Artists are 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, but 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 is responsible 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.





- 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.
- 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 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 A of the Venue.

Artist Table

- Each Artist Table contains one (1) 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, with the exception of the Premium 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. Failure to do so may affect your ability to get a table in the future.
- 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 EAST LOADING DOCK ONLY. If you require the use of the east loading dock, please email us
 at <u>artistalley@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 / Storage

NOTE: Parking at this event is not guaranteed. In the event that reserved parking is available, then the following policy will apply.

- Parking will be available to those allocated an Artist Alley table on a first-come first-serve basis as parking availability at The Venue is limited.
- 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 of 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 requests. Artists will be required to pay any difference prior to the start of the Event.
- 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.
- When an Artist applies for space they will then be offered the option to purchase storage. Storage will be allocated
 on a first-come first-serve basis, as Storage availability at The Venue is limited. Items must be stored on a standard
 sized pallet, and may be shared between Exhibitors and/or Artists. Storage may only be accessed during setup and
 teardown hours of the Exhibitor Hall.





Pricing

	Cost (each)
Artist Table (includes two (2) Exhibitor Passes)	\$180
Additional Exhibitor Pass Preorder (Limit 4 per Table for a total of 6). \$35	
Additional Exhibitor Pass @ Door (Limit 4 per Table for a total of 6). \$40	

NOTES:

- Exhibitor Badges include access to all public areas of the event.
- 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 of 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.
- During Setup and teardown times, or while heavy machinery is in operation, those under 18 years of age are not allowed in the Exhibitor Hall Area. Special exemptions may only be made if submitted to the Event in writing.
- 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.

COVID-19 Addendum

The health and safety of our Animethon community is our top priority. Animethon is committed to providing a safe and healthy environment for everyone at our events as much as possible.

As such, ATOA:SR is instituting a **double vaccination requirement** for **all staff, artists, exhibitors**, etc. To volunteer or attend this event, everyone 12 and over will be required to provide proof of double vaccination. This will also apply to those under 12 once vaccinations are approved for those age groups. In addition, **masks will be required at all times indoors** except when consuming food or drink in designated areas. No exemptions or rapid testing will be accepted in lieu of vaccinations.

Vaccination against COVID-19 is the single most effective public health measure to reduce the spread of COVID-19. Requiring everyone at the event to be fully vaccinated against COVID-19 and to provide proof of vaccination will best support Animethon's efforts to minimize the risk of exposure to COVID-19 as much as possible.

Application Submissions

Artist Tables will be chosen using a lottery system. Premium Tables will be allocated via jury selection. Please read the following carefully:

• The Event will accept applications starting on **Wednesday, October 6, 2021 at 12:00pm MST, (at noon)** until the end of **Friday, October 22, 2021 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 artistalley@animethon.org 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 (e.g. your name is Bruce but you go by Wayne) as well as an Alias/Shop Name (e.g. your name is Bruce and your alias is Batman).
- An email from the Artist Alley Coordinator will be sent to the Artist on or before November 22, 2021 saying whether you have been selected for a table or put on the waitlist.
- 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 the 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 selection confirmation email, the Artist will receive an invoice by email for the amount due along with payment instructions and deadlines.
- Once an invoice is received the Artist can then submit their payment. Payments are to be made through the payment portal unless other accommodations have been discussed and approved by the Exhibitors Team.
- Once full payment has been received, the Artist will receive a receipt 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 set up and sell within their allocated space 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

Exhibitor Hall Hours of Operations			
Friday Jan. 14, 2022	08:00 – 16:30	Exhibitor-only access to the Exhibitor Hall for setup.	
	16:30 – 17:00	X-Pass, staff & volunteers access only.	
	17:00 – 21:00	Exhibitor Hall Hours of Operation.	
	21:00 – 22:00	Exhibitor shutdown time.	
Saturday Jan. 15, 2022	08:00 – 09:30	Exhibitor preparation time.	
	09:30 – 10:00	X-Pass, staff & volunteers access only.	
	10:00 – 19:00	Exhibitor Hall Hours of Operation.	
	19:00 – 22:00	Exhibitor teardown and move out 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.





VII. Appendix A: Exhibitor 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-A68.



