

Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement

PLEASE READ, UNDERSTAND, AND SIGN THIS AGREEMENT. IT RELEASES US FROM LIABILITY.

I. Artist Information	
Legal Name	
Studio/Pen/Artistic Name	
Address	
City	State
Zip/Postal Code	Country (if other than USA)
E-Mail Address	

Event: FanimeCon 2023

Event Sponsor: Foundation for Anime and Niche Subcultures

Sponsor Address: 798 Auzerais Avenue, San Jose, CA 95126

Event Space: Grand Ballroom of San Jose McEnery Convention Center (herein referred to as “**SJMCC**”)

Event Address: 150 W San Carlos St, San Jose, CA 95113

Event Dates: May 26-29, 2023

Event Hours:

Friday (2:00pm – 8:00pm)

Saturday (10:00am – 7:00pm)

Sunday (10:00am – 7:00pm)

Monday (10:00am – 2:00pm)

Event Sponsor shall provide the following:

One (1) 6’ x 2’ table with skirting

Two (2) chairs

Event Sponsor will not provide electricity, telephony, or a network connection

Table Fees: \$200

II. Contract Verbiage:

This written contract is between Event Sponsor and the Artist (“ARTIST”) named above who submits this agreement for the use of one assigned table in the Event Space for the Event Dates at the Event Address during the Event Hours for the Table Fees, which will be paid to Event Sponsor at the time this agreement is submitted. ARTIST agrees to adhere to all Event Policies and Regulations, including those set forth in this agreement. Only Event Sponsor’s Artist Alley Liaison (“AAL”) will have final judgment in any Violation of the Regulations. Event Sponsor reserves the right to refuse registration to anyone at any time. Event Sponsor will only accept online prepayment for registration; cash will not be accepted. The payee will be the Event Sponsor. This Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement shall encompass the entire agreement between the parties about its subject matter, superseding all previous understandings and agreements between the parties about the same. At any time, Event Sponsor and the AAL reserve the right to modify terms of this contract by notifying ARTIST via e-mail and prominently posting the changes on the FanimeCon website. ARTIST has the right to cancel the Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement by duly notifying Event Sponsor within ten (10) business days after a change is so announced and receive a full refund of Table Fees. Such cancellations must be made via email to artistalley@fanime.com. With the exception of cancellation after a change to the Agreement, refunds will only be available if ARTIST cancels the Agreement in writing before May 8, 2023. Refunds shall be issued within 90 days after May 31, 2023. Local, state, or federal laws, and SJMCC rules and regulations prevail over any conflicting terms of this Agreement.

III. CA State Seller’s Permit:

Before ARTIST may occupy any table in the Event Space, ARTIST must provide to the AAL a valid Permanent/Temporary Seller’s Permit issued by the State of California. Temporary Permits must be valid for the Event Dates and Event Space, which must be listed visibly on the Permit. If the AAL is provided with an invalid Permit, any and all fines incurred shall be the responsibility of ARTIST.

IV. Assignment of Space:

AAL retains sole discretion to make table space assignments prior to or during EVENT. AAL reserves the right to move ARTIST to another table location prior to or during EVENT if the AAL determines that to do so is in the best interest of EVENT.

V. Event Space Occupancy and Acceptable Use:

1. Before ARTIST may occupy any table in the Event Space, ARTIST must provide to the AAL proof of a valid EVENT membership.
 - a. Industry membership, unless otherwise designated by EVENT SPONSOR, does not qualify as a valid EVENT membership.
2. A single table may be occupied by a maximum of one (1) Artist.
3. ARTIST may register for a maximum of one (1) table.
4. ARTIST may only occupy ARTIST’S assigned table. ARTIST is expected to remain at the assigned table during Event Hours. ARTIST must have sufficient inventory for the Event duration. Inventory may not block aiseways or walkways, or be stored in Hallways, or otherwise present a hazard.
5. ARTIST’S table number must be visible at all times. The table numbers are Event Sponsor property and are not to be written on, taped to, or otherwise marked or obscured. Tables and chairs may not be moved from the assigned space and doing so may result in ARTIST’S removal from the Event Space without refund.
6. Securing art or any construction directly to the SJMCC equipment such as tables, chairs, and walls is prohibited.
7. ARTIST’S set-ups and displays must not interfere with neighboring tables to either side or behind the ARTIST’S table.
 - a. Set-ups or displays may not be taller than six (6) feet above the top of the provided table,
 - b. May not extend beyond the edges of the table,
 - c. May not be freestanding behind the table,
 - d. May not use floor mounted displays and must be stable and not pose a hazard.

8. **Event Sponsor is not liable for stolen or lost goods.** The doors to Event Space will be locked and secured outside of Event Hours, but this does not guarantee the security of ARTIST'S items.
9. Do not use the Event Space tables or chairs as stepladders or scaffolding. ARTIST accepts full responsibility for injury caused by using the SJMCC equipment for other than its intended purpose. If ARTIST damages any SJMCC supplied materials, ARTIST accept full responsibility for promptly replacing the damaged equipment. The tables and chairs are inspected before the convention. If ARTIST receives faulty equipment, it is ARTIST'S responsibility to immediately notify the AAL.
10. ARTIST has the right to prohibit any and all photography of their table and merchandise displayed in their assigned space.
11. All sales transactions must be completed at ARTIST'S table. Selling in other areas of the SJMCC as well as in the Event Space aisles is prohibited.
12. The use of audio devices is permitted but must be controlled. Sound should not be heard more than a reasonable distance beyond the provided table space. Event Sponsor reserves the right to determine sound interference with others and ARTIST shall immediately comply with any request by AAL that ARTIST discontinue such sound or music or be found in violation of this Agreement.
13. ARTIST is specifically prohibited from employing any carnival type attraction or operating any noise-creating devices such as horns, bells, or megaphones.
14. ARTIST must comply with all requirements, including all COVID-19 requirements, established by Event Sponsor and all local, state, federal, and SJMCC laws, rules, and regulations.

VI. Violations:

AAL will have final judgment regarding any violation of the Event rules and regulations. AAL has the right to issue warnings or terminations. If ARTIST is issued a warning, ARTISTS will comply with AAL's instructions to remove the material in question or cease the activity that is in violation. If AAL decides to terminate ARTIST from the Event Space, then, unless otherwise instructed by the AAL, ARTISTS will immediately cease all work or transactions, clean up the table, and depart the Event Space without refund. Gross misconduct or violations may result in ARTIST's badge and privileges associated with Event Sponsor being revoked and ARTIST being escorted off SJMCC property.

VII. Adult Material:

All material that is inappropriate for minors **must be** covered and/or stored away. Customers must be of legal age (18) to view, or purchase said material, and it is the responsibility of the ARTIST to verify legal age (18) prior to allowing viewing/purchasing of said material. Failure to do so will result in immediate removal of ARTIST from the Event Space without refund.

VIII. Prohibited Items:

AAL may prohibit the sale of any item at any time. Unlawful material, balloons and any form of gambling are not permitted under any circumstances in the Event Space.

IX. ARTIST Regulations:

1. ARTISTS must be eighteen (18) years of age or older at the start of the Event as verified by a federal or state government agency issued ID.
2. ARTIST may only move material to and from the Event which can be hand-carried in a single trip by ARTIST without the use of dollies, hand trucks or other mechanical equipment.
3. ARTIST may not use trademarked logos, series names, or character names in displays or signage.
4. ARTIST may offer the following merchandise:
 - a. Original items of ARTIST's own work and design
 - b. Fan art clearly showing ARTIST's own work being produced and not intended to replicate the original style or the official likeness of a work held the license holder
 - c. Collaborative works provided the ARTIST is the primary creator of the work
5. Regardless of any other provision of this Agreement, ARTIST may **NOT** offer or sell the following:
 - a. Reproductions of any existing licensed merchandise in any form if such works are not the original creation of the ARTIST
 - b. Selling, reselling or distribution of commercial products, including the unauthorized re-releasing of merchandise of any kind
 - c. Proxy selling is prohibited. This includes the works of another Artist whether or not that Artist is registered for the Event, unless that Artist is participating in a collaborative work as outlined in IX.4.c.
 - d. Food, beverages, makeup products, soap, skin care products, face painting services or hazardous items
 - e. Weapons. Cosplay prop items that are not already licensed in any form are permitted. Any weapon-like props must be authorized, and peace bonded by Rovers immediately after sale. A copy of FanimeCon's Weapons Policy must be provided with every sale by ARTIST. Please contact AAL upon registration and request to be apprised of other restrictions that must be adhered to.
 - f. On-site airbrush, enamel or oil paint-based artwork
 - g. Panels, autograph sessions, or other themed programming not previously authorized by Fan Services
 - h. Any infringing or illegal work

X. Release and Waiver of Liability:

In consideration of being permitted to participate in the "Artist Alley" at the EVENT, ARTIST), for himself or herself, his or her personal representatives, heirs, next of kin, and assigns:

1. *Hereby Releases, Waives, and Discharges any and all Claims, Causes Of Action, Rights to Recover and Demands the Undersigned may Have Against Foundation for Anime and Niche Subcultures, the Organization Sponsoring FanimeCon, and its Directors, Officers, Owners, Officials, Agents, Volunteers, Staff, and Representatives (referred to as the "Released Parties") in any way Arising out of or Related to the Undersigned's participation in the "Artist Alley"; Whether Caused by the Negligence of any of the Released Parties or Otherwise.*
2. *Hereby Covenants and Agrees Not to Sue any of the Released Parties for or in connection with any Claim, Cause Of Action, Right to Recover, Cost, Expense, or Demand, in respect of any Injury, Loss or Damage to Person or Property, Cost, or Expense the Undersigned may suffer or incur, in any way Arising out of or Related to the Undersigned's participation in the "Artist Alley"; Whether Caused by the Negligence of any of the Released Parties or Otherwise.*
3. *Hereby Agrees to Indemnify, Defend, and Save and Hold Harmless the Released Parties and each of them From and Against Any Loss, Liability, Damage, Cost, Claim, Expense or Demand Against any of the Released Parties Arising out of or Related to the Undersigned's Participation in the "Artist Alley"; Whether Caused by the Negligence of any of the Released Parties, the Undersigned's Act or Omission, Any Act or Omission of a Person Assisting or Sharing a Table Rental With the Undersigned, or Otherwise.*
4. *Hereby Acknowledges that participating in the "Artist Alley" at FanimeCon Involves the Risk of Property Damage and/or Loss to the Art and Other Merchandise Being Displayed, and that Damage or Loss May Be Compounded or Increased by Negligent Supervision, Security, or Control of the Physical Space devoted to the "Artist Alley" by the Released Parties as well as Acts or Omissions of Third Parties, Including Other Participants.*
5. *Hereby Assumes Full Responsibility for Any Risk of Bodily Injury or Property Damage or Loss, including without Limitation Damage or Loss of the Art and Other Merchandise Being Displayed, Arising out of or Related to Participation in the "Artist Alley"; Whether Caused by the Negligence of any of the Released Parties or Otherwise.*

6. *Hereby Agrees that this Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement Extends, Without Limitation, to all Acts of Negligence by any of the Released Parties, Including Negligent Supervision, Security, or Control of the Facility and Other Participants, and is Intended to be as Broad and Inclusive As Is Permitted by the Laws of the State of California. If Any Portion Hereof Is Held Invalid, It Is Agreed that the Balance shall, Notwithstanding, Continue in Full Legal Force and Effect.*
7. *This Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement Shall Be Binding on the Personal Representatives, Heirs, Next of Kin, and Assigns of the Undersigned.*
8. *The Undersigned Understands that Foundation for Anime and Niche Subcultures is relying on the terms of this Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement in Allowing the Undersigned to Participate in the "Artist Alley".*
9. *The Undersigned acknowledges that He or She has been Advised to Obtain and Maintain his or her Own Property Damage and Liability Insurance Coverage in connection with Participation in the "Artist Alley".*

IT IS THE INTENTION OF EACH PERSON ENTERING THIS AGREEMENT, BY THIS INSTRUMENT, TO TAKE FULL RESPONSIBILITY FOR, AND TO EXEMPT AND RELIEVE FOUNDATION FOR ANIME AND NICHE SUBCULTURES, THE ORGANIZATION SPONSORING FANIMECON, AND ITS DIRECTORS, OFFICERS, OWNERS, OFFICIALS, AGENTS, VOLUNTEERS, STAFF, AND REPRESENTATIVES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, WHETHER OR NOT CAUSED BY NEGLIGENCE.

XI. Miscellaneous:

This Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement (referred to as the "Agreement") may be modified only as described above or in a separate signed writing and will be governed by the laws of the State of California. No waiver of any provision will be valid unless in writing and signed by the party to be charged with the waiver. In any action to enforce this Agreement, the prevailing party shall recover reasonable attorneys' fees and experts' fees incurred in the action and in enforcing any judgment or award granted. ARTIST may not assign its rights or delegate its duties under this Agreement without the prior written consent of Event Sponsor. Any attempted assignment or delegation without such consent shall be void. No table-sharing arrangement will be of any effect without Event Sponsor's prior written consent, which may be granted or denied in its sole discretion.

Any action or proceeding under this Agreement shall be maintained exclusively in the County of Santa Clara, State of California, United States of America, and each party hereby submits exclusively to the jurisdiction of the courts of the State of California and the court of the United States of America for the Northern District of the State of California for the purposes of any such action or proceeding.

Notices to ARTIST will be effective when given by email to the addresses given above and posted on Event Sponsor's website or on the third day after deposit into the U.S. mail, postage prepaid, addressed to ARTIST at its address given above. Except for duly given notice of termination following Event Sponsor's modification of this Agreement, Notices to Event Sponsor will be effective on the third day after deposit into the U.S. mail, postage prepaid, addressed to Event Sponsor at its principal place of business as reflected in the public records; or to such other address as may be specified in a notice duly given.

XII. Agreement:

the total dollar amount in the box below:

Table Fees	One (1) Table @ \$200	Total: \$ _____
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These terms will form a binding legal contract between you and Foundation for Anime and Niche Subcultures when you check the box next to 'I AGREE' and then click on 'SUBMIT'. If you do not agree to these terms, do not check the box next to "I AGREE" and you will not be allowed to participate as a vendor at FanimeCon 2023.

By checking the box next to "I AGREE" and Submitting this Agreement to Foundation for Anime and Niche Subcultures through this Website, I Verify that I Have Read This Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement, Fully Understand and Agree to Its Terms, Understand That I Have Given Up Substantial Rights and Undertaken Substantial Obligations by So Agreeing and Submitting It, and Have Agreed to and Submitted It Freely and Voluntarily Without Any Inducement, Assurance, or Guarantee Being Made to Me. I Intend My Agreement and Submission of this Agreement to Be a Complete and Unconditional Release of All Liability to the Greatest Extent Allowed by Law.

I AGREE