



**FANIMECON**

By Fans, For Fans

798 Auzerais Ave. | San Jose, CA, USA 95126-3503  
fax: 408.297.8430

Dear Artist,

We are pleased to (finally!) announce the Artist Alley for FanimeCon 2013 in San Jose, CA from May 24 to 27, 2013.

In this packet you will find the Artist Alley table agreement. There have been a few major changes to the Artist Alley this year including its new location at the South Hall of the San Jose Convention Center. We are very excited as this will be our largest Artist Alley yet.

All Artists are required to abide by the rules and restrictions detailed in the agreement. It will also outline what items you can and cannot sell. You will be required to bring a signed copy of the agreement when claiming your table. If you are an Artist under 18 years of age by the time of FanimeCon you need your parent or guardian to complete and sign the section for Minors. Artists under 18 must also provide a photocopy of the signing parent or guardian's government issued photo identification. Please read through the entire agreement carefully!

If you have any questions do not hesitate to contact us at [artistalley@fanime.com](mailto:artistalley@fanime.com).

We look forward to seeing you at FanimeCon 2013!

-FanimeCon 2013 Artist Alley Staff

# Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement - FanimeCon 2013

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

**Artist Information** (herein referred to as “Artist”)

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Date of Birth**  
**(mm/dd/yyyy):** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**FanimeCon Membership #:** \_\_\_\_\_ **Seller’s Permit:** \_\_\_\_\_

**Art Category:** \_\_\_\_\_  
(Publications and Portfolios, Goods and Services, Fashion and Crafts)

**Event Sponsor:** Anime Resource Group, Inc

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

**Event Name:** FanimeCon 2013

**Event Place:** South Hall of San Jose Cultural and Convention Facility (herein referred to as “SJCCF”)

**Event Space:** 435 S. Market St., San Jose, CA 95118

**Event Dates:** May 24-27, 2013

**Event Hours:**

Friday (2:00pm – 8:00pm)

Saturday (10:30am – 7:00pm)

Sunday (10:30am – 7:00pm)

Monday (10:30am – 3:00pm)

**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.**

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## **I. Contract Verbiage:**

This written contract is between Artist or his parent or guardian and the Event Sponsor for the use of the table in the Event Space for the Event Dates and at the Event Place during the Event Hours for the Table Fees, which will be paid to the Event Sponsor. Artist and his parent or guardian is expected to adhere to the Restrictions. Only the Artist Alley Liaison (“AAL”) will have final judgment in any Violation of the Restrictions. The AAL reserves the right to refuse registration to anyone at any time. The Event Sponsor will only accept PayPal for registration prior to the event; cash will not be accepted. The payee will be the Event Sponsor. If Artist fails to claim their assigned table prior to the deadline as established and posted by the AAL, Artist shall forfeit their table and payment unless otherwise arranged with the consent of the AAL. This Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties. The Event Sponsor and the AAL reserve the right to modify and/or change the terms of this contract. Notifications of such changes will be made to Artist via email and will be posted on the FanimeCon website. Artist or his parent or guardian may cancel the Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement within ten business days of such changes and receive a full refund of Table Fees; such cancellations must be made via mail to the Event Sponsor Address. Refunds will not be offered after May 01, 2013 for any other reason. Local, state, and federal laws and SJCCF rules and regulations supersede this Agreement.

## **II. Restrictions on the Artist:**

1. Artist must be sixteen (16) years of age or older at the start of the Event as verified by a federal or state government agency issued ID. Artists who are not eighteen (18) years of age or older at the signing of this contract must also have a parent or legal guardian sign this Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement and also have the consent of a parent or legal guardian participate in the Event while selling at the Event.
2. Event Sponsor makes no claim of the safety and security of Artist’s property.
3. A single table may have a maximum of **two (2)** Artists. A single artist may register for a maximum of **one (1)** table.
4. Artist may offer the following merchandise:
  - a. Original hand-made items of Artist’s own work and design
    - i. Any item featuring Artist’s own original character
    - ii. Commissioned and hand-drawn works made during the convention
    - iii. Original hand-drawn items including doujinshi, fanzines and similar items
    - iv. Original hand-crafted items including etched glass, sculptures, cards, games, plush toys and dolls
    - v. Original clothing, costumes and accessories including t-shirts, bags, pins, buttons, jewelry, props, ears, tails, chain mail
    - vi. Self-published works including books, CDs and DVDs
  - b. Fan art clearly showing Artist’s work being produced and not intended to replicate the original style or the official likeness of a work held by the license holder
  - c. Collaborative works which include works from other artists provided the following:
    - i. Artist has a signed statement (or statements) of consent from all other collaborators for inclusion and sale of their artworks
    - ii. No more than one thousand (1,000) copies of each collaborative work may be sold at the Event in total by any seller.
5. Artist may **NOT** offer or sell the following:
  - a. Reproductions of any existing licensed merchandise in any form. This includes the tracing, copying, scanning, downloading or editing of copyrighted artwork, characters, and logos 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 (“bootlegging”)
  - c. “Proxy selling”: selling the works of another artist whether or not that artist is registered for the Event unless participating in a collaborative work (see 4.c)
  - d. Food or beverages
  - e. Weapons except for cosplay prop items that are not already licensed in any form. Any weapon-like props must be authorized and peace bonded by Rovers immediately after sale. A copy of the FanimeCon’s Weapons Policy must be provided with every sale. Please contact the AAL upon registration request to be appraised of other restrictions that must be adhered to.
  - f. Hazardous items
  - g. On-site airbrush, enamel or oil paint-based artwork
  - h. Makeup products, soap, skin care products or face painting services
  - i. Panels, autograph sessions or other themed programming not previously authorized by Fan Services.

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### III. Rules of Conduct:

Before Artist may occupy any table in the Event Space, Artist must produce to the AAL proof of a valid FanimeCon 2013 membership and a Seller's Permit issued by the State of California valid for the Event Dates and Event Space. Artist must also comply with the following rules of basic conduct. **Please take special note of the sections in bold. The "Artist Alley" rules will be enforced throughout the duration of the Event.**

1. Artist may only occupy their assigned table.
2. Artist is expected to maintain a presence at the assigned table. **Event Sponsor is not liable for items that are left unattended at Artist's table.**
3. Artist may only move material to and from the Event which can be hand-carried **in a single trip without the use of dollies, hand trucks or other mechanical equipment.**
4. **Event Sponsor is not liable for stolen or lost goods.** The doors to the Event Space will be locked and secured after hours, but this does not guarantee the security of Artist's items.
5. **Do not use the "Artist Alley" tables or chairs as stepladders or scaffolding.** Artist accepts all responsibility for injury caused by using the SJCCF equipment for other than its intended purpose. If the Artist should damage any SJCCF supplied materials, Artist will accept full responsibility for replacing the damaged equipment. The tables and chairs are inspected before the convention. If Artist receives faulty equipment it is the Artist's responsibility to immediately inform the AAL.
6. **Artist's table may not be moved.** Moving the tables from their original positions may result in Artist's removal from the Event Space without refund.
7. **Only two (2) chairs are permitted at each table.** Taking chairs from empty tables may result in Artist's removal from the Event Space without refund.
8. 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.
9. Securing art or any construction **directly** to the SJCCF equipment such as tables, chairs, and walls is prohibited. If the AAL sees materials taped to the provided table coverings Artist will be asked to remove them. Artist will only receive **one (1)** verbal warning. Subsequent violations will result in the expulsion of Artist from Event Space without refund.
10. Any and all set-ups or displays must not interfere with neighboring tables to either side or behind the Artist's table. Any and all set-ups or display may not block any of the aisles. All setups or displays must be stable and not pose a hazard.
11. **Balloons are not permitted** under any circumstances in the Event Space. Artists in violation will receive **one (1)** verbal warning. Subsequent violations will result Artist's expulsion from Event Space without refund.
12. **All sales transactions must be completed at your table.** Selling in other areas of the SJCCF as well as in the Event Space aisles is prohibited.
13. AAL may prohibit the sale of any item at any time.
14. All material that is inappropriate for minors must be covered and/or stored away. Customers must be of legal age (18) to view/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 expulsion of Artist from the SJCCF without refund.** The AAL will have final judgment in any violation.
15. Misconduct by Artist will not be tolerated and may result in expulsion from the SJCCF without refund.
16. Music or videos that are played at Artist's table must be at an acceptable sound level. If AAL receives a complaint, the AAL will issue a warning. Any subsequent violation will result in removal of Artist from the Event Space.
17. Artist has the right to prohibit any and all photography of their table and any merchandise displayed in their assigned space.

### IV. Violations of the Restrictions:

The AAL has the right to issue warnings or terminations. If Artist is issued a warning, the AAL will instruct Artist to remove material in question or cease the activity that is in violation of the restriction. If the AAL decides to terminate Artist from the Event Space Artist will immediately cease all work or transactions, clean up their table, and depart the Event Space immediately. Gross misconduct or violations may result in Artist's badge and privileges associated with Event Sponsor being revoked and Artist may be escorted off SJCCF property.

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**V. Release and Waiver of Liability:**

In consideration of being permitted to participate in the "Artist Alley" at FanimeCon 2013, Artist or his parent or guardian, for himself, his 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 Anime Resource Group, Inc., 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, 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 Anime Resource Group, Inc. 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 THE UNDERSIGNED, BY THIS INSTRUMENT, TO TAKE FULL RESPONSIBILITY FOR, AND TO EXEMPT AND RELIEVE Anime Resource Group, Inc., 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 CAUSED BY NEGLIGENCE.

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**VI. Minors (if applicable):**

As the parent or guardian of minor Artist and in consideration of Artist being permitted to participate in the "Artist Alley" at FanimeCon 2013, the parent or guardian of Artist, for himself, his personal representatives, heirs, next of kin, and assigns:

1. Hereby consents to the Minor's attendance at FanimeCon 2013, held in San Jose, California May 24-27, 2013 ("Event").
2. Hereby agrees to pay all charges for any harm or damage to person or property caused by the Minor in any way related to the Minor's attendance at the Event.
3. Hereby agrees to be responsible for any obligation--whether based on tort or contract--which is (or would be if the Minor were over the age of majority) the obligation of the Minor in any way related to the Minor's attendance at the Event.
4. Hereby, by signing this form and providing the attached copies, verifies the Minor's identity and certify that the Minor will obey all rules at the Event. If the Minor breaks any such rule, I will be responsible.
5. The Undersigned has attached a genuine copy of his or her driver's license or other acceptable form of government-issued identification bearing their true signature and has personally reviewed the original and certifies that it is genuine.
6. The Undersigned understands that Anime Resource Group, Inc. is relying on the terms of this Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement in allowing the minor Artist to attend FanimeCon 2013 and participate in the "Artist Alley".

The Undersigned Declares under Penalty of Perjury under the Laws of the State of California that the Statements and Contact Information Contained in this Artist Alley Release and Waiver of Liability, Assumption of Risk, Indemnity, and Table Agreement are True and Correct and the Attached Copy is Genuine, that the Undersigned Has Read This Document, Fully Understand and Agree to Its Terms, Understand That the Undersigned Has Given Up Substantial Rights and Undertaken Substantial Obligations by Signing It, and Have Signed It of the Undersigned's Own Free Will. The Undersigned Further Declares under Penalty of Perjury under the Laws of the State of California that Consent for the Minor's Attendance at the Event is Legally Sufficient, that No Consent from any Other Person Is Required, and that the Undersigned is Authorized to Give this Consent and to Make the Other Agreements Contained Herein.

IT IS INTENTION OF THE UNDERSIGNED, BY THIS INSTRUMENT, AMONG OTHER THINGS, TO TAKE FULL RESPONSIBILITY FOR, AND TO EXEMPT AND RELIEVE ANIME RESOURCE GROUP, INC. AND ITS DIRECTORS, OFFICERS, OWNERS, OFFICIALS, AGENTS, VOLUNTEERS, STAFF, AND REPRESENTATIVES FROM, LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Minor Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Parent/Guardian Daytime Telephone No.

\_\_\_\_\_  
Parent/Guardian Evening Telephone No.

\_\_\_\_\_  
Parent/Guardian Email Address

Type of Parent/Guardian Identification: \_\_\_\_\_

Parent/Guardian Identification Number: \_\_\_\_\_

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<b>STAFF USE ONLY</b>	<b>Artist name:</b>	<b>Permit Number:</b>	<b>Paid:</b>	<b>Cashier:</b>	<b>Table Number:</b>
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**VII. Agreement:**

Enter the total dollar amount in the box below

<b>Table Fees</b>	One (1) Table @ <b>\$85.00</b> (from 01/01/13 until 5/23/13)  Total: \$ _____
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*At-con, the price will be \$30.00 per day*

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 Signing It, and Have Signed It Freely and Voluntarily Without Any Inducement, Assurance, or Guarantee Being Made to Me and Intend My Signature to Be a Complete and Unconditional Release of All Liability to the Greatest Extent Allowed by Law.

**Artist:<sup>1</sup>**

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date

**Parent/Guardian  
(if applicable)**

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date

**FanimeCon:**

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date

<sup>1</sup> Do not mail in this form unless specifically asked to. Generally, all items are handled electronically in advance of the Event.