

Kumoricon 2018 Artist Alley Agreement

This contract between Altonimbus Entertainment (“Altonimbus”, “we”, or “our”) and Artist (“you” or “your”) constitutes an agreement for Altonimbus to provide you with space in the Kumoricon 2018 Artist Alley in exchange for the rental fee.

Location of Event. Kumoricon 2018 will be held at:

Oregon Convention Center
777 NE Martin Luther King, Jr Blvd
Portland, OR 97232

The Oregon Convention Center may also hereafter be referred to as “the Convention Facilities”.

Dates of Event:

Friday, October 26, 2018
Saturday, October 27, 2018
Sunday, October 28, 2018

Placement of Space. We will provide you with a designated space in Artist Alley. We may change this location prior to the Event. You may not sell or distribute items, or set up any exhibits or signs, outside of your designated space.

Space Rental Fee. The rental fee is as follows (endcap tables have limited availability):

\$175 for **full** table, with **two (2)** accompanying convention memberships and badges
\$90 for **half** table, with **one (1)** accompanying convention membership and badge

You are limited to one full table, or one half table.

Furniture Provided. We will provide a 6-foot by 2-foot table and two chairs.

Additional Convention Memberships. One additional membership for half tables, or two additional membership for full tables, may be purchased for \$50 (or \$35 for individuals who will be under the age 13 as of the setup date) each. Membership purchases beyond the maximum number may be requested and granted in our sole discretion. Payment for additional memberships must be paid for when registering the additional membership(s).

Portland Business License. You must have a business license for the city of Portland as of the time that setup begins, and provide it to us on request. You may obtain a temporary license from the Portland Office of Management & Finance. Please keep in mind it takes about two weeks on average to process your payment and provide a number.

Payment Terms. Payment is due in full at the time of signing this contract. Failure to provide payment will result in cancellation of this contract and be considered a “Breach by You” as described further below.

Rejected Payments. In the event that your payment is rejected, then the full outstanding amount, in addition to any fees charged to us by our bank or payment processor, will be immediately due upon notice to you.

Check-In. You may check in during setup hours, listed below. Check in at the specialty badge booth in Registration to collect your badge(s), and then at the control booth in Artist Alley to receive your welcome packet. You **must** check in and acquire badges before setup.

Installation and Removal Times.

You may begin setup at 2:00 PM, Thursday, October 25, 2018. Setup on Thursday will be available until 8:00 PM. Setup on Friday will resume at 8:00 AM.

You **must** finish setup by 10:30 AM, Friday, October 26, 2018. Tables may not be set up after Hall C opens to attendees. Tables found empty at the start of Artist Alley hours will result in cancellation of this contract and be considered a “Breach by You” as described further below.

You **must** finish removal by 7:00 PM, Sunday, October 28, 2018. We may store and/or ship materials not removed by this time at your expense. We are not liable for any loss or damage as a result of this storage or shipment.

Artist Alley Hours:

Friday, October 26, 2018:	11:00 AM to 7:00 PM
Saturday, October 27, 2018:	11:00 AM to 7:00 PM
Sunday, October 28, 2018:	10:00 AM to 4:00 PM

You, or your assistant(s), **must** attend to your space during these entire hours and may not dismantle, begin tear-down, or close business early. If you leave your space unattended, we may take possession of the space and/or any merchandise, and we are not liable for any loss or damage to the merchandise as a result.

If you need to unexpectedly leave your space for a brief period of time, please contact our staff for assistance.

Adjustment of Hours. We may adjust the times for installation, removal, and open hours with reasonable notice to you, and the provisions of this contract will apply to the new times.

No Subletting. You may not allow another business, organization, or person to share your space without our written permission.

Care of Convention Facilities. You may use only designated loading stations, entryways, or exit-ways for freight, cargo, or merchandise. Any cargo larger than hand freight must be moved by our designated vendor.

You may not nail, tack, staple, tape, or glue materials to ceilings, walls, painted surfaces, or columns, and may not drill or punch any holes into such places.

You must keep your space clean and free of garbage.

No outside food or drink is allowed within the Convention Facilities.

Common Aisles and Areas. Aisles, passageways, and overhead spaces are considered outside of your designated space. If the arrangement of your exhibits or demonstrations causes attendees to block aisles or common spaces, we may require you to rearrange your exhibits or activities accordingly.

Sound/Video Playback and Noise. You may play or create sound, music, or video, but it must be reasonable in volume and content. Any such sound or music may not annoy or distract attendees or

other artists, considering both the volume and character of the sound, in our sole discretion, and may not contain profanity or other offensive content, in our sole discretion.

You may not bark or shout as a form of advertisement.

Fire and Safety. We may require changes to your exhibits (including table or displays) if needed to comply with any applicable fire or safety laws or requirements.

Artist-Created Items Only. The Artist Alley is intended to be a showcase for independent artists. Therefore, you may only display, distribute, or sell items which are original creations of the artist(s) at the table.

Items not meeting these provisions will not be allowed.

Bootlegs. Kumoricon is a “no bootleg” convention. We actively patrol and enforce this policy. You may not display, distribute, or sell any CDs, DVDs, video games, plushies, posters, other merchandise, or any other item that is produced without authorization from the intellectual property owner or otherwise in violation of copyright law. The United States is a signatory to the Berne Convention, which incorporates international copyrights under U.S. law, so items may be illegal here even if they are not illegal in their country of manufacture.

Trademarks. You may not display, distribute, or sell any material that contains trademarked names, images, or materials of any kind unless you are authorized to do so by the intellectual property owner. In such cases, you must carry and submit proof of such authority during table inspections.

Food and Beverage. You may not display, distribute, or sell fresh or pre-packaged food or drinks unless you have obtained our written permission. As a condition of our permission, we may require you to enter a contract with or make payments to the Oregon Convention Center, and we may consider breach of that contract or failure to make such payments to be a breach of this contract, in our sole discretion, and apply any appropriate remedies.

To be allowed to display, distribute, or sell food or beverage, you **must receive written permission** from us and ask us for this permission by September 28, 2018, or at the same time you submit this contract, whichever is later. Such permission is provisional on the outcome of booth inspections, as described in the “Table Inspection” section below.

Adult Material. “Adult Material” is defined as material containing explicit sexual content or extensive graphic violence; or which is marketed or identified as pornography or adult material, including but not limited to labels such as “adults only”, “not for children”, or established ratings such as NC-17 (MPAA) or AO (ESRB). In truly ambiguous cases, we may decide in our own discretion as to whether any item shall be considered “Adult Material”.

To be allowed to display, distribute, or sell Adult Material, you **must receive written permission** from us. Requests must be submitted at the time of application. Such permission is provisional on the outcome of table inspections, as described in the “Inspection” section below.

You may only distribute or sell Adult Material to persons at least age 18, and **must** check government photo ID which bears the person’s date of birth. You must check ID **regardless of the person’s apparent age**, whether the person appears to be 18 or 95.

Weapons and Weapon Replicas. To be allowed to display, distribute, or sell weapons or weapon replicas, including but not limited to any real or replica swords, knives, or blades, you **must receive**

written permission from us and ask us for this permission by August 30, 2018, or at the same time you submit this contract, whichever is later. Such permission is provisional on the outcome of table inspections, as described in the “Inspection” section below. When you request permission, you need to provide us with a detailed list and description of each item, and whether you intend to display or sell it. We may require more information from you before reaching a decision.

You may not display, distribute, or sell functional projectile weapons, including firearms, crossbows, airsoft pistols, toy guns which launch foam projectiles, and other non-firearm-like items like throwing stars.

You may only distribute or sell weapons or weapon replicas to persons at least age 18, and **must** check government photo ID which bears the person’s date of birth. You must check ID **regardless of the person’s apparent age**, whether the person appears to be 18 or 95.

You may not allow weapons or weapon replicas to be handled by minors, or display them in such a way that this is likely to occur.

You may not allow anyone who is not an employee or agent of your business to demonstrate or show weapons or weapon replicas to potential customers, nor display them in a manner in which they are easily accessible to being handled by attendees. Glass cases, closed cases, or being placed securely in the back of tables is recommended.

We may give you permission to distribute or sell an item which is otherwise not allowed at the convention, based on the Convention Code of Conduct. If this is the case, then:

- The sold item must be placed in a box and sealed with tape or zip-ties; and
- You must inform any purchaser of such an item that they need to immediately take it off site and keep it there for the duration of the convention, and not open the box within convention space.

We may give you permission to distribute or sell an item which is allowed at the convention, but which must be peace-bonded, per the Convention Code of Conduct. If this is the case, then:

- For bladed items such as swords, knives, or blades, the sold item must either be in a protective case, or in a sheath in which the blade is zip-tied to the holder; and
- You must inform any purchaser of such an item that they need to immediately bring the item to be peace-bonded, or remove it from convention space.

Table Inspection. We may inspect your table at our sole discretion in order to enforce this contract. We will always inspect your table if you are planning to display, distribute, or sell Adult Material, or Weapons and Weapon Replicas, as described in the previous respective sections. Adult Material, and Weapons and Weapon Replicas shall collectively be known as “Covered Items”.

If we have given you permission to display, distribute or sell Covered Items, then we will inspect your table shortly before the open of Artist Alley **each day**. During the pre-open inspection, **all** Covered Items to be displayed or available for sale must be present as you intend to display them. If any such Covered Item is not present, you cannot display, distribute, or sell it that day.

During either a pre-open or an open-hours inspection, we may, at our sole discretion, **require changes** to the way any Covered Items are displayed, or **deny** permission to display, distribute, or sell one or more items that is in violation of any term in this agreement. In our sole discretion, we may decide that a particular Adult Material item is patently too offensive to be allowed, or that a particular Weapon or

Weapon Replica item is too dangerous to be allowed, or in violation of any applicable standards we may set.

Confiscation of Items. If you display, distribute, or sell an item that is in violation of the “Bootlegs” or “Trademarks” sections; fail to make any display changes we required in an earlier inspection; display, distribute, or sell an item for which we previously denied you permission; or display, distribute, or sell a Covered Item that was not present during that day’s pre-open inspection, then we may confiscate any such item without liability for its safekeeping, and the provisions in the “Breach by You” section still apply additionally.

Grab Bags. You must open surprise “grab bags” for inspection on request of our staff. Therefore, it is your responsibility to have the means to re-seal them at the Event if you wish to do so.

Grab bags may not contain items which are Food or Beverage, Adult Material, Weapons, or Weapon Replicas per the respective sections above.

Listing and Promotion. You grant us permission to use, display, and reproduce your name(s) and merchandise descriptions in our directories and promotional materials. We will use reasonable care for accuracy, but we aren’t liable for errors such as misspellings.

We may photograph and/or video record your space and use such materials as part of our promotions.

Additional Policies. You, as a convention member, are bound by the standard convention policies, as may be amended from time to time. Such policies can be found on our website, at <https://www.kumoricon.org/code-of-conduct>, and/or we may communicate additional policies directly to you. You are also bound by any rules and regulations of the Convention Facilities, as we or they may communicate to you. You must exercise reasonable standards of politeness and decorum in your interactions with and around other people within Artist Alley, in our discretion.

Cancellation by You. You may cancel this contract before the Event by written notice to us, but no refund of the rental fee will be due.

Breach by You. If you are in material violation of any provision of this contract, except as described below, we will notify you and require you to remedy the breach as soon as is reasonably possible. If you do not remedy the breach, we may cancel the contract for cause, as described below.

If you are in material violation of this contract in any of the following ways, we may, at our option, cancel the contract for cause **without** giving you the opportunity to remedy the breach:

- Non-payment of rental fees or any other amounts owed when due, or once installation has begun, whichever comes first
- Failure to provide a Portland Business License upon request once installation has begun
- Failure to finish setup by the required date and time
- Violation of the “No Subletting” section
- Violation of the “Food and Beverage” section
- Violation of the “Trademarks” section
- Violation of the “Bootlegs” section
- Violation of the “Adult Material” section
- Violation of the “Weapons and Weapon Replicas” section (excluding the last two paragraphs about notification to attendees about Convention Code of Conduct or peace-bonding)
- Violation of the “Table Inspection” section
- Violation of the paragraph of the “Grab Bags” section forbidding certain items

- Any display, distribution, or sale of illegal items
- Repeat of any violation after we have notified you, whether or not you previously remedied it
- Any violation, which, by its nature, does not allow for quick remedy
- Any action which causes substantial disruption or threatens the safety of any person within Artist Alley or Event, in our discretion

Although this contract does not create any obligation for us to renew or offer you a similar Artist Alley contract for future events, you should be aware that we may consider breaches of this contract, even if remedied, in deciding whether to invite you back. We may effectively “ban” you, at our sole discretion, from future events, particularly, without limitation, for violations of the “Bootlegs”, “Adult Material”, “Weapons and Weapon Replicas”, and “Table Inspection” sections.

Cancellation by Us. We may cancel the contract for cause, as described in the “Breach by You” section. If we do so, no refund of the rental fee will be due, and you won’t be released from any liability. If the Event is in progress, we will require you to immediately remove your exhibits and all other property, and vacate the Convention Facilities. If you do not or cannot, we may take possession of your property, and store and/or ship such property at your expense. If we do this, we are not liable for any loss or damage as a result of this storage or shipment.

We may cancel this contract without cause, for any reason or no reason. If we do this, we will refund any of your payments.

Change of Dates or Location. We may change the dates of the Event, postpone the Event, or change the locations of the Event, with notice to you. If we move the Event to different dates or postpone it without stating new dates, or change the locations of the Event to be totally outside of the listed Convention Facilities, then you have the additional option to cancel this contract before the Event by written notice to us, with a refund of any of your payments due to you. This cancellation option expires 30 days after we notify you of the facts that give rise to it, as described in this paragraph, and is waived if both you and we sign an amended agreement.

Responsibility for Taxes, Licenses, and Visas. You are solely responsible for paying any applicable taxes, obtaining any permits, licenses, and/or approvals under local, state, and federal law applicable to your participation in Artist Alley, including but not limited to a temporary or permanent business license from the Portland Office of Management & Finance, and visas for artists joining us from out of the country.

Your Assumption of Risk. You are solely and fully responsible for your exhibit material, merchandise, and other property at all times. If we, or the Convention Facilities, store any of your property, or if you ship any property to us or the Convention Facilities, it is as a courtesy, and no bailment or assumption of liability is created.

It is solely your responsibility to obtain any insurance you desire against liability or for the protection of your property.

You expressly assume all risks associated with, resulting from or arising in connection with your participation in or presence at the Event, specifically including, but not limited to, all risks of theft, loss, harm, or damage to property, or personal injury or death, or loss of business or profits.

No Warranty. Other than as specified in this contract, we don’t make any specific promises about your participation in Artist Alley or the Event. For example, we don’t make any promises about the number of attendees. Some jurisdictions provide for certain warranties, like the implied warranty of

merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Limitation of Liability. When permitted by law, Altonimbus Entertainment, and the Convention Facilities, will not be responsible for lost profits or revenues, financial losses, or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Altonimbus Entertainment, and the Convention Facilities, for any claim under this contract, including for any implied warranties, is limited to the amount you paid us under this contract.

In all cases, Altonimbus Entertainment, and the Convention Facilities, will not be liable for any loss or damage that is not reasonably foreseeable.

Indemnification. You will hold harmless and indemnify Altonimbus Entertainment and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to your participation in Artist Alley or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Governing Law. This contract is governed by the laws of Oregon, U.S.A. as applied to contracts entered into and entirely performed within such state. You agree that the courts located in Oregon shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. You waive any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Portland, Oregon, located in Multnomah County.

Severability. If it turns out that a particular provision in this contract is not enforceable, this will not affect any other provisions.

Signature. Each party's signature indicates that they have read, understand, and agree with the terms set forth.

Table size and/or endcap choice

Artist Title/Business Name to Display on Listings

Name of Artist – Please print
Please specify Name on ID first, and then Preferred Name (if desired), in that order

Date of Birth

Signature of Artist

Date of Signature

Signature of Artist Manager or Director of Relations,
acting for Altonimbus Entertainment

Date of Signature

For Full Table option, Name of Artist #2 – Please print
Please specify Name on ID first, and then Preferred Name (if desired), in that order

Date of Birth