

ANIME EXPO. 2008

JULY 3 - 6, 2008 LOS ANGELES CONVENTION CENTER ARTIST ALLEY CONTRACT

This is a contract for a space at the Anime Expo® 2008 Artist Alley, which will become a contract between the Society for the Promotion of Japanese Animation (“SPONSOR”) and the person or persons renting the space (“SIGNATORY”) upon acceptance. It is based on the terms set forth below, in addition to forthcoming updates and amended information, all of which constitute part of this contract.

1. **QUALIFICATION:** Artist Alley space is only offered to those with a Full Membership to Anime Expo® 2008.
2. **SPACE FEE:** The registration fee is SEVENTY DOLLARS (\$70.00) per full table for the entirety of the convention.
3. **LOCATION AND PLACEMENT:** The Anime Expo® 2008 Artist Alley will be held in the Los Angeles Convention Center. All activities related to the Artist Alley will be restricted to only those areas as designated by the SPONSOR. SPONSOR reserves the right to make changes at any time during the interval leading up to and during the course of the event.
4. **RESERVATIONS:** SPONSOR will only be accepting a limited number of reservations for the Artist Alley. SIGNATORY must have an Anime Expo® membership registration number assigned by SPONSOR in order to use a table in the Artist Alley. Space reservation will be confirmed via e-mail. SIGNATORY must attend Anime Expo® and check in with the Artist Alley staff to confirm their participation in the Artist Alley. Reservations are held until 12 PM on the first day of the convention (unless prior arrangements are made with the Artist Alley staff).
5. **USE OF SPACE:** It is understood that there may be no more than two persons (SIGNATORY or otherwise) behind a table at any given time.
6. **CROWD CONTROL AND ETIQUETTE:** SIGNATORY shall conduct itself at all times in accordance with normal standards of decorum and good taste. SIGNATORY is expected to control the flow of traffic around his or her reserved space. Furthermore, SIGNATORY is expected to follow basic rules of etiquette in regards to use of space and level of noise in the Artist Alley. Should crowd control or complaints regarding behavior become a repeated problem (as identified by SPONSOR) SIGNATORY may be asked to vacate his/her reserved space and may further be permanently banned from Anime Expo® and/or the Artist Alley.
7. **PRODUCTS AND SERVICES TO BE DISPLAYED AND/OR SOLD:** (a) All items on sale must be an original creation by SIGNATORY. DVDs, model kits, manga/comic books, production cels, or other commercially produced items of any type will not be permitted to be sold in the Artist Alley. (b) Mass production of prints, posters, buttons, and other items is prohibited. SIGNATORY may refer to the Artist Alley 2008 website for clarification on what constitutes “mass production.”
8. **ARTIST ALLEY HOURS:** The Artist Alley staff will be present during the times listed below, however SPONSOR reserves the right to change the posted hours as deemed necessary.

	Artists Only	Open to Attendees
July 2, 2008	3:00PM – 6:00PM	
July 3, 2008	8:00AM – 12:00PM	11:00AM – 7:00PM
July 4, 2008	9:00AM – 10:00AM	10:00AM – 7:00PM
July 5, 2008	9:00AM – 10:00AM	10:00AM – 7:00PM
July 6, 2008	9:00AM – 10:00AM	10:00AM – 3:00PM

Check-in and set-up on Thursday begins at 8:00AM and continues until 12:00PM.

Outside the hours listed above, Artist Alley staff and SPONSOR will not be available for any reason, and cannot be held liable for any incidents or damages that may occur during those hours.

9. TAXES AND LICENSES: It is understood that the SIGNATORY of this contract is responsible for obtaining any licenses, permits, or approvals required under law applicable to their activity at Anime Expo® 2008. The SIGNATORY shall be responsible for obtaining any tax identification numbers and paying all the taxes, license fees, fines, or any charges that shall come due to any governmental authority in connection with their activity at Anime Expo® 2008. SIGNATORY will be required to provide a California Seller's Permit temporary or otherwise, from the California Board of Equalization, available through the internet at <http://www.boe.ca.gov/pdf/boe400spa.pdf> or by phone at 1-800-400-7115. Additional information can be found at <http://www.boe.ca.gov/>.

10. HOLD HARMLESS: SIGNATORY agrees to assume all risk, and to indemnify and hold harmless SPONSOR, the Los Angeles Convention Center, its owners, officials, officers, volunteers and employees (also identified as "INDEMNIFIED PARTIES") from and against any and all claims, demands, defense costs, liability, expense or damages of any kind or nature arising out of or in connection with the SPONSOR's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense or damages arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES. Furthermore, SIGNATORY agrees to defend INDEMNIFIED PARTIES from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of the connection with SIGNATORY's or SPONSOR's use of leased premises.

11. RESPONSIBILITY: SIGNATORY assumes responsibility and agrees to indemnify and defend against any claims or expenses arising out of the use of the Artist Alley location. INDEMNIFIED PARTIES will not be held responsible for any injury, loss or damage that may occur to SIGNATORY or property from any cause whatsoever.

12. INSURANCE: SIGNATORY understands that neither SPONSOR nor the Los Angeles Convention Center maintain insurance covering SIGNATORY's property and it is the sole responsibility of the SIGNATORY to obtain such an insurance.

13. LIABILITY: SPONSOR, its agents or representatives, will not be liable for any injury, loss or damage that may occur to SIGNATORY or property from any cause whatsoever. SPONSOR shall not be liable for failure to perform its obligations under this contract as result of strikes, riots, act of God, or any other cause beyond SPONSOR's control. Anyone visiting, viewing, or otherwise participating person/persons with the SIGNATORY is deemed to be the invitee or licensee of the SIGNATORY, rather than the invitee or licensee of the SPONSOR. SPONSOR shall not be liable for any injury whatsoever to the invitees, licensees, or guests of SIGNATORY. SIGNATORY assumes full liability for the action of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agree to hold harmless INDEMNIFIED PARTIES from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omission of its agents, employees, or independent contractors.

14. WARRANTY: There is no other agreement or warranty between the SIGNATORY and SPONSOR except as set forth in this document. The rights of SPONSOR under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of SPONSOR. Any action which

SPONSOR or SIGNATORY may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought forth in state court located within the Commonwealth of California, and SPONSOR and SIGNATORY hereby waive all questions of personal jurisdiction or venue order to give effect of this provision. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect.

15. SECURITY: SIGNATORY is solely and fully responsible for SIGNATORY's property. All property of SIGNATORY is understood to remain in SIGNATORY's care, custody and control in transit to or from or within the confines of the Artist Alley.

16. ADULT MATERIAL: It is understood that the SIGNATORY may not display material depicting nudity or sexual conduct. SIGNATORY may keep such materials out of view and have a sign displayed indicating such a portfolio exists and is available to adults upon request. Adult material must not be accessible to minors in any way. No adult material may be sold, given, or distributed to any minor. Failure to comply may result in but is not limited to the SIGNATORY's expulsion from Anime Expo®, arrest, and/or criminal prosecution.

17. ENFORCEMENT: SPONSOR reserves the right to require SIGNATORY to remove items from public display if they are not deemed appropriate by standards set by SPONSOR. SPONSOR reserves the right to revoke facilities provided for SIGNATORY at the discretion of the SPONSOR.

18. ADDITIONAL RULES: Any amendment or modification to this contract must be in writing and signed by an authorized representative of SPONSOR. SIGNATORY may not assign this contract or any right hereunder nor may SIGNATORY sublet or license all or any portion of its table space without the prior written consent of SPONSOR, which consent shall be in SIGNATORY's sole discretion. SPONSOR reserves the right to include additional lines, limitations, or other restrictions. For details on any rules or limitations, see the Anime Expo® website at <http://www.anime-expo.org>.

19. MISCELLANEOUS: This Contract shall be treated as though it were executed and performed in Anaheim, California, and shall be governed by and construed in accordance with the laws of the United States of America and of the State of California (without regard to conflict of law principles). The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS CONTRACT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN FOR USAGE OF THE ARTIST ALLEY AT ANIME EXPO® AND HEREBY AGREE TO BE BOUND AND COMPLY WITH THE TERMS. I FURTHER ACKNOWLEDGE THAT FAILURE TO ABIDE BY THE TERMS FOR THE ARTIST ALLEY AT ANIME EXPO® MAY RESULT IN LOSS OF ALL SPONSOR-PROVIDED PRIVILEGES WITHOUT RECOURSE OR REFUND. NO VERBAL AGREEMENTS WILL BE HONORED.

Primary Artist (Print Name)

Signature

Date