

**ANIME EXPO® 2019**  
**SCHEDULE A: STANDARD TERMS AND CONDITIONS: ARTIST ALLEY**

**1. Defined Terms**

**READ THESE TERMS AND CONDITIONS CAREFULLY.**

By contracting to rent an artist table at Anime Expo® ("AX") 2019 and by exhibiting your art at AX's Artist Alley, you agree to abide by these Standard Terms and Conditions (the "Standard Terms"). The "Event" means Anime Expo®, currently scheduled July 3, 2019 through July 7, 2019 ("Event Dates") at the Los Angeles Convention Center ("Event Facility"). The Event is owned, produced, and managed by The Society for the Promotion of Japanese Animation ("SPJA"). "SPJA" means SPJA and its authorized representatives. "Artist" means: (i) the artist, (ii) the artist's company, (iii) those staffing the artist's table or otherwise acting as artist's representative or agent with regard to the Event; (iv) any other entity or person that applied for artist space rental and signed this contract for artist; and (v) each of artist's owners, officers, directors, members, shareholders, employees, contractors, agents, representatives, and invitees. Artist Alley Packet and Regulations are rules and regulations for Artists. "Minor" means a person under 18 years old. Artists are solely responsible for verifying age where applicable.

**2. Youth Protection Policy**

(a) All personnel who will be present at the Event on Artist's behalf shall read SPJA's Youth Protection Policy ("YPP"), and are strongly encouraged to view the YPP training videos. Both the Youth Protection Policy and the YPP training videos are at: <http://www.youthprotectionportal.org/>

(b) Although not required, Artist is strongly encouraged to conduct criminal background checks on all personnel who will be present at the Event on Artist's behalf, and may do so at SPJA's expense through its third party vendor. No one may attend the Event who is disqualified under YPP Section 5, "Disqualifying Criteria".

**3. Contract Acceptance & Remedies**

This contract shall become binding and effective when fully executed by both Artist

and SPJA. If Artist violates this Agreement, the Standard Terms, the Youth Protection Policy, other SPJA Policies, or any of the Artist Alley Packet and Regulations, SPJA may in its sole discretion and without limiting any of its other remedies, close a table, withdraw acceptance of this Agreement, or refuse to permit the Artist to participate in future events.

**4. Qualifications of Artist**

To participate in Artist Alley, Artist must purchase an Anime Expo® 2019 Artist Alley Table Package. SPJA, in its sole discretion, has the right to determine whether a prospective artist is eligible to participate in the Event. All applicants may be required to submit additional information about their business and the art that they intend to exhibit.

**5. Payment Terms**

Artist must pay one hundred percent (100%) of the total Anime Expo® 2019 Artist Alley Table Package fee immediately upon applying for Artist Alley on-line. (b) For all Program Guide advertising, Artist must pay one hundred percent (100%) of the total fee upon SPJA's approval of Artist's application for space in the Program Guide. All fees paid are non-refundable and non-transferable, except as set forth in Section 31 (Cancellation by Artist). Checks shall be payable to SPJA and noted as "AX 2019 Artist Alley".

**6. Artist's Failure to Pay**

(a) If Artist fails to make any payment required by that payment's deadline, SPJA may terminate the Agreement and Artist's participation in the Event immediately without further notice and without any obligation to refund monies previously paid, the table space shall revert back to SPJA, and the Artist shall remain liable for the full payment for the Table Package. (b) Applications will not be accepted unless an Artist has complied with all past financial obligations to date with respect to SPJA. (c) SPJA reserves the right at its discretion to refuse Artist permission to move in and set

up a table if any payment due to SPJA is in arrears. (d) SPJA may, but has no obligation to occupy or dispose of any space vacated or made available by reason of action authorized by this Agreement, without releasing Artist from any liability hereunder. (e) Releasees reserve the right to enforce their rights under this Agreement, including but not limited to their indemnification rights.

**7. Rights of Offset; Enforcement**

SPJA may apply funds due to Artist under this contract, if any, to offset any other debt or obligation that Artist owes to SPJA whether or not such indebtedness arises from this Agreement.

**8. Assignment of Table Space**

SPJA has the sole discretion to assign Artist Alley table space. Such assignment does not imply that similar space will be assigned for future events. SPJA reserves the absolute right to change the floor plan or to move an Artist to another location prior to or during the Event.

**9. Table Space Occupancy**

SPJA has sole discretion to designate hours and dates for installing, occupying, and dismantling tables. If Artist fails to install its display in its assigned space by one hour before the Event opens or leaves its space unattended during the Event hours, SPJA shall have the right to take possession of the space and no refund will be due to Artist. Artist may not dismantle the display until the Event is officially closed by SPJA. If additional labor hours or overtime, are required for installation and/or removal of the table, then Artist shall pay such charges within thirty (30) days of the Event as billed. Nothing in this Section 9 shall limit SPJA's rights under Section 31 (Cancellation by Artist).

**10. Artist Alley Passes**

Provided the Artist has paid in full on time, the Artist shall receive one (1) Artist Alley Pass for either the One Table or Two Table Artist Alley Table Packages, which badge shall be

for the primary artist only. For an additional fee, Artist may purchase up to two (2) additional Artist Alley Passes per Artist Alley Table Package, which badges will be sold to Artist at a later date by means of an access code provided to Artist by SPJA. There may be only one (1) subsidiary artist per table. For example, the One (1) Artist Table Package may have two (2) non-artist helpers OR (1) subsidiary artist; and the Two (2) Artist Table Package may have two (2) subsidiary artists and three (3) non-artist helpers, OR one (1) subsidiary artist and four (4) non-artist helpers, OR five (5) non-artist helpers. Regular badges to Anime Expo do NOT provide access to Artist Alley during set-up and take-down hours, and do NOT provide permission to sit behind an Artist Alley table. No parking vouchers or parking passes are available.

#### 11. Artist Alley Packet and Regulations

Before the Event, SPJA will prepare an Artist Alley Packet and make it available online. The Artist is solely responsible for ensuring it downloads and reads the Artist Alley Packet. The Artist Alley Packet will include information essential to participation in the Event, including but not limited to Artist Regulations, registration information, table display rules, and move-in/move-out schedules. SPJA may amend, revoke, or adopt Artist Regulations from time-to-time, upon three (3) hours' notice to Artist, or without notice if the Exhibit Facility changes its rules and regulations without advance notice to SPJA. **Artist agrees that all information containing terms and conditions provided to Artist by SPJA shall be deemed fully read and that Artist shall thereby be bound.** Whether or not in Artist Alley Packet or Regulations, Artist and all those attending the Event on Artist's behalf shall abide by all SPJA Policies posted on [www.anime-expo.org](http://www.anime-expo.org).

#### 12. Conduct at Event and Table

Artist shall conduct itself at all times in accord with normal standards of decorum and good taste at an event open to minors, and in accord with the Code of Conduct. All exhibits shall display products or services in a tasteful manner as determined in SPJA's sole discretion. Live animals, nudity, partial

nudity, carnival-type attractions, and gambling are prohibited. Entertainment or advertisements outside of an Artist's table are prohibited. The aisles, passageways, and overhead spaces remain strictly under control of SPJA and may not be blocked. No signs, decorations, banners, advertising material, or special exhibits will be permitted in any of these spaces except by special written permission of SPJA. Those staffing the Artist's table or acting on Artist's behalf must remain within the Artist's table space while working.

#### 13. Sound Policy & Excessive Noise

Artists are prohibited from operating noise-creating devices such as but not limited to music, bells, horns, or megaphones, and shall pay the costs of removal of such items. SPJA has sole discretion to determine acceptable noise levels, with a maximum noise level of 85 decibels. Artist shall comply with any request by SPJA, the Event Facility, or the City to discontinue any sound or music. If SPJA, in its sole discretion, finds Artist in violation of this sound policy, SPJA may: (a) on first violation, give Artist a written warning; (b) if a second violation occurs, disconnect Artist's power for the remainder of the Event, and Artist shall not be entitled to any refund or reimbursement whatsoever. If SPJA has disconnected the Artist's power for a sound violation at a prior event, SPJA may immediately disconnect the Artist's power for the remainder of the Event upon the Artist's first sound violation. SPJA may, at its sole discretion, require separate, binding agreements with sound policy violators to review and approve sound policy violators' table space design, and other related issues before sound policy violators are permitted to book space in future events.

#### 14. Fire and Safety Laws

Artist shall comply with all federal, state, and local fire and safety laws at all times. Artist is solely responsible for ensuring its compliance with such laws.

#### 15. Anti-Piracy Policy/Grey Market Goods

Sale, distribution, or display of "Infringing Content" is strictly prohibited at the Event.

"Infringing Content" is material that violates any copyright, trademark, patent, trade secret, privacy or publicity rights, or is defamatory to or violates the privacy, of any person or entity, such as but not limited to pirated, grey market, unlicensed, or bootlegged products, merchandise, costumes, characters or art work. **Artist represents and warrants that its table shall not contain, display, sell, distribute or make available any Infringing Content**, and that the Artist shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has paid all required royalties, fees, or other payments and has obtained all necessary licenses in writing. SPJA may require Artist to produce Artist's written license or authorization to display, reproduce or distribute materials in Artist's table, and Artist shall keep such written licenses and authorizations in the table at all times. If such authorization is not produced upon SPJA's request, SPJA may, without further warning and without incurring any liability whatsoever, require Artist to remove it from the premises, eject the Artist from the Event, and/or disqualify Artist from participating in future Events. SPJA shall not be liable for any Infringing Content, or failure to discover or remove such content.

#### 16. Only Original Art at Artist Alley

All items on sale and display must be the original creation of the Artist. Artist shall not copy, sell or display any counterfeit or official products or merchandise of any anime, manga, video game, television show, movie, etc., regardless of whether Artist has a license from the Intellectual Property holder to do so.

#### 17. No Weapons or Adult Material

No firearms, weapons or adult materials of any kind ("Prohibited Materials") may be sold at Artist Alley. SPJA may determine in its sole discretion whether any particular material is Prohibited Material. SPJA may require that Artist immediately remove all Prohibited Materials from the premises. SPJA may require the immediate removal of any Artist that fails to comply with SPJA's request to remove Prohibited Materials, but

SPJA is not required to provide any advance notice or request before removal of an Artist for violation of this Section. If SPJA removes or restricts an exhibit that SPJA considers to be objectionable or inappropriate, no refund will be due to Artist.

18. Credit Card Acceptance. In the event Artist accepts credit cards for payment in the Artist Alley ("Credit Card Taker"), Credit Card Taker will, in the course of such credit card payment services, come into possession of Personal Information of individuals who pay with credit cards ("**Cardholder(s)**") "**Personal Information**" means information that identifies or can be used, alone or in combination with other information to identify an individual. "**Cardholder Data**" shall have the meaning given to it by the Payment Card Industry Data Security Standard then applicable to the credit card industry ("**PCI DSS**"). Credit Card Taker agrees to treat Personal Information of Cardholders gathered by it or provided to it in accordance with all applicable laws and to treat Cardholder Data in accordance with PCI DSS. Credit Card Taker agrees that pursuant to PCI DSS and the requirements of the credit card associations, it shall not transfer or make available Cardholder Data to any unauthorized third parties. Nothing herein limits Credit Card Taker's use of Personal Information (and other information) relating to Cardholders for any lawful purpose, provided, that Credit Card Taker agrees not to sell such Personal Information to third parties. In the event that there is a suspected or confirmed security incident that could reasonably be expected to lead to the inadvertent disclosure from Artist of Sensitive Personal Data relating to Cardholders, Credit Card Taker shall report such security incident within 2 business days to SPJA. Credit Card Taker shall make such reports to (714) 937-2994 and by email to: [legal@spja.org](mailto:legal@spja.org) and [finance@spja.org](mailto:finance@spja.org). Upon request, Credit Card Taker shall cooperate with SPJA in providing such additional information as SPJA may reasonably request about the incident, its causes, and its results. "Sensitive Personal Data" shall

mean Personal Information or Cardholder Data for which applicable law requires notice of inadvertent disclosure or access to the applicable Cardholder. In the event of a suspected or confirmed security incident, Credit Card Taker shall take all steps as it determines to be required by applicable laws, including with respect to notifying affected Cardholders and will use commercially reasonable efforts to discuss the nature of its response, including the form and content of any such notices with SPJA prior to the sending thereof. Nothing herein shall be construed to mean that SPJA is liable or responsible in any way for Artist failing to comply with this section or other PCI requirements.

19. Event Listings, Promotions, & Live Simulcasts. Artist agrees that its Event participation is to widely promote anime, manga and Japanese culture, and to reach fans internationally. In order to permit fans to participate in the Event and other SPJA activities in person and online, SPJA promotes the Event widely and may "live" simulcast portions of it ("Promotional Purposes"). Artist gives SPJA permission to take still photographs and moving sound and audiovisual recordings of Artist's table, art work, products, productions, signs and personnel displayed in places open to Event attendees at the Event ("Public Displays") during and after the open hours of the Event in any manner or medium now known or later discovered (the "SPJA Recordings"). For Promotional Purposes, SPJA may, but is not obligated, to include SPJA Recordings of Artist's Public Displays in SPJA Event programs, listings and other SPJA promotional materials including Live Simulcasts of the Event. For Promotional Purposes, Artist expressly grants to SPJA a fully paid, perpetual nonexclusive license to display, reproduce, and distribute artist, company and product information, art, names, logos, trademarks, copyrighted materials, voices, and likenesses in Public Displays at the Event, or that Artist provides to SPJA for Promotional Purposes. SPJA will not be liable for any errors in any listings or descriptions or for omitting any Artist from any program, listing, or promotional

material. SPJA shall own the copyrights in the SPJA Recordings (including any extensions and renewals thereof) throughout the world, in perpetuity. Specifically, but without limitation, Artist grants SPJA the right to simulcast "live" Artist's Public Displays by means of radio (terrestrial and digital radio), television, the internet, and wireless/mobile systems or similar live streaming internet platforms, and all related services, software, and networks that allow for authorized streaming and distribution of video content over the internet (but not for downloads by the end viewer) ("Live Simulcasts"). The grant of rights for Live Simulcast includes the right for SPJA to receive any and all revenues earned from Live Simulcasts, including but not limited to behind-pay-wall ticket sales, license fees, shares of commercial advertising, promotions, donations, and purchases made during the Live Simulcast, if any.

20. Trademarks and Logos  
SPJA reserves all right, title, and interest in all SPJA trademarks and logos (the "Marks"), including but not limited to:  
ANIME EXPO; AX; SOCIETY FOR THE PROMOTION OF JAPANESE ANIMATION; SPJA; PROJECT ANIME; PA; LOUNGE 21; and SPJA mascots, such as Max.  
any other trademarks or logos in which SPJA has or may obtain statutory or common law trademark rights, derivations thereof, and marks substantially similar thereto, whether or not such marks or logos are registered by SPJA. Artist shall have no right to use the Event logo, trademark, service mark, or any other intellectual property rights of SPJA, and shall not reproduce SPJA's Marks on products, merchandise, or commercially unless such rights are provided separately in writing. If SPJA provides such written permission, then the Artist may use the Marks only in the form, style, and type prescribed by SPJA. Artist shall neither directly or indirectly obtain nor attempt to obtain any right, title, or interest in or to SPJA's Marks, and hereby expressly waives any right that it may have to do so.

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21. Care of Event Facility

Artist shall promptly pay for any and all damages caused by Artist to the Event Facility or associated facilities, table equipment, or the property of others. Artist may not sell food or drink or give away free samples of food or drink in the Event Facility. SPJA reserves the right to cause Artist to immediately cease all distribution of food and drink, even free samples, at SPJA's sole discretion.

22. Permits and Taxes

Artist shall obtain any licenses, permits, or approvals ("Permits") under federal, state, or local law applicable to its activities at the Event at its sole expense. Artist shall obtain any necessary tax identification numbers and permits and shall be solely responsible for paying all taxes, including but not limited to sales taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

23. Insurance

Effective for 2019, SPJA will make best reasonable efforts to contract with a third party insurer to provide limited general commercial liability insurance for Artist Alley participants under a separate insurance program. SPJA can provide this insurance only so long as its carrier offers the program at reasonable rates, and may discontinue such insurance at any time. SPJA makes no representations or warranties about the sufficiency or coverage of such insurance, and Artists may secure additional insurance at their own expense. No discounts will be offered to Artists who have or obtain independent insurance coverage. If SPJA informs Artist that it has not been able to obtain such coverage for Artists by March 1, 2019, Artist shall make reasonable efforts to obtain and must pay for adequate personal and property damage liability, Commercial General Liability. Separately and every case, Artist shall make reasonable efforts to obtain, and bear the expense of, adequate Worker's Compensation, and vehicle insurance coverage if Artist has employees or uses vehicles in connection with Artist

Alley with "adequate" meaning reasonably related to the size, scope and nature of Artist's employees and vehicle use at and for the Event. The minimum coverage acceptable shall be not less than \$1 million per occurrence/\$2 million aggregate. The Yen equivalent is acceptable. Artist will provide SPJA with a Certificate of Insurance for Worker's Compensation, and vehicle insurance if Artist has employees or uses vehicles in connection with Artist Alley at least sixty (60) days prior to the Event. Such insurance must name SPJA and the Event Facility and its operators as additional insured, in accord with sample language available from SPJA. The insurance shall cover the full period of occupancy at the Event Facility by the Artist, its agents, servants, representatives, employees, guests, and/or invitees.

24. Artist's Assumption of Risks

Artist expressly assumes all risks and liabilities arising from or related to Artist's participation, acts or omissions at the Event, including without limitation, all risks of harm or loss of any kind suffered by anyone attending, producing, organizing or affiliated with the Event, the Exhibit Facility, and the City of Los Angeles (the "City"), which risks include but are not limited to theft, harm, damage or injury to a person (including death), property, intellectual property, copyrights, trademarks, business, or profits, from whatever cause or source. Artist is solely and exclusively responsible for its property and any theft, damage, or other loss to Artist's property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by an insurer). The SPJA, the Exhibit Facility, and the City of Los Angeles (collectively, the "Releasees") have no responsibility or liability, nor is a bailment created, for property delivered by or to Artist.

25. Release and Indemnification

Artist hereby completely releases and shall indemnify, defend, discharge, and hold harmless the Releasees, individually and collectively, and their present and former officers, directors, shareholders, partners,

members, affiliates, employees, agents, representatives, sponsors, funders, attendees, insurers, attorneys, and predecessors, assignees and successors of each of them, from any and all demands, damages, losses, liabilities, causes of action, lawsuits, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, attorneys' fees, and claims of every kind or nature, whether known or unknown, in law, equity, or otherwise that either may now have or have had or that may hereafter accrue, individually, collectively, or otherwise in connection with, relating to or arising from Artist's participation in the Event. This Section 25 applies to, without limitation: (a) any debt owed by Artist or breach by Artist of any agreements, covenants, promises or other obligations to third parties; (b) any matter for which Artist is responsible under this Agreement; (c) any third party claim for infringement of any patent, copyright, trademark, trade secret, or other proprietary right; (d) any defamation or similar claim; and (e) harm or injury (including death) to any person or third party. Artist shall not settle or compromise any claims against any Releasee without that Releasee's prior written consent.

26. Waiver. Artist acknowledges the possibility that, after signing this Agreement, Artist may discover facts or incur or suffer claims that were unknown or unsuspected at the time this Agreement was executed, and which if known by Artist at that time may have materially affected Artist's decision to sign this Agreement. Artist acknowledges and agrees that Artist is assuming any risk of such unknown facts and such unknown and unsuspected claims. Artist has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, Artist knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect. This release does not apply to acts of gross negligence or intentional or willful misconduct on the part of the Releasees, to the fullest extent permitted by law.

#### 27. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ANY RELEASEE BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT IT HAS BEEN INFORMED OF THE POSSIBILITY OF ANY LOST PROFITS OR DAMAGES. The maximum liability of any Releasee will not, under any circumstance, exceed the amount actually paid to SPJA by Artist for table space rental under this Agreement. SPJA makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or any other matters.

#### 28. Independent Contractors

The parties are independent contractors, and are not and shall not be construed to be agents, joint venturers, or partners. Each party shall be solely responsible for compensating its own employees and contractors and for their benefits, if any. Neither party may enter into contracts or incur liabilities on behalf of the other. SPJA may establish reasonable standards of performance. Artist shall provide Artist's own tools and equipment. Each party is responsible for conducting its own business.

#### 29. Compliance with Laws & Policies

Artist shall comply with all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including, without limitation, copyrights, trademarks, and any union labor work rules, and PCI compliance). Artist and those attending the Event on Artist's behalf shall comply with SPJA Policies and Code of Conduct while

at the Event. Noncompliance with this Section may result in immediate removal of the Artist.

#### 30. Export Control Laws

Artist shall not violate or cause SPJA to be in violation of Export Control Laws.

#### 31. Cancellation by Artist

Artist may cancel participation in the Event at any time upon written notice to SPJA. SPJA must receive written notice of cancellation by email to: [artistalley@anime-expo.org](mailto:artistalley@anime-expo.org). If SPJA receives such notice of cancellation on or before March 1, 2019 (the "Cancellation Deadline"), SPJA, will retain fifty percent (50%) of the contracted amount as a cancellation fee and will return the remaining fifty percent (50%) to Artist. If SPJA receives such notice on or after March 1, 2019, or if Artist fails to staff its table through the end of the Event or otherwise forfeits its table for violating this contract, then one hundred percent (100%) of the contracted amount cancelled is due and non-refundable. **On cancellations received after the Cancellation Date, SPJA may retain all payments already received, regardless of whether SPJA resells or otherwise reassigns canceled or forfeited tables.** SPJA reserves the right to resell or otherwise reassign canceled or forfeited tables.

#### 32. Restriction or Termination by SPJA

SPJA may restrict or remove any table that SPJA, in its sole discretion, believes is objectionable, inappropriate or illegal. If SPJA restricts or removes such a table, no refund will be due to Artist. SPJA may also terminate this contract effective upon written notice of termination if Artist (a) breaches any of its obligations under the contract or (b) is adjudicated as insolvent, declares bankruptcy, or files or has filed against it, any petition in bankruptcy, or fails to continue its business. In either of these cases, SPJA shall have no obligations, expressed or implied, to refund any payments previously made.

#### 33. Event Cancellation or Change

SPJA reserves the right to cancel, re-name or re-locate the Event, or change the dates on which it is held. If SPJA cancels the Event due to a Force Majeure event or for any other reason, or changes the Event dates to dates that are not within thirty (30) days of its originally scheduled date, and Artist does not wish to participate in a rescheduled Event, SPJA shall refund Artist for payments made to date, less any costs and expenses that SPJA incurred as of the cancellation, which shall be deemed full satisfaction of SPJA's liabilities to Artist. If SPJA changes the name of the Event, relocates the Event to another facility, or changes the Event dates to dates that are within thirty (30) days of its originally scheduled date, no refund will be due to Artist. SPJA is not required to cancel or relocate the Event, or make any refunds, if the Event Facility is under construction.

#### 34. Force Majeure

SPJA shall not be liable for any damages sustained from delay or non-performance due to events beyond its reasonable control, including, without limitation, acts of God, disaster, acts of war or terror, labor disputes, weather, earthquakes, fires, failure of power or utilities, government acts, curtailment of transportation facilities preventing or unreasonably delaying the Event, unavailability of the Exhibit Facility, or other cause. Thereupon, this Agreement may be terminated or the Event may be moved to another appropriate location, at the sole discretion of SPJA, and Artist hereby waives any claim for any damages or compensation.

#### 35. Non-Discrimination

Artist represents and warrants that it does not discriminate in employment, hiring, participation, accommodations, or provision of services on any illegal grounds. Artist shall construct its table to comply with the Americans with Disabilities Act and related laws.

#### 36. Reporting Obligations

Artist understands and agrees that SPJA may be required to disclose financial information, contracts, information about



salaries and other employee information, and other information to government agencies, in public federal and state tax returns, and elsewhere in accord with local, state, and federal "sunshine" or other disclosure laws and regulations that now or may in the future apply to SPJA as a nonprofit organization. SPJA shall be entitled to rely upon data, information, and representations provided by Artist. Artist shall correct and report any errors to SPJA.

37. RFID Technology

SPJA may use RFID technology for attendees at the Event. Artist may not alter or ask an attendee to alter any RFID equipment, or use RFID equipment in violation of FCC rules. NEITHER SPJA OR EVENTBRITE WILL BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO USE OF THE RFID EQUIPMENT IN VIOLATION OF THE FCC RULES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR

EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

38. Governing Law

This Agreement is governed by the laws of California and U.S. intellectual property laws. Artist agrees that the courts located in Los Angeles, California shall constitute the exclusive venue and forum for the resolution of all disputes arising from or related to this Agreement. If SPJA brings suit to enforce any of its rights hereunder, then Artist shall reimburse SPJA for all fees and costs of the suit, including reasonable attorneys' fees.

39. Additional Terms and Conditions

Any matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement shall be subject to determination by SPJA in its sole discretion. This Agreement (including the Artist Regulations, the Artist Alley Packet,

the Youth Protection Policy, and SPJA Policies on [www.anime-expo.org](http://www.anime-expo.org) are the entire agreement of the parties on the subject matter hereof. Any amendment or modification to this contract must be in writing and signed by SPJA. Artist may not assign this contract or any right hereunder, or sublet or license all or any portion of its table space without the SPJA's prior written consent.

40. Severability If any term of this Agreement is declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement (including the Artist Regulations, the Artist Alley Packet, the Youth Protection Policy, and any schedules) shall be binding upon Artist's heirs and successors, and constitutes the entire agreement between Artist and SPJA. SPJA's obligations are expressly conditioned upon Artist's full performance of this Agreement including, without limitation, payment and actual participation in the Event as an Artist.