



2020 Artist Alley Packet

Version 1.0



Art by RobotCat

Welcome!

Dear Artist,

The Society for the Promotion of Japanese Animation (SPJA) is proud to announce Anime Expo 2020, hosted at the Los Angeles Convention Center from July 2nd to July 5th, 2020! On behalf of the organization, we would like to welcome all new and returning artists. This packet is designed to prepare you, the artist, for participation in the Anime Expo 2020 Artist Alley.

Anime Expo Artist Alley is a venue for artists to display and sell their original artwork and crafts. Both amateur and professional artists are welcome. Artist Alley will be located in Kentia Hall at the Los Angeles Convention Center.

Please read this packet carefully as it contains important information about participating in Artist Alley. All artists and helpers are expected to abide by the rules and standards detailed in this packet. The Standard Terms and Conditions are included in this packet for your reference and agreed upon purchasing an Artist Alley Table Package.

If you have any additional questions, please email artistalley@anime-expo.org. Please allow us at least 48 business hours for our Artist Alley team to respond back to you.

We look forward to seeing you at Anime Expo 2020!

Artist Alley Team
Anime Expo 2020
Society for the Promotion of Japanese Animation

Cover Art by Zhe Chen / RobotCat

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Important Information

Dates & Deadlines

WHEN	WHAT
October 2019	2020 Artist Alley Packet Launch
January 2020	2020 Artist Alley Form Launch
April 15, 2020	Deadline to Submit Artist Alley Form
May 31, 2020	CA Seller's Permit Submission Deadline
May 31, 2020	Artist Alley Registration Closes
May 31, 2020	Form Update Deadline
May 22, 2020	Table Assignments Released

Notable Changes for 2020

- Table Display Policy: You must have at least an 8 1/2 x 11 inch opening in your table display. This is to ensure you are visible to Artist Alley Volunteers and attendees, as well as keeping your items visible to you (the artist).

Hours of Operation

Artist Alley Set Up Hours

WEDNESDAY, JULY 1	THURSDAY, JULY 2	FRIDAY, JULY 3	SATURDAY, JULY 4	SUNDAY, JULY 5
Day 0	Day 1	Day 2	Day 3	Day 4
TBA	7:00 AM - 10:00 AM	7:00 AM - 10:00 AM	7:00 AM - 10:00 AM	7:00 AM - 10:00 AM

Artist Alley Hours

THURSDAY, JULY 2	FRIDAY, JULY 3	SATURDAY, JULY 4	SUNDAY, JULY 5
Day 1	Day 2	Day 3	Day 4
10:00 AM - 6:00 PM	10:00 AM - 6:00 PM	10:00 AM - 6:00 PM	10:00 AM - 3:00 PM

Set-Up and Breakdown Requirements

1. Set-up must be completed by 9:30 AM on Day 1 or your table assignment may be forfeited. Please keep in mind SPJA has the right to move or reassign tables at any time.
2. After closing on Days 1-3, Artist Alley in Kentia Hall will be closed to the public. Security guards will be placed along the perimeter of Kentia Hall.
3. Artist Alley Participants must leave Artist Alley by 7:00 PM on Days 1 - 3 and by 5:00 PM on Day 4. Loitering is prohibited and will be grounds for eviction.

Signing Out/Leaving Early

1. All tables are required to remain open until closing on Day 4. There will be no exceptions. You and your table will be flagged if closed/cleaned up early or if absent from attending the show. This will hinder your chances to be approved for following years.
2. In the event of an emergency and all parties at your table must leave before closing on any day of the convention. Notify an Artist Alley Volunteer and fill out appropriate forms to document the event. Volunteers will take measures to ensure there will be no "camping" at your table after you have left. Early release is subject to SPJA approval.

Registration Procedure

STEP ONE: Purchase Artist Alley Table Package	STEP TWO: Purchase Additional Artist Alley Badge	STEP THREE: Submit the Artist Alley Form.	STEP FOUR: Obtain CA Seller's Permit	STEP FIVE: Table Assignments	STEP SIX: Check-in On Site
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Purchase your Artist Alley Table Package and Additional Artist Alley Badges

1. Artist Alley Table Packages:

The registration fee for Artist Alley Table Packages will vary according to the time of purchase. Prices for Artist Alley Table Packages will increase over time. The primary artist's badge is included with each Table Package.

Please note: Artists may only purchase one (1) Table Package. Duplicate orders will be cancelled immediately.

Artist Alley Single Table Package

- One (1) 2'x6' and 2.5' high table (skirt not included)
- One (1) Artist Alley Badge for the primary artist
- Two (2) Chairs
- One (1) Table sign (Primary Artist Company name and table number)
- One (1) Trash Can

Artist Alley Double Table Package

- Two (2) 2'x6' and 2.5' high tables (skirt not included)
- One (1) Artist Alley Badge for the primary artist
- Four (4) Chairs
- Two (2) Table signs (Company name and table number - both signs will be the same)
- Two (2) Trash Cans

2. Additional Artist Alley Badges:

Additional Artist Alley Badges will be the same price throughout the year. A maximum of three (3) Artist Alley participants associated to each table at all times. The primary artist will receive an email with an access code to purchase up to:

- Two (2) Additional Artist Alley Badges for one table
- Three (3) Additional Artist Alley Badges for the second table (if applicable)

Table 1

1. Primary Artist
2. Subsidiary Artist or Helper
3. Helper

Table 2 (if applicable)

4. Subsidiary Artist
5. Helper
6. Helper

3. **All participants behind an Artist Alley table must always have an Artist Alley badge.** Only two (2) individuals are allowed behind the table at all times during the show. Individuals with general attendee badges and Exhibitor badges are not permitted in Artist Alley during set-up and breakdown hours.
4. **Subsidiary artists or helpers with general attendee badges must purchase an Artist Alley badge before obtaining a refund.** Please refer to the “Refund Policy” section on page 9 for additional information.
5. **Press, Industry, Volunteers, and Exhibitors may not purchase Artist Alley tables.** Due to time conflicts and other priorities, Press, Industry, Volunteers, and Exhibitors may not purchase Artist Alley tables and additional badges.
6. **Child and Youth Policy**
 - Children 15 and under are not permitted to participate in the Artist Alley.
 - Minor participants ages 16-17 will need to submit additional forms providing written consent by a parent or legal guardian to SPJA.
 - If the minor is an artist, a parent or guardian will need to provide a CA seller’s permit on the minor’s behalf and must be physically present for the duration of the event show dates.
7. **Artist Alley registration will be closed on May 31st, 2020.** No additional badges may be purchased online after this date.

California Seller’s Permit

California Seller’s Permit numbers may be obtained 90 days before the show date and must be submitted via the Artist Alley Form by May 31st, 2020. Without the seller’s permit, you will be unable to submit the Artist Alley Form. By law, any individual selling items in the state of California must have a California Seller’s Permit. The permit is free and easy to obtain. You may apply for a permit online, by mail, or in person at one of the Board of Equalization field offices.

Anime Expo Artist Alley requires that all primary and subsidiary artists provide a seller’s permit number in order to complete their registration. Additionally, all artists must keep either a paper or electronic copy of each California Seller’s Permit at their table according to state policy. The online application can be found at the California Board of Equalization website. (<https://www.cdtfa.ca.gov/services/#Overview>).

Since groups are not recognized at Anime Expo, we require that all individuals selling items in the Artist Alley obtain a solo Seller’s Permit. Seller’s Permits with ‘et al’ will not be accepted.

Artist Alley Form

The primary artist (Artist Alley Table Package buyer) will submit information for all table participants, which includes themselves, any subsidiary artists (additional artists selling artwork) and/or helpers (assistants). Information will include company/table name, the seller's permit numbers and links to all participating artists' portfolios. The primary artist is fully liable for any table(s) purchased.

Submit completed Artist Alley Forms early to ensure eligibility to receive a table assignment. Incomplete forms must be updated or will risk delays in receiving a table assignment. The initial submission deadline for the form is **April 15th, 2020**.

Registration updates (buying badges & updating form) for all subsidiary artists and helpers must be completed by **May 31st, 2020**.

How to Fill Out the Artist Alley Form

An email with a unique login will be sent only to primary artists. The temporary password must be changed upon the initial login. The following information must be submitted.

Artist Alley Form

Begin filling out the main tile by selecting the "Artist Information" button. Please note this section may be updated.

- 1. Primary Contact:** Review and update the primary artist's basic information in this section.
 - First & Last Name: Enter the primary artist's legal first and last name as listed on a valid photo ID. Not your artist handle. The name entered must match the name registered on Eventbrite.
 - Job Role / Title: Enter in "Primary Artist".
 - Telephone: The primary artist's mobile number is preferred in case of an emergency.
 - Email Address: If possible, keep the primary artist's email address consistent with the email entered when purchasing Artist Alley table(s) and passes.
 - Seller's Permit Number: Enter in your seller's permit number here.
- 2. Company Information:** Provide information about the primary artist in this section.
 - Company Name: Enter the primary artist's table display name.
 - Address: Enter the primary artist's home address.
 - Telephone: The primary artist's mobile number is preferred in case of an emergency.
 - Fax: If applicable.
 - Website / Portfolio: Enter the primary artist's direct link. The following platforms are acceptable for review: Website/blog, DeviantArt, Professional.
 - Company Description: A brief description of the company.
- 3. Table Information:** Provide table information including overall table content percentages, products to be sold, and years involved in AX Artist Alley.
 - Facebook Username: As an extended service, SPJA also uses Facebook groups to communicate with artists. If you would like to be included as part of the Facebook group, provide the email associated with your Facebook account to be invited.
 - Twitter Handle: Enter the primary artist's Twitter handle.
 - Instagram Handle: Enter the primary artist's Instagram handle.
 - When was your first Year in AX Artist Alley: Enter the first year you participated in Anime Expo Artist Alley.
 - Years Exhibited at AX Artist Alley: Enter the total number of years participating as a vendor at Anime Expo

- Years as a Primary Artist: Enter the total number of years participating in Artist Alley as a primary artist.
 - Years as a Subsidiary Artist: Enter the total number of years participating in Artist Alley as a Subsidiary artist.
 - Tables Purchased: Enter 1 or 2 depending on the type of table package purchased.
 - Adult Material Percentage: Enter the percentage (0-100%) of your products that contain adult material.
 - Fan Art Percentage: Enter the percentage (0-100%) of your products that is fan art. (This will not affect your table placement.)
 - Original Art Percentage: Enter the percentage (0-100%) of your products that is original art. (This will not affect your table placement.)
 - Products: Please check all types of items that will be sold at your table:
 - Clothing / Cosplay
 - Comics / Doujinshi
 - Commissions
 - Crafts
 - Plushies
 - Prints
 - Others
 - Buttons / Pin
 - AX Interest: SPJA would like to know why artists are interested in participating in AX each year. (This will not affect your table placement.)
 - Website Consent: Provide consent to allow SPJA to present your website and artwork on the Anime Expo website.
 - Terms and Conditions: By checking this box, you are confirming your agreement to the Artist Alley Packet and Artist Alley Terms and Conditions.
- 4. Table Requests:** Include the first and last name of another primary artist you prefer to be placed next to in this section. Requests must be mutual, meaning the other artist must also request YOU under this field on their form as well. Another choice may be submitted if we are unable to grant your first request. All requests may not be honored.
- Choice 1: Artist's First and Last Name
 - Choice 2: Artist's First and Last Name
 - Additional Table Notes / Requests: Additional notes may include special requests and artists that primary artist does NOT wish to be placed next to. There will be a 300 character limit. All requests may not be honored.

Once completed, click "Update". You will be redirected to the "Approve Your Listing" page.

Approve Your Listing for the "Artist's Information" Section

Approving your Submission: Click on "Approve Data". Once selected, your Artist Alley Form will be sent to the Artist Alley Team for review.

Additional Artist Alley Participants

Begin filling out the next tile by selecting the "Table Participants" button. Please note this section may be updated.

1. Table 1 Participants

- Table 1 Additional Participants: Provide how many additional subsidiary artist/ helpers will be joining you at the table. Choose from 0 - 3
- Subsidiary Artist: First Name and Last Name: Enter a legal first and last name as listed on a valid photo ID, not an artist handle. The name entered must match the name registered on Eventbrite.
- Subsidiary Artist Email: If possible, keep the email address consistent with the email entered when purchasing Artist Alley table(s) and badges.
- Subsidiary Artist Eventbrite Order Number: Enter the 9-digit confirmation number provided in the email confirmation sent upon purchase of Additional Artist Alley Badges.
- Subsidiary Artist CA Seller's Permit Number: The primary artist may enter the permit number by the update form deadline (May 31st, 2020). Enter the 9-digit number with no space and dashes.

- **Subsidiary Artist Website/Portfolio Link:** Enter a single direct link. The following platforms are acceptable for review: Website/blog, DeviantArt, Professional (not personal) Facebook, Instagram, or Tumblr.
- **Helper First Name and Last Name:** Enter a legal first and last name as listed on a valid photo ID. The name entered must match the name registered on Eventbrite.
- **Helper Email:** If possible, keep the email address consistent with the email entered when purchasing Artist Alley table(s) and badges.
- **Helper Eventbrite Order Number:** Enter the 9-digit confirmation number provided in the email confirmation sent upon purchase of Additional Artist Alley badges.

2. Table 2 Participants (if applicable):

- Provide information about the subsidiary artist and helpers in the following section. This information will include seller's permit numbers and links to portfolios.

Once completed, click "Update". You will be redirected to the "Approve Your Listing" page.

Approve Your Listing for the "Table Participants" Section

Approving your Submission: Click on "Approve Data". Once selected, your Artist Alley Form will be sent to the Artist Alley Team for review.

How to Update the Artist Alley Form

SPJA recognizes that many artists may have changes regarding the registration of subsidiary artists and helpers.

The primary artist will be able to log into their profile to update the Artist Alley Form as needed.

1. Login
2. Select "Artist Alley" to update table requests and additional participants.
3. Once the form has been updated, you will be redirected to the "Approve Your Listing" page.

Table Assignments

Table assignments will be announced closer to the show date.

1. Veteran artists who have purchased a table for over ten years will have table priority. (Subsidiary years do not apply.)
2. Non-veterans are assigned on a first-come, first-serve basis according to Artist Alley Form submission and approval. Discrepancies and incomplete forms may be subject to assignments placed on hold.
3. Assignments may be subject to changes depending on expected table content and seating preferences.
4. Table exchanges or trades will not be allowed under any circumstances. All table assignments are final.

Checking-In and Picking-Up Artist Alley Badges

If the Artist Alley badge was not received in the mail, badges can be picked up at the Artist Alley Registration area.

1. What to bring with you (subsidiary artists and helpers may pick up badges individually if necessary):
 - Eventbrite Order Confirmation(s)
 - Hard copy or electronic copy of CA Seller's Permit (primary and subsidiary artists)
 - Valid photo ID
2. Artists must have all required documents in order to pick up an Artist Alley badge. To expedite the check-in process for all artists, please check-in with all subsidiary artists and helpers if possible.

Artist Alley Registration Hours

WEDNESDAY, JULY 1	THURSDAY, JULY 2	FRIDAY, JULY 3	SATURDAY, JULY 4	SUNDAY, JULY 5
Day 0	Day 1	Day 2	Day 3	Day 4
TBA	TBA	TBA	TBA	TBA

Artist Alley Policies and Procedures

Admission & Badges - Refund and Transfer Policy

Single and Double Table Package

Artist Alley Table Packages will receive a 50% refund for any cancellations received before March 1st, 2020. Cancellations made after this deadline will not receive a refund. Artists who have submitted the Artist Alley Form and are not approved will be fully refunded.

Artists may only purchase one (1) Table Package. Duplicate orders will be cancelled immediately. Artist Alley Table Packages are non-transferable to other artists and attendees. This includes other artists already registered under the same table. Tables are non-transferable to subsequent years.

SPJA reserves the right to resell or reassign cancelled tables in the event of either a full or partial cancellation of an Artist Alley Table Package.

Additional Artist Alley Badges

Refund requests for Additional Artist Alley badges must be received within 30 days of the purchase date. All refund requests for badges purchased in March 2020 must be received by March 31st, 2020. Badges purchased after March 31st are non-refundable.

Artist Alley badges are non-transferable to other artists, attendees, and to subsequent years.

Artist Alley badges may be transferred to general attendee 4-Day badges.

Refunding a General Attendee 4-day Badge for an Additional Artist Alley Badge

An additional Artist Alley badge must be purchased before the 4-Day badge can be refunded. Email artistalley@anime-expo.org with both badge Eventbrite order numbers to receive a refund.

Badge Mailing Policy

Anime Expo will ship 4-Day, 1-Day, Pre-Show, Premier Fan, and Artist Alley badges purchased between July 9th, 2019 through 12:00 PM PT June 11th, 2020 within United States (excluding minor outlying islands) and Canada. Badge mailing will start in early May 2020. All orders will be mailed out to the 1st registrant's shipping address.

Onsite Badge Pick-up Policy

International artists must pick up badges onsite. Each registrant must pick up their own badge and will be confirmed under the Primary Artist. Any purchases after May 31st will be picked up on site.

Lost Badge Policy

Lost badges are subject to a reprint fee. To purchase a badge reprint, visit the Artist Alley registration counter.

Artist Alley Participant vs. Volunteering

Anime Expo volunteers may not be an Artist Alley Participant.

Two Strike Rule

During the convention, Artist Alley Volunteers will be enforcing Artist Alley Table Display and Sales Policies using the Two Strike Rule. Any tables that fail to adhere to these policies will be subject to eviction.

1. In the event an Artist Alley participant is presented with a written warning, they will be given time to rectify the issue. A second offense will lead to an expulsion of the entire table's participants from Artist Alley. Badges will be confiscated, and reports will be made to remove any individuals from participating in future years.
2. Please note that actions will not only affect the offending participant, but will also apply to all participants (primary artist, subsidiary artists, and helpers) at the table.

Harassment & Conflict

In the case of harassment, conflict, theft, copyright infringement, or plagiarism between you and another artist or vendor, please notify Artist Alley Volunteers (wearing purple vests or at Kentia Hall HQ) immediately.

Our Enforcement Procedure for Harassment and Conflict:

1. You must notify an Artist Alley volunteer and file a claim report. Provide any information that may assist with the investigation in the report.
 - Descriptions
 - Photos / Screenshots
2. You may be asked to come with us to the location of conflict.
3. SPJA may assist with discussion of the conflict with the other person of interest.
4. SPJA may provide a warning if required.

Our Enforcement Procedure for Art Theft / Plagiarism and Copyright Infringement:

1. You must notify an Artist Alley volunteer and file a claim report. Provide any information that may assist with the investigation in the report.
 - Descriptions
 - Photos / Screenshots (i.e. upload date comparison)
 - Original artwork for proof of art theft (i.e. files, original canvas, legal documentation)
2. You will be asked to come with us to the location of conflict.
3. SPJA will assist with discussion of the conflict with the other person or company of interest.
4. SPJA may issue a warning for pseudo-merchandise / bootleg merchandise / grey market goods and require the artwork to be removed.
5. Any repeat offense is subject to the Two Strike Rule.

We are not liable for any infringing content, or failure to discover, or remove the infringing content. We do our best to keep infringing content out of our show and cooperate with Rights Holders and law enforcement. SPJA is not responsible for policing or enforcing intellectual property.

Sales Policy

Artist Alley exists to promote and celebrate original artwork by fans of Japanese popular culture. We encourage original prints, comics, and crafts. We enjoy seeing artists produce new and exciting material every year. Below are guidelines and restrictions on what may and may not be sold in Artist Alley. Any artists who are non-compliant to the sales policies are subject to the Two Strike Rule.

Please note: Artists attracting a larger crowd that is impeding traffic may be subject to relocate or be shut down for the time being.

Infringement Policy

The SPJA has zero tolerance for infringing content at any of our events. Reproduced artwork that is traced, vectorized, copied, or otherwise altered from another artist and was not created by you, whether as a part or the whole of a work is not permitted. This includes but not limited to:

- Official Logos
- Symbols
- Background Art
- Pre-existing Artwork / Images

Selling infringing content is a violation of civil and criminal law. The SPJA encourages anyone who sees infringing content to report it, whether you are the content owner, an artist, or attendee who notices that something is wrong. Our enforcement procedure can be found on page 10.

Bootleg Merchandise, Grey Market Goods, and Pseudo-Merchandise

The sale of bootleg merchandise, grey market goods, and pseudo-merchandise is a serious offense.

Artists found to be selling bootleg merchandise, grey market goods, or pseudo-merchandise will be issued a warning and asked to remove the item(s) from the table for the remainder of the convention. Continued breach of contract will lead to immediate expulsion from the Artist Alley and a possible disqualification from participating in future events. Our enforcement procedure can be found on page 12.

We are not liable for any infringing content, or failure to discover, or remove the infringing content. We do our best to keep infringing content out of our show and cooperate with Rights Holders and law enforcement. SPJA is not responsible for policing or enforcing intellectual property.

Adult Material

Sexually explicit or provocative material will not be permitted for sales and display. This includes nudity and partially nudity artwork. SPJA will determine what may be sold and displayed at its sole discretion.

Mass Production

Mass production is strictly forbidden. Artist Alley is not a cheaper alternative to Exhibit Hall, nor is it an easy way to make money off intellectual property that is not your own. Mass production and sale of items by artists in Artist Alley could damage the integrity and threaten the continued existence of Artist Alley at Anime Expo.

Artists found to be producing and selling items in numbers rivaling those of Exhibit Hall vendors or utilizing Artist Alley in a manner that could potentially damage the integrity and spirit of Artist Alley may face immediate expulsion from SPJA events.

Proxy Selling

Selling the works of a person who is not present and is a registered artist in Anime Expo Artist Alley is strictly prohibited. Collaborative works, such as anthologies, would be an exception to this rule.

Weapons

Sales of weapons are prohibited in Artist Alley.

Body Art, Henna Tattoos, and Service-Type Business

Henna tattoos, face painting, and other work expressing art on a person's body is prohibited in Artist Alley.

Artist Alley or Exhibit Hall

Artists may only participate in one area. Artists will not be allowed to participate in both Artist Alley and Exhibit Hall.

Pay-to-Play

Artists are prohibited from any pay-to-play activities. Artists must provide goods and/or service in exchange of any payments made. Examples of pay-to-play activities are listed below.

- Carnival Games
- Raffles
- Gambling

Table Display Policy

We ask all participants to be mindful of their surroundings as we receive complaints each year about neighboring artists who are not respectful about the space around them. We want to ensure all aisles and walkways are safe. A little consideration can make a world of difference! Any artists who are non-compliant to the table policies are subject to the Two Strike Rule.

Table Name and Number Visibility

Table names and numbers must be visible at all times. You may use your own signage so long as table names and numbers are always visible.

Goods and Supplies

All sale items, goods, and supplies must fit on or under your table. You must keep your own items on your table and not “spill” onto any tables or areas next to you. This includes additional displays, boxes, clothing, etc.

Items may NOT be stored on the floor behind your chair or against any walls. The pathway behind tables must be kept completely clear. Artist Alley Volunteers and Artist Alley participants must be able to pass through aisles to get to the end of the rows unimpeded. Any additional supplies or merchandise must be kept under your table.

Only Two Behind the Table

Only two (2) individuals may be behind the table at all times. No exceptions! Two (2) chairs are provided for each table. You may not bring your own, nor take or borrow chairs from any other tables.

Primary artists, subsidiary artists, and helpers must have their own Artist Alley badge to be behind the table. Individuals without an Artist Alley badge or “borrowing” a badge will be asked to leave.

Signage and Display Limitations

1. All signage and displays must be less than 7 feet 6 inches (7' 6") inches from the floor.
2. You must have at least an 8 1/2 x 11 inch opening in your table display. This is to ensure you are visible to Artist Alley Volunteers and attendees, as well as keeping your items visible to you (the artist).
3. Tables at the end of aisles may NOT use stands to display art that spill into the walkway or aisles for attendees and artists.
4. Stands and displays cannot extend beyond the confines of your table. Tripods and displays must not extend beyond the bounds of your table(s), meaning you cannot display items behind your table.
5. Use of table clamps to secure signage is permitted under the discretion of Artist Alley Volunteers.

Prohibited Items

1. **Weapons:** Swords, guns, and any projectile items are prohibited.
2. **Lighted Candles or Incense:** Do not make your table a fire hazard.
3. **Industrial Machines and Volatile/Flammable Liquids:** Do not bring industrial machines, aerosol cans, airbrushes, or any other supplies or equipment that could be potentially harmful, dangerous, or noisy.
4. **Objects and items that will obstruct the flow of traffic in the aisles:** Prohibited objects may include, but are not limited to chairs, easels, boxes, clothes racks, table coverings, etc. Table coverings that drape into aisles should be tucked in and not out for someone to trip on. No items may be on the floor in front of your table.
5. **Unsteady Overhead Displays:** Overhead displays that are determined to be unsteady by Artist Alley Volunteers must be taken down and not put up again during the course of the convention. Please make sure that your overhead displays are secure BEFORE you bring them and set them up. If they sway with a gust of wind, then they are not safe. Displays must also not exceed 7' 6" in height when measured from the floor.
6. **X-rated Materials:** Do not display X-rated or adult material at your table. Remember that Anime Expo is an all-ages event. These items are not permitted to be sold in Artist Alley.
7. **Music:** Please be respectful of Artist Alley Volunteers, attendees, and fellow Artist Alley participants by not playing music or other audio through speakers or with instruments.
8. **Helium Balloons:** Helium balloons are prohibited inside the convention center.
9. **Food and Beverages:** Sales of any food, beverage, or edible products is prohibited.
10. **Wheels:** The Union at the LACC requires that all items being brought into the Artist Alley be carried in bags/boxes in your arms or on your back.
11. **Grid Walls** of any size are prohibited. However, wire cube displays are permitted.



APPROVED



NOT APPROVED

Any repeat offenses are subject to the Two Strike Rule.

ANIME EXPO® 2020
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") 2020 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 2, 2020 through July 5, 2020 ("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 are the 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"), located at www.anime-expo.org/legal, as SPJA may amend from time to time at its sole discretion, and all such personnel are strongly encouraged to view the YPP training videos, located 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. 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, 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® 2020 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® 2020 Artist Alley Table Package fee immediately upon applying for Artist Alley on-line. 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 "AX2020 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 Badges

Provided the Artist has paid in full on time, the Artist shall receive one (1) Artist Alley Badge for either the Single or Double 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 Badges 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 Single Artist Table Package may have two (2) non-artist helpers OR (1) subsidiary artist; and the Double 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 breakdown 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

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 set-up and breakdown schedules. SPJA may amend, revoke, or adopt Artist Regulations from time-to-time, upon three (3) days' notice to Artist. **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, Artist and all those attending the Event on Artist's behalf shall abide by all SPJA Policies posted on www.anime-expo.org/legal.

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. Artist shall comply with any requests 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. If the Event Facility modifies its rules and regulations with less than three (3) days' advance notice to SPJA, or if the fire marshal or other law enforcement requires immediate action that impacts a table space, Artist shall comply immediately upon being notified of such modified rules and regulations or required actions.

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. Personal Data

(a) Artist shall comply with all applicable privacy and other laws, and with SPJA's Privacy Policy, located at www.anime-expo.org/legal, as SPJA may amend from time to time at its sole discretion ("Privacy Policy"), with regard to any Personal Data collected by Artist for any reason in connection with this Agreement or Artist's participation in the Event. "Personal Data" means information that identifies or can be used, alone or in combination with other information, to identify an individual.

(b) In the event Artist ("Credit Card Taker") accepts credit cards for payment in the Kentia Hall, Credit Card Taker will, in the course of such credit card payment services, come into possession of Personal Data of individuals

who pay with credit cards ("Cardholder(s)"). Credit Card Taker agrees to treat Personal Data of Cardholders gathered by it or provided to it in accordance with all applicable privacy and other laws, in accordance with the Privacy Policy, and in accordance with the Payment Card Industry Data Security Standard then applicable to the credit card industry ("PCI DSS").

19. PCI Compliance

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. "Cardholder Data" shall have the meaning given to it by the PCI DSS. Nothing herein limits Credit Card Taker's use of Personal Data (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: finance@spja.org and legal@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 Data 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

20. 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 (as defined below) of the Event. For Promotional Purposes, Artist expressly grants to SPJA a worldwide, fully paid, perpetual, nonexclusive license to display, reproduce, and distribute artist, company and product information, art, names, logos, trademarks, copyrighted materials, voices, and likenesses on 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. Artist hereby

represents and warrants that it shall obtain any necessary consents from its employees, contractors, or other representatives in order to grant SPJA these exclusive rights.

21. 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 the SPJA mascots; 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 for commercial purposes, including without limitation on any products or merchandise, unless such rights are provided separately in writing. 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, without separate written permission of SPJA. Artist may use the Marks only in the form, style, and type prescribed by SPJA.

22. 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.

23. 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.

24. Insurance

Effective for 2020, 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, 2020, 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 foreign currency 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.

25. Artist's Assumption of Risks

(a) Artist expressly assumes all risks and liabilities arising from or related to Artist's participation, acts, or omissions at the Event, or performance under the Agreement, 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, 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). SPJA, the Event Facility, and the City (collectively, the "Releasees") have no responsibility or liability, nor is a bailment created, for property delivered by or to Artist. (b) Artist acknowledges the possibility that, after signing this Agreement, it 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 it at that time, may have materially affected its decision to sign it. Artist acknowledges and agrees that it 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, but does apply to acts of ordinary negligence, to the fullest extent permitted by law.

26. 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, acts, or omissions at the Event or performance under the Agreement. This Section 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) breach of a representation or warranty, of Artist's obligations under the 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. This release does not apply to acts of gross negligence or intentional or willful misconduct on the part of the Releasees, but does apply to acts of ordinary negligence, to the fullest extent permitted by law. Artist shall not settle or compromise any claims against any Releasee without that Releasee's prior written consent.

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, unless SPJA has committed to provide services under the Agreement. 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, all rules and regulations of the Event Facility (including, without limitation, copyrights, trademarks, and any union labor work rules, and PCI compliance), and all SPJA Policies. Material noncompliance with this Section may result in immediate removal of the Artist without refund.

30. Export Control Laws

Artist shall not violate or cause SPJA to be in violation of U.S. or other laws and regulations relating to the export or re-export of commodities, technologies, or services, including, but not limited to, the Export Administration Act of 1979, 24 U.S.C. §§2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§1701-1706, the Trading with the Enemy Act, 50 U.S.C. §§1 et. seq.; the Arms Export Control Act, 22 U.S.C. §§2778, 2779; the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. seq.; and the International Boycott Provisions of I.R.C. §999 ("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 **AND** priority mail or overnight delivery by FedEx. If SPJA receives such notice of cancellation **on or before March 1, 2020 (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, 2020, 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. **For 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, which discretion shall be exercised in a commercially reasonable manner, 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 (1) breaches any of its obligations under this Agreement or (2) 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 (as defined below) 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, earth-quakes, fires, failure of power

or utilities, government acts, curtailment of transportation facilities preventing or unreasonably delaying the Event, unavailability of the Exhibit Facility due to reasons other than construction, or other similar cause ("Force Majeure Event"). Thereupon, this Agreement may be terminated or the Event may be moved to another appropriate location, at the sole discretion of SPJA, which discretion shall be exercised in a commercially reasonable manner, and Artist hereby waives any claim for any damages or compensation, except as provided in Section 33.

35. Non-Discrimination

Artist represents and warrants that it does not discriminate in employment, hiring, participation, accommodations, or provision of services on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, height, weight, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by it. Artist shall construct its table to comply with the Americans with Disabilities Act and related laws.

36. Reporting Obligations & Data

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 disclosure laws and regulations that now or may in the future apply to SPJA as a nonprofit organization, or pursuant to subpoena. 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 NOR SPJA'S PREFERRED AUTHORIZED RFID PROVIDER 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. Non-Disparagement

Artist agrees that it will not disparage SPJA or its activities, services, agents, representatives, directors, officers, employees, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement, including comments or posts to social media. Nothing in this paragraph

shall prohibit Artist from providing truthful information in response to a subpoena or other legal process.

39. 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.

40. 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, which discretion shall be exercised in a commercially reasonable manner. This Agreement (including the Artist Alley Packet, all policies incorporated by reference, and any schedules as amended from time to time) is the entire agreement of

the parties on the subject matter hereof. Where any provision of the Agreement (excluding for this purpose the provisions of these Standard Terms) conflict with these Standard Terms, these Standard Terms shall control, unless such provision expressly states that it is intended to and does modify these Standard Terms. Any amendment or modification to this Agreement must be in writing and signed by both parties. Artist may not assign this contract or any right hereunder, or sublet or license all or any portion of its table space without SPJA's prior written consent.

41. 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 Alley Packet, and any schedules) shall be binding upon Artist's heirs and successors. 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.