## WHERE ANIME FANS COME TO PLAY



#### ARTISTS MUST BE PRESENT FOR ALL THREE DAYS OF THE CONVENTION

The artist who purchased the table is required to be present at their table while the Exhibitor's Hall is open to attendees. The artist may of course leave for short periods of time for restroom/food breaks, etc. If the second badge is being used by another artist selling at the table, they must also be present for the majority of the convention. ONLY TWO ARTISTS PER TABLE.

## **ARTIST ALLEY QUALIFICATIONS**

SacAnime's Artist Alley is a venue for artists to display and sell their original artwork and crafts. Artists must be at least 18 years old at the time of the Event.

#### CALIFORNIA SELLER'S PERMIT

By law, any individual selling items in the state of California must have a California Seller's Permit. All artists must keep a physical permit with them according to state policy. The application can be found <a href="here">here</a>. You do not need your permit in order to purchase a table.

#### ARTIST IDENTIFICATION

Artists must provide a valid government issued photo ID (state ID, driver's license, or passport)

#### HARASSMENT/CONFLICT

In the case of harassment or conflict, please notify the Artist Alley staff immediately.

#### **SALES**

#### The following items may be sold:

- Any product featuring an artist's original character.
- Commissioned and hand-drawn works made during the convention, provided that they do not violate any other rule.
- Unique, individual, hand-made items.
- Fan art which clearly shows that the work is produced by the artist, rather than by the license holder.
- Props that are clearly made by the artist that are original rather than of a licensed nature.
- Any beauty or skin care products (soaps, oils, face masks, et all) must be labeled in accordance with FDA regulations, including chemical ingredients and allergy information. By selling these items artists give Staff permission to give their contact email to any convention attendees who purchased these products and have health/safety concerns.

## RESTRICTIONS

# The following items are prohibited from sale within Artist Alley:

Bootleg products (any item purchased from a retailer with the intent to directly resale).

- Items that are a replication of licensed merchandise.
- Traced, photoshopped, transferred, etc. art of a licensed image. This includes, but is not limited to, work from "redraw" projects which directly reference licensed images. Plagiarism of any kind is forbidden!
- 2nd or 3rd party items.
- Food, snacks, or beverages.

#### **Prohibited Fanart**

By request of the creators, artists may not bring or sell any premade merchandise from any of the following franchises:

- HomeStuck
- Rooster Teeth, including both RVB and RWBY
- Welcome to Nightvale

If an Artist has any premade fanart (for sale, or for free) from any of the above they will be required to remove the items from their table. Failure to remove these items will result in the artist being removed from Artist Alley immediately with no refund for their table space and the Artist may be put on probation for the following con season.

#### **Adult Material**

Artwork deemed inappropriate for children must be kept behind the table and out of view. It is the artist's responsibility to ensure that adult material is not accessible to minors. Artists found to be selling adult material to minors will be expelled from the Artist Alley immediately and may receive a permanent ban.

### **Proxy Selling**

Proxy selling (i.e. selling the works of a person who is not present) is strictly prohibited.

#### **Studios**

If multiple people are involved in the pieces for sale, all artists involved must be present for the entire duration of the convention. If you belong to a studio which has three or more employees and thus more than two people are represented in the displayed artwork, please consider acquiring a Dealer's Hall table.

#### **Anthologies**

Any artist that participated in the creation of an anthology is welcome to sell that anthology at their table without the other artists present. Sections of the anthology not created by the artist cannot be sold separately.

#### **Table Transfers**

Tables are non-transferable from one artist to another.

## **Refund Policy**

All table cancellations must be requested within 60 days of purchase. A \$50 processing fee will be withheld from all refunds. No refunds will be issued after 60 days.

### **Dealer's Hall and Artist Allev**

If you have acquired a space in the Dealer's Hall, you are not eligible for an Artist Alley table. You may not have a Dealer's Hall space, and an Artist Alley table at the same time.

## **Copyright Law**

It is the responsibility of the artist to ensure that their artworks do not violate any copyright laws. SacAnime and the Artist Alley staff cannot and will not provide legal protection to artists under any circumstances.

#### RULES OF CONDUCT

- 1. Artist may only occupy their assigned table, and assigned table space.
- 2. Artist's display may not extend beyond the front or sides of the table, and cannot extend more than 3 feet behind the table. Any displays that are blocking walkways, touching neighboring tables, seem unsteady or unsafe, or contain any inappropriate words or imagery can and will be removed or taken down at the discretion of SacAnime's Artist Alley staff.
- 3. Artists are expected to maintain a presence at the assigned table. SacAnime is not liable for items that are left unattended at Artist's table.
- 4. SacAnime is not liable for stolen or lost goods. The doors to the Event Space will be locked and secured after hours, but this does not quarantee the security of the Artist's items.
- 5. Do not use the Artist Alley tables or chairs as step ladders or scaffolding. Artist accepts all responsibility for injury caused by using the Sacramento Convention Center's equipment for anything other than its intended purpose. If the Artist should damage any Sacramento Convention Center supplied materials, Artist will accept full responsibility for replacing the damaged equipment. The tables and chairs are inspected before the convention. If Artist receives faulty equipment it is the Artist's responsibility to immediately inform SacAnime's Artist Alley Staff.
- 6. Artist tables may not be moved. Moving the tables from their original positions may result in Artist's removal from the Event Space without refund.
- 7. Only 2 chairs are permitted at each table. Taking chairs from someone else's table may result in Artist's removal from the Event Space without refund. If you are not using one or both of your chairs, please notify Artist Alley staff so we may remove them for you.
- 8. Securing art or any construction directly to the Sacramento Convention Center equipment such as tables, chairs, and walls is prohibited.
- 9. Any and all set-ups or displays must not interfere with neighboring tables to either side or behind the Artist's table. Any and all set-ups or displays may not block any of the aisles. All displays must be stable, and not pose a hazard.
- 10. Balloons are not permitted under any circumstances in the Event Space.
- 11. All sales transactions must be completed at your table. Selling in other areas of the Sacramento Convention Center as well as in the Event Space aisles is prohibited.
- 12. SacAnime may prohibit the sale of any item at any time, for any reason.
- 13. Customers must be of legal age (18) to view/purchase any material that is inappropriate for minors. All material that is inappropriate for minors must be covered and/or stored away. Failure to do so will result in immediate expulsion of Artist from the Sacramento Convention Center without refund. SacAnime will have final judgement in any violation.
- 14. Misconduct by Artists will not be tolerated and may result in expulsion from the Sacramento Convention Center without refund.
- 15. Music or videos that are played at Artist's table must be at an acceptable sound level. If a complaint is filed, SacAnime will issue a warning. Any subsequent violation will result in removal of Artist from the Event Space without refund.

- 16. Artist has the right to prohibit any and all photography of their Artist Table and any merchandise displayed in their assigned space.
- 17. "Hawking" or yelling to draw attention to your table is prohibited.
- 18. Lit candles or Incense are prohibited. Please do not make your table a fire hazard.
- 19. Industrial Machines and Volatile/Flammable Liquids are prohibited. Please do not bring industrial machines, aerosol cans, airbrushes, or any other supplies or equipment that could be potentially harmful, dangerous or noisy.
- 20. The convention center fines SacAnime for any large messes left behind! Please remove your trash from your table space at the end of the convention. If you do not clean up your table space upon leaving, it will result in penalties up to a temporary ban from showing at SacAnime. "Large messes" includes large amounts of trash, boxes, food packaging, and piles of paper

scraps any larger than 1 ft x 1 ft.

- 21. Artists are prohibited from plugging any electronic devices into the walls of the convention center. If you need power routed to your table accommodations can be arranged for a \$130 fee. That same fee will be charged to anyone found using the wall outlets without exception.
- 22. Artist Display cannot have a canopy or anything that would block overhead sprinklers from putting out a fire.

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

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

**INSURANCE:** Artists understand that neither EVENT nor the Sacramento Convention Center maintain insurance covering ARTIST's property and it is the sole responsibility of the artist to obtain such an insurance.

**LIABILITY:** EVENT and its agents or representatives will not be liable for any injury, loss or damage that may occur to artists or their property from any cause whatsoever. EVENT shall not be liable for failure to perform its obligations under this contract as result of strikes, riots, act of God, or any other cause beyond EVENT's control. Any visiting or viewing with the artist are deemed to be the invitee or licensee of the artist, rather than the invitee or licensee of the EVENT. EVENT shall not be liable for any injury whatsoever to the invitees, licensees, or guests of artists. Artists assume full liability for the action of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agree to hold

harmless INDEMNIFIED PARTIES from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omission of its agents, employees, or independent contractors.

WARRANTY: There is no other agreement or warranty between the ARTIST and EVENT except as set forth in this document. The rights of EVENT under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of EVENT. Any action which EVENT or ARTIST may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought forth in state court located within the Commonwealth of California, and EVENT and ARTIST hereby waive all questions of personal jurisdiction or venue order to give effect of this provision. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect.

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