

Artists Alley Contract 2018

1. MomoCon Rules and Regulations

MomoCon staff welcomes all artists to participate in the Artists Alley at MomoCon '18! The convention is held at the **Georgia World Congress Center** on **May 24-27, 2018**. We ask that all artists please be respectful of decisions that the staff might have to make concerning the Artists Alley. We are working to try to make the con experience great for everyone, and thus may have to make changes that differ from the initial plans. Should a problem arise with another AA participant, please speak to a staffer. MomoCon reserves the right to deny an Artists Alley space to anyone should a problem occur.

2. Policies

Food and beverage sales are **strictly prohibited**. We ask that you **only use masking tape or pins in fabric panels** for temporary room decorations. Please do **not** use staples, nails, tacks, or other forms of tape. Do **not** place stickers or paints, or deface venue materials in any permanent fashion. Signs, banners, and flyers may not be posted on venue property outside of your table space. If you have nudity/adult artwork, **keep it covered**. If any artist is seen with exposed adult material, they will be asked to cover it. If they do not comply, they will be asked to leave and forfeit their AA space. No adult material may be viewed, sold, or distributed to minors. MomoCon reserves the right to judge the acceptability of all displays containing adult material. MomoCon prohibits direct tracing works from official artwork. **No food or food materials are permitted to be sold in the Artists Alley.**

Artists are left to their own discretion regarding the copyright of their characters. If contacted by a copyright holder or representative, MomoCon will fully comply with all requests.

3. Pricing and Availability

Artists Alley spaces are sold for **\$250** for a 6 foot table, two chairs, and two MomoCon admissions. This price is not negotiable. Artists are asked not to encroach upon their neighbor's space unless they are given permission. A contact number will be provided should an emergency arise and email contact is insufficient. No-show spaces will be sold to available wait list patrons at the discretion of staff. All AA payments must be made **upon application**.

Artists are welcome to participate in any event at the convention with the same rate and cost as a normal convention attendant.

4. Reserving Multiple Spaces

Artists are limited to one space due to a limited number of spaces available and demand.

MomoCon - VENDOR CONTRACT - TERMS AND CONDITIONS

1) MomoCon agrees to provide 6' artist tables, which will be located in the area designated "Artists Alley". MomoCon agrees to make said tables and exhibit space available to the Artist by no later than 9pm on Wednesday, May 23rd, 2018 for load in. Artist agrees to vacate convention hall premises by no later than 9pm on Sunday, May 27th, 2018.

2) MomoCon agrees to be responsible for promoting the show. MomoCon makes no representations as to the number of attendees and/or customers who will be in attendance. Previous year attendance figures can be found on www.animecons.com

3) Subletting of tables is not permitted.

4) Only juried applicants, approved by MomoCon for MomoCon 2018, can apply.

5) Artist shall be responsible for the actual setup of their displays. MomoCon shall not be liable for any loss or damage to Artists' property or for any personal injury suffered by Artist or any of their agents. Artist will hold MomoCon and the Georgia World Congress Center harmless for any personal injury or damage to goods that may occur.

6) The following activities are prohibited in the Artists Alley at all times: Smoking or any burning of objects; sales of food or beverage products; consumption or possession of alcoholic beverages, sales of bladed weapons, sales of 18+ material, not limited to hentai, yaoi, yuri, porn, etc.

7) All artists shall have a signed copy of the MomoCon Artist Contract (this document) on file with MomoCon. No artist shall be allowed to sell merchandise or services at the convention facility without having a signed copy on file with MomoCon. No party shall be allowed to sell merchandise or services outside of the space deemed "Artists Alley" or in these areas outside of the given hours.

8) Artists may play audio devices at low volume. MomoCon reserves the right to determine the definition of 'low volume'. Furthermore, MomoCon reserves the right to determine what audio content may be played during the hours of operation of the Artists Alley.

9) All artists must have loaded in their tables before Thursday, May 24th, 2018 at 1PM, or send written notice of reason for being late no later than 1 week before the date. If an artist has a last-minute emergency that will cause them to be late or have to cancel, it is the responsibility of the artist to notify AA staff as soon as possible. All emergency cases will be handled on a case-by-case basis at the AA staff's discretion. Tables which have not been claimed by that time may be resold at the sole discretion of MomoCon.

A) Tables that are cancelled prior to March 15th, 2018 with written notice shall be refunded one hundred (100) percent of its cost. No refunds will be available after this date.

B) Artist agrees to hold MomoCon faultless for any lost investments or revenues as a result of either (a) unclaimed or (b) cancelled tables.

C) If MomoCon is cancelled because of an Act of God or other event beyond the control of MomoCon, and the event cannot be rescheduled, MomoCon will make good faith attempts to refund 50% of the amount paid.

D) Any breach of the provisions of this paragraph 10 due to communication failures will be handled in a best faith manner.

10) The Artist agrees to comply with all municipal, state, and federal requirements, if any, in connection with all sales, including but not limited to any sales or other tax laws. Artist will be responsible for all filings with state and local ordinances.

11) MomoCon takes no responsibility for any copyright infringing material, and will fully comply with all requests from licence holders and law enforcement to inform artists of infractions.

12) Artists shall not display material which is deemed offensive or inappropriate. MomoCon has the sole right to determine what is or is not offensive or inappropriate. Artists who continue to display material which has been deemed to be offensive or inappropriate may be ejected without warning and without refund. Artists shall not display or sell art that is direct tracing from official sources.

13) Artists are expected to follow the same rules of behavior as the rest of the convention attendees during off-hours. Any Artist ejected from the convention during those hours must leave immediately the next morning during the set-up time.

14) Artists will have thirty (30) minutes to close down for the night each evening. After the thirty minutes, the room will be locked. Under no circumstances will it re-open until the posted time the next morning.

15) Artist is responsible for providing their own insurance, if desirable, to protect Artist and Artist's property from damage, loss, theft, harm, or injury. MomoCon will not obtain insurance on Artist's behalf. Artist is solely responsible for their own company exhibited material, goods, samples, and other property. Artist will provide all documentation to local and state offices for tax collection and applicable licences. MomoCon takes no responsibility to report or collect documentation regarding individual artist earnings on behalf of any tax authority.

16) MomoCon will lock the Artists Alley after hours and provide hired security. MomoCon, however, is not responsible for any loss or damage to Artist's property which may occur.

17) Artists shall keep all designated areas clean and will not nail, screw, or attach anything to the exhibit hall space. Artists are asked to use only masking tape or pins in fabric panels to hang temporary decorations, and refrain from using staples, nails, tacks or other forms of tape. Artists are not to place stickers, paints, or deface venue materials in any permanent fashion. Signs, banners, and flyers may not be posted on venue property.

18) All displays, chairs, tables, and merchandise must be maintained within Artist's designated area.

19) Selling of items by Artists on convention grounds - which includes the stated event location, adjoining facilities, and their parking lots - outside of the Artists Alley or any other designated area noted by MomoCon is NOT allowed during the weekend of any MomoCon event. This includes the selling of items inside hotel rooms, lobby, or its facilities (outside of specified Vendor rooms with full payment). Artists who fail to comply will be ejected without warning and without refund.

20) Artists will hold faultless MomoCon and event facilities or any of their respective officers, agents, employees, members, representatives or affiliates, from any liability, damage, loss, harm, claim, or injury to property or person of the Artist, Artist officers, agents, employees or other persons, whether caused by the negligence of MomoCon or event facilities, or from theft, fire, water, accident, or any other cause whatsoever.

21) MomoCon reserves the right to make changes to or amend this contract and has the final say on all matters pertaining to the use and function of the Artists Alley during the run of the show.

1. **Official Agreement**

Print this page out and bring it to the convention to be signed and dated.

I, the Artist, agree to refrain from selling adult material at any MomoCon at any time and to keep all adult material covered (material determined by age rating or a mutual agreement as to what items constitute "adult"). I agree to respect other artists and not encroach upon their given space (barring extenuating circumstances). I agree to adhere to all venue rules and regulations, outlined in the Artists Alley packet. I understand that the amount that I pay only guarantees the stated number of space(s). I agree to adhere to the posted Artists Alley hours, and absolve MomoCon, Georgia World Congress Center, and all volunteers of any responsibility for theft or destruction of merchandise. I agree to refrain from selling food products. I agree to adhere to the venue policy of hanging materials. I agree to refrain from selling non-legitimate materials (not limited to bootlegs or fansubs).

We, the con administration, reserve the right to remove any artist for any reason listed above, dearth of payment, or inappropriate behavior. We will make good faith attempts to prevent theft and destruction of artist property.

Signature