



# SAKURA-CON

**Pacific Northwest Anime  
Convention**

**2602 So. 38th St. Tacoma, WA 98409**

**[www.sakuracon.org](http://www.sakuracon.org)  
[www.ancea.org](http://www.ancea.org)**

## Art Show Participation Agreement 2014

The Artist hereby submits this application for space at Sakura-Con 2014 to the Asian-Northwest Cultural Education Association, a Washington nonprofit corporation ("ANCEA" or "Organizer") and hereby acknowledges and agrees to the terms and conditions set forth herein and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. The Artist further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract ("Contract"), enforceable against the Artist and or the Artist's agents in accordance with its terms.

### Location and Placement

The Sakura-Con 2014 Convention will be held at The Washington State Convention and Trade Center in Seattle from Friday, April 18th, 2014 to Sunday, April 20th, 2014.

### Times of Set Up

Thursday: April 17th, 2014 4pm - 7pm

Friday: April 18th, 2014 10am - 11:30am

### Pick Up and Removal of Unsold Art

Sunday: April 20th, 2014 3pm - 4pm

### Times of Operation

Friday: April 18th, 2014 12pm - 9pm

Saturday: April 19th, 2014 10am - 9:30pm

Sunday: April 20th, 2014 1pm - 3pm

### Art Show Auction

Sunday: April 20th, 2014 12pm - 1pm

The Organizer reserves the right to change the Art Show hours of Sakura-Con 2014 as it may deem necessary. Set up for the Art Show will be on Friday, April 18th, 2014, from 10am - 11:30am to take possession of rented space. If the Artist does not take possession by 11:30am, space reservation is void and will be rented to any interested party. An Artist with proof of ANCEA membership and submission of all forms and fees may take possession of unclaimed space at \$15.00 per space as available after 11:30am, Friday, April 18th, 2014.

**After the completion of Art Show Auction, artists must collect and remove all of their unsold works of art (and materials associated with the display thereof) from the Convention Facility between the hours of 3pm - 4pm.** Any unsold works or materials left behind after the pickup time cutoff shall be considered abandoned, and shall become the property of the Organizer. The Organizer, in its sole discretion, may dispose of said property in any manner it deems proper, including, without limitation, by sale, disposal, or destruction.

## **Forms**

Each Artist must fill out and submit a Registration Form and pay in full the appropriate fee. Please make checks and money orders out to: Sakura-Con. Upon approval by the Organizer, a copy of this agreement accompanied with payment in full, will constitute a Contract and effectively serve as a reservation of space at the Art Show.

The following forms must be filled out prior to set up: Art Show ID Tags (Art, Print Shop, and Model), and Control Sheets (Art and Print Shop).

## **Fees/Payments/Deductions/Spaces**

Each Artist may reserve a grid and/or table.

Display units are approximately 4' x 7' one-sided grids, and approximately 4' x 2' table spaces. There is a maximum amount of 3 grids and/or table units per artist. (After 11:30am on Friday, April 18th, 2014, if there are unclaimed or open spaces, Artists may purchase additional space beyond the maximum 3 grid/table allowance.) Space will be assigned on a first-come first-served basis.

There will be a limited number of spaces available. Registration into the Art Show is \$10 and includes one grid or one table space. This must be indicated on the Registration Form. Additional spaces may be purchased at \$15 each. Spaces may be shared, but the Artist must indicate on the Registration Form that the space will be shared with another Artist. Of course, all Artists must submit a Registration Form and Fee and purchase an ANCEA Membership to be allowed into the Art Show. Artists registering at the time of the convention for the purpose of using unclaimed or unused space shall be subject to a registration fee of \$15.00 per space.

The Organizer will collect all monies paid for the purchase of artwork at the Art Show. Side deals between the Artist and Convention Attendees are strictly prohibited and will subject the offending Artist and Convention Attendee to immediate expulsion from the Convention. From the total monies collected for the sale of an Artist's artwork at the Art Show, the Organizer will deduct a 15% fee. Within six to eight weeks from the conclusion of the Convention, the Organizer will issue a check to the Artist for the remaining net proceeds (total monies collected minus 15%).

## **Payment Forms**

Payment for exhibition space at the Art Show is due in full and is to be enclosed with this agreement. Please make checks payable to: Sakura-Con. Upon approval by the Organizer, a copy of this agreement accompanied with payment in full will constitute a Contract and effectively serve as a reservation of

space at the Art Show. There is a limited amount of tables available, and they will be assigned on a first-come first-served basis.

## **Registering for Art Show**

Artists have two options for requesting space within Art Show. Artists may request space using our online registration form, or they may print out and complete the Registration Form at the end of this document. Checks and money orders should be made out to "Sakura-Con". Artists that choose to complete the Registration Form offline must send the Registration Form and payment postmarked by Friday, March 7th, 2014 to the address below. Additionally, if you have not heard from us a few days after filling out our online registration form, please contact the Art Show Coordinator ([artshow@sakuracon.org](mailto:artshow@sakuracon.org)) with your contact information, the number of tables/grids requested, and the total amount paid. This will ensure that we have your details ahead of time so we can adequately plan for your reservation. (Artists already signed up for Art Show and interested in additional space after the March 7th deadline may purchase additional space on Friday, April 18th, 2014 after 11:30am.) **Please note: Reservations are not considered valid until we receive your payment and signed contract.**

Please send mail-in Registration Forms and all payments to:

Sakura-Con  
ATTN: Art Show  
2602 So. 38th St.  
PMB 78  
Tacoma, WA 98409

## **Shipping Artwork**

Upon written request, and only after receiving the Organizer's express written consent, an Artist may ship his/her artwork to the Organizer prior to the Convention dates. Any Artist who chooses to ship his/her artwork to the Organizer must ensure that the shipment is delivered to the Organizer no less than one week but no more than three weeks prior to the commencement of the Convention. All shipments must be fully insured to adequately cover the value of the artwork and shipped via UPS, FedEx, or DHL. Any Artist choosing to ship their artwork shall assume all risk and hold the Organizer harmless for any and all loss or damage incurred to the artwork at any point no matter whether the artwork was under the exclusive possession or control of the Organizer when the loss or damage was incurred. See below Contract Terms for more details regarding the Organizer's limits on liability and the Artist's assumption of risk.

## **Artist Membership**

Every Artist exhibiting at the Art Show must be a paid ANCEA member for 2014 and be in attendance at the Convention.

## **Products and/or Services to be Displayed and/or Sold**

All items on sale must be an original creation of the Artist(s). No commercially produced items of any type will be permitted to be sold, unless such commercial product is the original creation of the Artist.

## Art/Model Requirements

Entries must be of an original work of Anime, Science Fiction, Fantasy, Historical, Asian, or other related theme. Any material depicting nudity or sexual conduct is strictly prohibited from being displayed or sold in the Art Show.

All two-dimensional (2D) entries must be matted, framed, or designed for gallery hanging. All three-dimensional (3D) entries (sculptures/models) must be able to stand freely or rest upon a stand or rack provided by the Artist. Print Shop entries must accompany a table reservation and be displayed appropriately.

## Art Show Contract Terms

- 1. Defined Terms.** The term "Convention" means Sakura-Con Northwest Anime Convention. The term "Convention Dates" specifically references the dates during which the Convention shall be held. The term "Facility" shall refer to the Washington State Convention Center in Seattle, WA. The Convention is organized, produced and operated by the Asia-Northwest Cultural Education Association ("ANCEA"). The term "Organizer" shall include collectively ANCEA, Sakura-Con, and each of its/their respective officers, directors, agents, affiliates, representatives, employees, volunteers, and assignees, unless the context requires otherwise. The term "Artist" collectively means (a) the company and/or any other person that applied for rental of grid and/or table space located in the Art Show at the Convention and was accepted by the Organizer in the manner specified below, and (b) in the case of a business or corporation, each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees as applicable. The term "Contract" collectively refers to the fully executed Art Show Application and Contract. The term "Adult Material" shall include any book, pamphlet, paper, writing, advertisement, circular, print, picture, drawing, video, digital depiction, or other representation, figure, or image on or of paper, film, digital media, or other material, which contains nudity or sexually explicit images, audio, or scenarios; OR any cast, instrument, toy, or other article with a sexual or prurient primary intended use, which is inappropriate or legally prohibited for viewing, use and/or consumption by persons under the age of 18. The term "Obscene" shall be defined in accordance with the U.S. Supreme Court's legal definition, "For something to be 'Obscene' it must be shown that the average person, applying contemporary community standards and viewing the material as a whole, would find (1) that the work appeals predominately to "prurient" interest; (2) that it depicts or describes sexual conduct in a patently offensive way; and (3) that it lacks serious literary, artistic, political, or scientific value. An appeal to "prurient" interest is an appeal to a morbid, degrading, and unhealthy interest in sex, as distinguished from a mere candid interest in sex."
- 2. Contract Formation.** This document represents the terms of the Organizer's offer to Artist for use of grid and/or table space at the Convention facility. The Artist's signature on this document shall constitute full and voluntary acceptance of the Organizer's terms. Moreover, by signing this document, the Artist warrants that it has had an opportunity (regardless of whether such opportunity was exercised or not) to review each and every term herein with an attorney of its choosing, has itself read each and every term herein, and understands and accepts each and every term herein. The terms of this document shall constitute a legally binding Contract upon the Organizer's approval of the Artist's fully executed and signed application packet and the Organizer's acceptance of applicable

fees for the Artist's rental of the Convention's space. To be sure, the Organizer shall not be bound by any terms in this document until the Artist completely and properly executes this document and pays in full the applicable fees to the Organizer.

3. **Assumption of Risk.** Artist expressly assumes all risks associated with, resulting from, or arising in connection with the Artist's participation or presence at the Convention, specifically including, but not limited to, all risks of theft, loss, harm, damage, or injury to the person including death, property, business, or profits of the Artist, whether caused by negligence, intentional act, accident, act of God, or otherwise. The Artist has sole responsibility for its property and/or exhibits or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area, loading dock, or bad, including but not limited to any subrogation claim by its insurer). Neither the Organizer nor the Convention facility shall be responsible or considered a bailee for property delivered by or to the Artist even in the event that such delivery is shipped to the Organizer or passes through the temporary control of the Organizer or the Convention facility.
4. **Release From Claims.** Neither the Organizer nor the Convention facility shall be liable for, and the Artist hereby fully and forever releases and discharges the Organizer and the Convention facility, individuals and collectively, and their present and former officers, directors, shareholders, employees, volunteers, contractors, agents, representatives, and attorneys, and their respective predecessors, assignees, lessees, and successors in interest from, all claims, actions, causes of action, demands, cross-claims, counterclaims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, expenses, consequential damages, torts, losses, and liabilities whatsoever in law or in equity, which may accrue individually, collectively or otherwise in connection with, relating to or arising out of the Artist's participation and/or attendance at the Convention. The Artist acknowledges that subsequent to the execution of this Contract, there is a possibility that it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this Contract was executed, and which if known by the Artist at that time may have materially affected its decision to execute this Contract. The Artist acknowledges and agrees that by reason of this Contract, the Artist is assuming any risk of such unknown facts and such unknown and unsuspected claims. The Artist also specifically releases the Organizer from any and all claims related to the Organizer's shipment, storage, handling, delivery, or set up of his/her artwork.
5. **Indemnification.** The Artist shall on a concurrent basis, indemnify, defend (with legal counsel satisfactory to the Organizer in its sole discretion) and hold the Organizer and the Convention facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with (a) the Artist's participation or presence at the Convention, (b) any breach by the Artist of any agreements, covenants, promises, or other obligations under this Contract, (c) any matter for which the Artist is otherwise responsible under the terms of this Contract, (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other intellectual proprietary right, (e) any libel, slander, defamation, or similar claims resulting from the actions of the Artist, (f) harm or injury (including death) to the Artist, (g) loss or damage to property or the business or profits of the Artist, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise; and (h) any and all torts whether they are intentional or a result of negligence. The Artist shall not settle or compromise any claims against the Organizer without the Organizer's prior written consent.

6. **Limitation of Liability.** Under no circumstances shall the Organizer or the Convention facility be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any acts or omissions whether or not warned of the possibility of any such lost profits or damages. Under no circumstances shall the Organizer's maximum liability ever exceed the amount actually paid to the Organizer by the Artist for grid and/or table space rental pursuant to this Contract. The Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Convention or regarding any other matters.
7. **Qualifications of Artist.** The Organizer, in its sole discretion, shall have the right to determine whether a prospective Artist is eligible to participate in the Convention. All Artists who wish to participate must be members of ANCEA. The Organizer may, at its discretion, require applicants who have not previously exhibited at a prior Convention or similar event held by the Organizer, to submit a description of the nature of their art and the items they intend to exhibit. Failure to respond to the Organizer's request will result in the denial of the application. At any time prior to or during the Convention, the Organizer reserves the right to restrict or remove any exhibit, which the Organizer in its sole discretion determines to be objectionable, offensive, inappropriate, or illegal. Artists are strictly prohibited from displaying any Adult or Obscene Material. A violation of this prohibition may result in the Artist's immediate expulsion from the Convention without recourse, and may also result in additional penalties including, but not limited to, the suspension of Art Show and/or membership privileges for any duration up to a lifetime ban with the duration to be decided by the Organizer in its sole discretion. If the Organizer removes or restricts an exhibit which the Organizer considers to be objectionable, offensive, inappropriate, or illegal, then no refund will be due the Artist for the rental of the exhibit space.
8. **Cancellation by the Artist.** Should, for any reason, an Artist choose to cancel this contract at any time prior to the conclusion of the Convention, any monies paid as a deposit to secure exhibit space shall be deemed equivalent to the cancellation fee or liquidated damages and shall not be refunded. The Organizer reserves the right, in its discretion, to treat an Artist's downsizing of exhibit space as cancellation of the original exhibit space and purchase of new exhibit space. The Organizer may require an Artist requesting a downside of exhibit space to move to a new location.
9. **Cancellation by the Organizer.** If the Artist fails to make a payment required by this Contract in a timely manner, or otherwise materially violates a provision of this Contract, the Organizer may immediately terminate this Contract and the Artist's participation in the Convention without further notice and without obligation to refund monies previously paid. The Organizer also reserves the right at its discretion to refuse the Artist access to the Convention if the Artist has failed to pay all monies due to the Organizer or the Convention facility. Organizer is expressly authorized, but without obligation, expressed or implied, to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph. The Organizer may occupy or dispose of such space in any manner it may deem best. To be sure, the Artist's vacating of its exhibit space or expulsion from said space will not release the Artist from any liability arising thereat. The Organizer may also terminate this Contract, effectively immediately upon service of written notice of termination on the Artist, if the Artist breaches any of its obligations under the Contract. Such termination shall not create any obligation, expressed or implied, for the Organizer to refund any payments previously

made. Nor shall such termination effect to release the Artist from any liability arising as a result of or in connection with such breach.

10. **Cancellation of the Convention.** If the Organizer is forced to cancel the Convention due to circumstances beyond the Organizer's reasonable control, such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Convention facility, the Organizer shall refund to each Artist any fees already paid for exhibit space, minus a share of the Organizer's costs and expenses incurred to date. Such refund shall be considered full satisfaction of the Organizer's liabilities to the Artist. The Artist expressly recognizes the Organizer's right to cancel, rename, or relocate the Convention or change the Convention Dates. If the Organizer changes the name of the Convention, relocates the Convention to another facility but within King County, or changes the Convention Dates, with the new dates not being more than thirty (30) days earlier or thirty (30) days later than the original Convention Dates, then no refund will be due to the Artist provided that the Organizer designates to the Artist a reasonably comparable exhibit space at the new facility. This Contract's terms and conditions of the Artist's use of the facility's exhibit space shall also apply to the Artist's use of the exhibit space at the new facility. If the Organizer elects to cancel the Convention for reasons other than previously described in this paragraph, move the Convention outside of King County, or change the Convention Dates outside of the thirty (30) day scope discussed above, the the Organizer shall refund to each Artist all monies paid to secure exhibit space. Such refund shall be considered full accord and satisfaction of any and all claims that the Artist may have against the Organizer for canceling the Convention.
11. **Exhibit Space Occupancy and Operation.** Organizer shall expressly specify dates and hours for installing, occupying, and dismantling exhibits at the facility. If the Artist fails to install its exhibits in the assigned exhibit space prior to the official commencement of the Convention, the Organizer shall have the right, but not the duty, to take possession of the exhibit space. In such instance, the Artist's payment for such exhibit space shall be deemed forfeited and the Artist shall receive no refund from the Organizer. If, per the terms of this paragraph, the Organizer takes possession of the Artist's exhibit space, the Organizer may seize any merchandise located in the exhibit space. The Artist expressly recognizes that any bailment thereby created is a gratuitous bailment as it is for the sole benefit of the Artist. All exhibits must be open for business during all official Convention hours. Artists are prohibited from dismantling any display or exhibit until the Convention is officially closed by the Organizer. Artists are also prohibited from selling any merchandise outside of their rented exhibit space. The selling or display of artwork or merchandise outside of the designated exhibit space, but within the Convention facility, shall be grounds for an offending Artist's immediately expulsion form the Convention and any further corrective action the Organizer may deem necessary or appropriate under the circumstances including, but not limited to, the suspension of membership or Art Show privileges for a duration up to a lifetime ban.
12. **Listings and Promotional Materials.** In executing this Contract and by attending the Convention, the Artist expressly grants to the Organizer a perpetual nonexclusive license, supported by valid consideration, to use, display, and reproduce the Artist's name, trade names, and product names in any directory (print, electronic, or other media) and to use such names in the Organizer's promotional materials. The Organizer shall not be liable for any errors in any listing or descriptions, or for omitting any Artist from a directory or any other compilation of informational or promotional material. The Artist agrees that the Organizer may also record images (in any media format) of the Artist's exhibit

space, exhibit, artwork, and personnel during, before, or after the open hours of the Convention and use such images for any legitimate promotional purpose relating to the Organizer's activities.

13. **Care of the Convention Facility.** All freight, cargo, merchandise, and exhibit material must enter the Facility through the designated loading stations. When installing their exhibits, banners, displays, artwork, and decorations, etc., the Artist shall not nail, tack, staple, tape, glue, or otherwise fasten to ceilings, walls, painted surfaces, or columns. Artists are also strictly prohibited from punching, drilling, or coring holes into the Facility. Artists shall promptly pay for any and all damages, whether intentional or accidental, it causes to the Convention Facility or associated facilities, booths, equipment, or the property of other Artists. An Artist's who fails to promptly pay for any damage it caused may, at the Organizer's sole discretion, be banned from future Conventions and/or events held by the Organizer.
14. **Taxes, Licenses, and Insurance.** The Artist shall be solely responsible for obtaining any and all applicable licenses, permits, and/or approvals under federal, state, or local law applicable to its activities at the Convention. The Artist shall also obtain any and all necessary tax identification numbers and permits, and be solely responsible for paying all taxes, license fees, usage fees, or other fees, charges, levies, or penalties that become due to any governmental authority, or to the Facility, in connection with its activities at the Convention. Prior to the Convention Dates, all Artists are required to obtain a Universal Business Identification (UBI) number, irrespective of whether they are vendors originating from in-state or from out-of-state. The Artist understands that neither the Organizer nor the Facility will maintain any insurance covering any of the Artist's property, displays, or merchandise, and it is the Artist's sole responsibility to obtain such insurance in amount large enough to cover the combined value of all of the Artist's property, displays, and merchandise. Upon the Organizer's request, at any time prior to or during the Convention, the Artist shall provide a copy of the certificate of said insurance coverage.
15. **Copyrighted Materials.** Artists shall not play or permit the playing, performance, or distribution of any copyrighted material at the Convention unless it has obtained all necessary rights and/or licenses and paid all required royalties, fees, or other payments.
16. **Observance of Laws.** The Artist shall abide by and observe all federal, state, and local laws, codes, ordinances, rules, and regulations, and all rules and regulations of the Convention Facility including, but not limited to, any union labor work rules. Without limiting the generality of the foregoing, the Artist shall construct its exhibits and table to comply with the Americans with Disabilities Act.
17. **Additional Terms and Conditions.** The Organizer has sole control over attendance policies. Except as provided to the contrary in this Contract, all monies paid by Artist shall be deemed fully earned and non-refundable at the time of payment. The Artist shall conduct itself at all times in accordance with normal standards of decorum and good taste. An Artist who fails or refuses to abide by any of the terms of this Contract and/or any of the accompanying rules and regulations may, at the Organizer's sole discretion, be banned from future Conventions and/or events held by the Organizer. The Artist may not assign this contract or any right herein nor may the Artist sublet or assign any portion of its exhibits space without the prior written consent of the Organizer. The decision whether to grant such consent shall be in the Organizer's sole discretion.



18. **Service Guide.** Some time prior to the Convention Dates, the Organizer may send a Service Guide to the primary contact listed on the front of this document. The Service Guide will include information integral to participation at the Convention, including but not limited to, additional rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibit display rules, and move-in/move-out schedules. All Artists are expected to review the Service Guide and abide by its terms, rules, and regulations.
19. **Incorporation of Rules and Regulations.** Any and all matters pertaining to the Convention and not specifically covered by the terms and conditions of this Contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Artist. Any such rules and regulations (whether or not included in the Artist Service Guide or similar document) are an integral part of this Contract and are incorporated herein by reference and shall have the full force and effect as if the rules and regulations are fully set forth herein. The Artist is expected to observe and abide by these additional and/or amended rules and regulations.
20. **Governing Law.** This Contract is governed by the laws of the State of Washington as applied to contracts entered into and entirely performed within such state. The Artist agrees that the courts located in the State of Washington shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with, or related to this Contract or the breach of any provision of this Contract. The Artist waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in King County, Washington.
21. **Character of Displays, use of Aisles, and Common Areas.** Distribution of samples, printed matter of any kind, and any promotional material is restricted to within the Artist's rented exhibit space. All Artists shall display products or services in a tasteful manner as determined in the Organizer's sole discretion. The aisles, passageways, and overhead spaces remain strictly under the control of the Organizer and the Facility, and no signs, decorations, banners, advertising material, or special exhibits will be permitted in any of these spaces except by written permission of the Organizer. Equipment must be arranged so that it does not significantly obstruct the flow of traffic between other grids and/or tables in the viewing area. Any entertainment or moving advertisements outside of an Artist's designated exhibit space is prohibited.
22. **Display of Adult and/or Obscene Material.** Artists are strictly prohibited from displaying any Adult and/or Obscene Material. In its sole discretion, the Organizer may expel from the Convention any Artist caught violating this provision. If the Organizer removes or restricts an exhibit which the Organizer considers to be objectionable, offensive, inappropriate, or illegal, then no refund will be due the Artist for the rental of the exhibit space. At its sole discretion, the Organizer may take any further corrective action the Organizer may deem necessary or appropriate under the circumstances including, but not limited to, the suspension of membership or Art Show privileges for a duration up to a lifetime ban.
23. **Sale of Adult and/or Obscene Material.** Artists are strictly prohibited from selling any Adult and/or Obscene Material. In its sole discretion, the Organizer may expel from the Convention any Artist caught violating this provision. If the Organizer removes or restricts an exhibit which the Organizer considers to be objectionable, offensive, inappropriate, or illegal, then no refund will be due the

Artist for the rental of the exhibit space. At its sole discretion, the Organizer may take any further corrective action the Organizer may deem necessary or appropriate under the circumstances including, but not limited to, the suspension of membership or Art Show privileges for a duration up to a lifetime ban.

24. **Sound Advertisements.** The use of devices for mechanical reproduction of sound or music is permitted, but must be reasonable. Artists are specifically prohibited from operating noise-creating devices such as drums, bells, horns, pyrotechnics, loudspeakers, or megaphones. The Organizer reserves the right to determine sound interference with others and the Artist shall comply with any request by the Organizer to reduce the volume of or discontinue any such sound or music.
25. **Fire and Safety.** Federal, state and city laws, ordinances, and administrative codes must be strictly observed by all Artists. A full listing of these fire and safety regulations may be found in the Service Guide.
26. **Pirated Merchandise.** Pirated or bootlegged merchandise including, but not limited to, unauthorized copies of CDs, DVDs, video games, plushies, toys, or any other copyrighted goods will NOT be permitted for sale under any circumstances. If the Organizer discovers that an Artist is offering pirated merchandise for sale or for free as a sample or promotional item, then they will be immediately expelled from the Convention Facility, and will not be permitted to attend the Convention in any capacity for a period of no less than five (5) years. At its sole discretion, the Organizer may take any further corrective action the Organizer may deem necessary or appropriate under the circumstances including, but not limited to, the suspension of membership or Art Show privileges for a duration up to a lifetime ban.
27. **Authorization to Display or Exhibit Weapons.** At least one month prior to the Convention Date, any Artist considering the use or inclusion of weapons or weapon replicas in their artwork at the Art Show must provide to the Organizer a detailed written description of each such weapon or weapon replica along with an explanation as to how the Artist intends to use such weapon or weapon replica in his/her artwork. After reviewing said description, the Organizer at its discretion may take one of three actions: (1) grant provisional authorization for the Artist to include only the specifically described weapons or weapon replicas in his/her artwork; (2) make a written request for additional information regarding the weapons or weapon replicas; (3) prohibit the Artist from using any or all of the specifically described weapons or weapon replicas. Should the Organizer choose to prohibit the use or inclusion of any weapon or weapon replica, then the Organizer shall so specifically state to the Artist in writing. Take note, however, that the sale or display of projectile weapons of any kind, i.e. crossbows, airsoft pistols and rifles, throwing stars, etc., is strictly prohibited.
28. **Display of Weapons.** At least one-hour prior to opening of the Art Show each day of the Convention, the Organizer will conduct an inspection of all exhibits and displays to ensure that all weapons or weapon replicas are displayed in a manner consistent with the terms of this Contract. Any weapons or weapon replicas not properly displayed or expressly authorized per the terms of Section 27 prior to the commencement of the inspection period may not be exhibited or displayed that day. In its sole discretion, should the Organizer determine that an Artist's display is not in compliance with the terms of this Contract, the Organizer may demand that the Artist alter or remove a display. If the Organizer, in its sole discretion, determines certain weapons or weapon

replicas to be too dangerous for display at the Convention, the Organizer may deem the immediate removal of such materials from the premises of the Convention Facility. Should an Artist defy any request, instruction, or demand of the Organizer concerning the display of weapons or weapon replicas, or should an Artist add to, change, expand, or otherwise materially alter a display after the above-mentioned inspection period has concluded, then the Organizer may confiscate the offending articles and dispose of them in any manner it deems appropriate including, but not limited to, destruction. Take note, however, that the sale or display of projectile weapons of any kind, i.e. crossbows, airsoft pistols and rifles, throwing stars, etc., is strictly prohibited.

29. **Sale of Weapons.** Artists are strictly prohibited from selling any weapons or weapon replicas whatsoever. In its sole discretion, the Organizer may expel from the Convention any Artist caught violating this provision.

# Art Show Registration Form 2014

## Artist Information

Artist Name		Agent Name	
Address		Address	
City	State/Province	City	State/Province
Zip Code	Country	Zip Code	Country
Phone Number		Phone Number	
E-mail		E-mail	
What type of artwork do you plan to sell?			
Artist work will be submitted by the following: Artist, Agent, Mail, FedEx, UPS, Other?			
Artist work will be returned by the following: Artist, Agent, Mail, Other?			

## Associated Fees

Category	Cost	Quantity	Total Cost
Grids	\$10.00 each (\$15 for additional) *		\$
Tables	\$10.00 each (\$15 for additional) *		\$
		Total:	\$

\* \$10.00 is the cost for the first grid or table you purchase, after which, subsequent grids and/or tables will be rented at \$15.00.

## Art Show Agreement

AUTHORIZED SIGNATURE: Artist has read and agrees to adhere to the terms stated in the Art Show Registration Form. The Artist further acknowledges that failure to abide by the terms of Sakura-Con 2014 Art Show Agreement shall be considered a breach of contract that may result in the loss of the Artist's Art Show privileges including, but not limited to, expulsion from the Convention, without recourse or refund. If the Artist has assigned an Agent, that Agent is hereby granted permission to act on behalf of the Artist with regards to all aspects of the Artist's works and sale thereof. The Artist understands that the Artist is legally bound by the actions of the Artist's designated Agent.

Artist Name	Artist Signature
Agent Name	Agent Signature
Date	