



## **2023 Artist Alley Agreement**

This contract between KuroNeko Cultural Association and Artist constitutes an agreement for KuroNeko Cultural Association to provide Artist with booth space in the KuroNekoCon 2023 Artist Alley in exchange for the rental fee.

### **1. Defined Terms**

The term “Convention” refers to the event KuroNekoCon, abbreviated as “KNC.” For the purpose of this contract and other associated documents, the terms “Convention” and “KNC” will be used interchangeably. The term “Convention Dates” specifically references the dates during which KNC 2023 will be held. The term “Convention Facility” shall refer to the DoubleTree by Hilton Hotel Spokane City Center in Spokane, WA. KNC is organized, produced and operated by the KuroNeko Cultural Association (KNCA). The term “Organizer” shall include collectively KNCA, KNC, and each of its/their respective officers, directors, agents, affiliates, representatives, employees, volunteers, and assigns, unless the context requires otherwise. The location in the Convention Facility where Artists will sell or solicit merchandise, products, and services is termed “Exhibit Hall and Artist Alley” or “Exhibit Hall”. The term “Artist” collectively means:

- a) The individual and/or company and any person who applies for rental of Artist Alley booth space at KNC and was accepted by the Organizer in the manner specified below.
- b) The “Secondary Artist” attending the convention with them, if any.
- b) Each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees as applicable.

### **2. Relationship**

This agreement in no way implies a business partnership between Organizer and Artist.

### **3. Location of Convention**

DoubleTree by Hilton Hotel Spokane City Center, 322 N Spokane Falls Ct, Spokane, WA 99201.

### **4. Conventions Dates**

Friday, July 7th, 2023

Saturday, July 8th, 2023

Sunday, July 9th, 2023

## **5. Booth Rental Fee**

**\$150 per 8' x 6' booth**, with two (2) accompanying convention memberships and badges.

**\$200 per 10'x 9' booth**, with two (2) accompanying convention memberships and badges.

## **6. Additional Artist Memberships**

Due to strict capacity requirements, no additional artist memberships may be purchased.

## **7. Minors**

The Primary Artist listed on the Artist Application must be at least 18 years of age.

Artists may request membership for minors, but the policies regarding minors contained in the Attendee Code of Conduct still apply. Adult Artist memberships may not be transferred to minors. Minors must have the physical presence of a paid attending adult while at KNC and must be accompanied by their attending adult when picking up their badges. Attending adults must be at least 18 years of age.

## **8. Location of Artist Alley and Determination of Booth Space**

The Artist Alley will be located in the Grand Ballroom Salon IV-V.

Booth location will be determined by the Exhibit Manager. All locations are subject to change as required by the State of Washington fire and building codes. The Organizer reserves the right to change Booth placement in the Artist Alley as required per all fire and building codes.

## **9. Equipment and Displays**

One 6' x 2' table and 2 chairs will be provided per booth. Additional chairs may be provided if needed. Artists may also bring their own additional equipment such as tables or displays. Displays may not exceed a total height of 6 feet above the tabletop and must be securely mounted in order to resist collapsing. The Organizer reserves the right to deny the use of any such equipment if the Organizer or the Facility deems it unsafe.

Access to electricity will be available for an additional charge and must be requested upon purchase of booth space.

Access to an internet connection is subject to change, dependent on the Convention Facility's capabilities, and is not guaranteed by the Organizer.

## **10. Subletting**

Artists may not allow another business or organization to share their space without written permission from the organizer, regardless of how many booths they have rented. The Primary Artist as listed on the application is responsible for all sales and taxes.

## **11. Secondary Artists and Assistants**

Secondary artists and assistants may be added or changed up to June 19th 2023. All changes

must be approved by the Exhibitor Manager. The Primary Artist as listed on the application is responsible for all sales and taxes.

## 12. Artist Hall Hours of Operation

Friday, July 7th, 2023:	<b>2:00 PM to 6:00 PM</b>
Saturday, July 8th, 2023:	<b>10:00 AM to 6:00 PM</b>
Sunday, July 9th, 2023:	<b>10:00 AM to 4:00 PM</b>

Artists are **required to** stay with or have a registered assistant at their booth during the entirety of these hours and may not dismantle displays or close business early. If an Artist leaves their space unattended during Artist Alley Hours of Operation, Organizer may take possession of the space and/or merchandise. The Organizer is not liable for any loss or damage to the merchandise as a result. If an Artist needs to leave their space for a brief period of time, please contact KNCA Staff at the Exhibit Control Booth for assistance.

## 13. Installation and Removal of Artist Booth Space

Artists are responsible for the installation and removal of their booth. Installation and removal must be completed within the designated installation and removal hours.

Friday, July 7th, 2023 Installation Hours:	<b>9:00 AM to 1:30 PM</b>
Saturday, July 8th, 2023 Installation Hours:	<b>8:00 AM to 9:45 AM</b>
Sunday, July 9th, 2023 Removal Hours:	<b>4:00 PM to 7:00 PM</b>

## 14. Check In

Artists may check in during setup hours, listed above. The check in location will be announced along with setup instructions no later than 2 weeks before the dates of the convention. You must check in and acquire badges before setup.

## 15. Sales and Solicitation

Sales and solicitation inside the Convention Facility is restricted to the Artist's booth. Sales and solicitation outside of the Convention Facility requires a "street vendor license" to be obtained from the City of Spokane. Whether verbal or through the use of signage, all solicitation at KNC for monetary payment or exchange of services that does not comply with these restrictions is prohibited.

## 16. UBI Number

All Artists selling merchandise at the Convention are required to have a valid UBI number. This number is necessary to submit sales tax to the State of Washington after the Convention. In order to sell in the State of Washington, the Artists must charge and pay taxes to the State and obtain a Washington State Tax Identification number. There are two ways to go about this:

- If you sell at 3 or more conventions per year in the State of Washington, or otherwise conduct business in the State, you must apply for a Washington State Master Business License. (<http://bls.dor.wa.gov/forms/700028.aspx>)

- If you sell at 2 or less conventions per year in the State of Washington you can apply for a temporary tax identification number.  
([http://dor.wa.gov/content/doingbusiness/BusinessTypes/Doingbus\\_tempreg.aspx](http://dor.wa.gov/content/doingbusiness/BusinessTypes/Doingbus_tempreg.aspx))

Any Artist who does not provide a valid UBI number by Friday June 30th, 2023 will be denied access to the Convention until such time as a valid UBI number is presented.

## **17. Limitation of Liability and Assumption of Risk**

Artists expressly assume all risks associated with, resulting from, or arising in connection with the Artist's participation or presence at the Convention. Artists are solely responsible for their property and displays. The Organizer will not be held responsible for any theft, damage, or other loss to such property, whether or not stored in any courtesy area, loading dock, parking area or bay. Under no circumstances shall the Organizer or the Convention Facility be held liable for any injury, loss of equipment, merchandise, revenue, or any other direct or indirect damages to the Artist, their property, or displays. The Organizer shall not be held responsible for any legal liability that may arise from the actions of the Artist. The Artist is responsible for any legal liabilities that arise as a result of Artist's actions at the Convention, including but not limited to sales, taxes, and copyrights.

## **18. Responsibility for Taxes and Licenses**

Artists are solely responsible for paying any applicable taxes, and obtaining any permits, licenses, and approvals under local, state, and federal law applicable to your participation in the Artist Alley, including but not limited to obtaining a valid UBI number.

## **19. Care of Facility and Artist Space**

All freight, cargo, merchandise, and display material must enter the Convention Facility through the designated Grand Ballroom Foyer loading doors. Throughout the duration of the Convention, Artists are required to remove any garbage, refuse or recyclables in the immediate vicinity of their Artist Alley space and deposit them into the designated receptacles. When installing their banners, displays 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 or drilling holes into the Convention Facility. Artists shall promptly pay for damages, whether intentional or accidental, they cause to the Convention Facility or associated facility, booths, equipment, or the property of other Artists. Artists who fail to promptly pay for any damage they cause may, at the Organizer's discretion, be banned from future conventions or events held by the Organizer.

## **20. Merchandise Restrictions**

The Artist Alley is a space for artists and artisans to sell their wares. Artwork of any style or medium, as well as handmade crafts are welcome in Artist Alley. Commercial goods and items that are not handmade or hand-designed are not allowed in the Artist Alley. AI generated artwork is not allowed in the in the Artist Alley. The Organizer reserves the right to change what merchandise may be sold at its discretion. Examples of other merchandise not allowed in the

Artist Alley are food and drinks, swords and weapons, flammable items including chemicals and candles, and scented bath and body products that may cause allergic reactions to sensitive persons.

## **21. Food and Beverage**

The Convention Facility maintains a strict no outside food and beverage policy. Artists may not display, distribute, or sell fresh or pre-packaged food or drinks. This includes import goods and snacks such as ramune, pocky, and other Japanese snacks and candies. Popin Cookin and other snack items that are unable to be eaten on the premises are allowed.

## **22. Pirated Merchandise**

Pirated or bootlegged merchandise, including but not limited to unauthorized copies of CD's, DVD's, video games, plushies, toys or any other copyrighted goods, will **NOT** be permitted for sale or display 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, they will be asked to remove said material from the facility. Failure to remove said material constitutes an automatic 3rd strike, resulting in removal from the Convention Facility without refund for the rental of the booth.

## **23. Copyrighted and Trademarked Materials**

Artists shall not play or permit the playing, performance, or distribution of any copyrighted material at the convention unless the Artist has obtained all necessary rights and/or licenses and paid all required royalties, fees or other payments. Artists shall not sell or distribute artwork or wares that violate copyright or trademarks. Including but not limited to, official logos, alterations or reproductions of official logos, alterations or reproductions of official artwork, bootlegs, as well as items that infringe upon the work of independent artists. The Artist shall only be permitted to sell artworks and wares that have been made by the Artist themselves, or the Artist must have been granted express permission to sell them by the original creator of the work (in the case of other artists, assistants, or employees sharing Artist Alley space). If the Organizer discovers that an Artist is offering artwork or wares that violate copyright or trademarks for sale or for free as a sample or promotional item, they will be asked to remove said material from the facility. Failure to remove said material constitutes an automatic 3rd strike, resulting in removal from the convention grounds without refund for the rental of Artist Alley space. The Organizer shall not be held liable for claims of copyright infringement due to the actions of the Artist.

## **24. Fanart**

Fanart must conform to the above restrictions regarding copyrighted and trademarked materials. There is currently no restriction on the ratio of original works to fanart for Artists at the Convention. Artwork sold in the artist alley must be of an original design, created in the Artist's own style. Artists are not allowed to copy, trace, or in any way reproduce, by hand or machine, an existing piece of art and sell it as their own. Artists may not use names or logos of the series the fanart is derived from to promote their fanart. This includes using trademarked materials for

titles, descriptions, or signage anywhere in the Artist's booth. Decisions made by the Organizer are final.

## **25. Display and Sales of “Adult” Material**

KNC upholds a family friendly standard. Adult material is defined as anything sexually explicit, portraying sexual acts, nudity, or material that contains excessive amounts of violence, gore, or language KNCA deems inappropriate for children. Adult material is allowed so long as it is clearly marked, covered, and supervised at all times. Artists must ensure that all adult material is made unavailable from the reach and/or view of minors. Adult material will not be sold to persons under the age of 18 and Artists are responsible for verifying that purchasers are 18 years of age or older. Failure to properly cover adult material or to verify age may result in an automatic third strike.

## **26. Weapons and Blades**

The Convention Facility maintains a strict no weapons policy. Artists may not carry, display, distribute, or sell items determined to be weapons by the facility. Additionally, artists may be asked to remove props that are likely to cause extreme concern by the facility, such as ammunition casings. This includes but is not limited to:

- Live blades. This includes all swords regardless of whether or not they may be sheathed or peacebound
- Pocket knives
- Throwing knives, shuriken, kunai, and other throwing weapons
- Live ammunition and empty bullet casings
- Scissors with sharpened ends
- Letter openers
- Pepper spray
- Projectiles such as bows, even if the string is removed.
- Non-weapon projectiles such as water guns, nerf guns, airsoft guns, and paintball guns.

The Facility maintains the right to determine whether an item shall be constituted as a weapon.

## **27. Display and Sale of Weapon Replicas and Props**

At the time of submission of the Artist Alley Application, Artists considering the sale or display of weapon replicas or props must provide the Organizer with a typed description of each such items along with an explanation as to whether the Artist intends to use them for sale or display. After reviewing said description, the Organizer at its discretion may take one of three actions:

1. Grant approval for the Artist to sell or display only the specifically described weapon replicas or props.
2. Make a typed request for additional information regarding the weapon replicas or props.
3. Prohibit the Artist from displaying or selling any or all of the described weapon replicas or props.

Weapon replicas or props that have not been approved by the Organizer will not be allowed for sale or display.

Artists must inform purchasers of weapon replicas and props that they must immediately have the item(s) peace-bonded or removed from the convention facility.

The sale or display of projectile weapon replicas or props of any kind is strictly prohibited. No real or functioning weapons, projectiles, cutting blades, or anything used or brandished as a weapon is allowed at KNC.

## **28. Cancellation by the Artist**

If an Artist must cancel their contract for any reason, they will be entitled to a full refund if KNC is notified at minimum 1 month before the Convention. If the Artist cancels within 1 month of the Convention they forfeit this refund offer. In the case of a medical emergency or other unforeseen circumstance, please contact the Exhibit Manager as soon as possible. Accommodations will be made on a case-by-case basis. If the Artist is absent from the convention grounds and the Artist's Booth is not installed by opening time with no prior warning, the Artist's designated booth may be given away at the sole discretion of the Organizer.

## **29. Listings and Promotional Materials**

By agreeing to this contract and attending the convention, the Artist expressly grants to the Organizer a perpetual non-exclusive license, supported by valid consideration, to use, display and reproduce the Artist's name, trade names and product names in any directory, such as print, electronic or other media, and to use such names in the Organizer's promotional materials. The Artist agrees that the Organizer may also record images in any media form of the Artist's booth, displays, and personnel during, before, or after the operational hours of the Convention and use such images for any legitimate promotional purpose relating to the Convention.

## **30. Artist Three Strike Policy**

Infractions of the policies set forth by the Organizer will be recorded in the form of a "strike" marked against the Artist's status. Each Artist is allotted three strikes before they are indefinitely banned from attending KNC as an Artist. Explanation of each strike is as follows:

- Strike One (1) will count as a first warning. No limitations will be placed on the Artist.
- Strike Two (2) will count as a second and final warning. Additional action may be taken if deemed necessary by the Exhibit Manager.
- Strike Three (3) is the final infraction and will result in immediate revocation of the Artist's badge and booth space without refund, removal from convention grounds, and a ban from attending KNC as an Artist.

The Exhibit Manager reserves the right to issue a strike for any reason they deem necessary. The Exhibit Manager also reserves the right to issue a strike up to and exceeding several months after the initial infraction, if the situation deems this necessary. Should the Artist's

offense be deemed severe, the Exhibit Manager reserves the right to issue an automatic third strike. Examples of an infraction warranting an automatic third strike include but are not limited to:

- Failure to sign a Notice of Artist or Artist Infraction.
- Failure to remove bootleg or pirated merchandise, or merchandise that infringes on a copyright, from the Convention Facility
- Failure to adequately cover merchandise deemed inappropriate by the Exhibit Manager.
- Failure to prevent the sales of adult materials to minors.
- Failure to comply with the facility's policies regarding weapons.

At the time each strike is issued the Artist will be asked to sign a Notice of Exhibitor or Artist Infraction verifying its knowledge of the strike marked against its status. Signing this form is not required but failure to sign will result in an automatic third strike. Refusal to sign will be taken into account in the event of an appeal. Artists have the right to appeal strikes. Appeals must be submitted within six weeks of the infraction issue date. KNC staff will review the appeal and a response will be sent in the manner which it was received with its final decision.

**Violating Washington State and Spokane County law will result in referral to law enforcement.**

### **31. Reservation of Artist Space**

Artist space will NOT be reserved until:

1. A completed Artist Alley Application has been submitted.
2. The application has been accepted by the Jury and the Organizer sends a payment link to the artist.
3. The Organizer has received payment in full for the rental of the Artist's booth and any other fees.
4. All additional information requested by the Organizer has been delivered in a timely manner.

### **32. Qualifications of Artist**

The Organizer, at its sole discretion, shall have the right to determine whether a prospective Artist is eligible to participate in the Convention.

The organizer reserves the right to deny access to the convention if the artist's merchandise differs in quality or content from that represented on their application.

### **33. Severability**

Should any part of this contract be found to be unenforceable, in whole or in part, the remaining obligations shall continue to be applicable.

The Organizer reserves the right to change any detail of the Convention or the Artist Alley as it sees fit. Artists will be notified promptly via email if any such changes occur.



By agreeing to this contract you, the Artist, are agreeing to the rules and requirements stated above. Also, you agree that you have read and understand all additional rules set forth to be an Artist at KNC 2023, including KNC's Attendee Code of Conduct. You agree to provide and sell your merchandise, or provide your other services or solicitations, during the Convention Dates. By agreeing you have also indicated that you are at least 18 years of age. You understand that if you fail to comply with all rules and requirements stated above, the Organizer reserves the right to take corrective action, leading up to removal without refund and barring from re-entering the Convention Facility.