

## PACIFIC MEDIA EXPO 2012 ARTISTS MARKET AGREEMENT

An applicant (“The Artist”) that hereby applies for participation in the Artist Market at the Pacific Media Expo 2012 (“PMX”) which is sponsored by the Pacific Media Association (“The Sponsor”) does hereby agree to the terms and conditions as set forth below that constitutes this agreement (“Agreement”).

1. The Artist is required to have a FULL UNPRIVILEGED MEMBERSHIP (ie. not Industry or Press) to PMX.
2. The Artist must be 16 years of age or older to participate in the Artist Market. A valid photo I.D. stating the Artist’s name and date of birth (e.g., driver’s license, state-issued identification card, passport) is required.
  - A. If the Artist is a minor under 18 years of age, a parent or legal guardian must consent to the Artist’s participation in the Artists Market as required by California State law. This consent must be in a form of a dated letter stating all of the following: (1) the minor’s full name; (2) permission by the parent or legal guardian allowing the minor to participate in the Artists Market; (3) verbiage stating that the parent or legal guardian assumes full responsibility for the minor’s actions and that PMX and its staff will not be held responsible in any way for the minor’s welfare; and (4) date and signature of the parent or legal guardian. This letter must be given to the Artists Market Staff upon checking in; otherwise, the minor’s participation in the Artists Market will be forfeited. In addition, the parent or legal guardian must agree to this Agreement on behalf of the minor by including their full name during the registration process or on the registration form. Failure to do so nullifies and voids the Agreement and the Artist’s participation in the Artist Market. Because federal law prohibits minors from making online transactions without the consent of a parent or legal guardian, it is assumed that the completion of an online purchase for an Artist Market spot constitutes acceptance of this Agreement by the parent or legal guardian on behalf of the minor.
3. If there is intent to sell, the Artist must have a valid California Seller's Permit with the Artist’s name printed and must show the permit to the Artist Market Staff upon checking in. A Seller’s Permit can be obtained from the California Board of Equalization. (More information can be found by visiting their local offices or their website at <http://www.boe.ca.gov>, or by calling their toll-free number at (800) 400-7115.) The permit must be in the Artist’s possession at all times and must be shown when requested as required by California State law.
  - A. If the Artist is a minor under 18 years of age, a parent or legal guardian of the Artist must be on the Seller’s Permit.
  - B. If there is no intent to sell, a “Letter of Intent Not to Sell at Pacific Media Expo” must be submitted.
4. The Artist is allowed either one (1) registered Subsidiary Artist OR one (1) Helper, but not both.

- A. The Subsidiary Artist is required have a Full Membership to PMX.
  - B. If no Subsidiary Artist is specified, then the Artist will receive one (1) Helper badge at check-in. Each Helper badge identifies the Artist it was issued to and has the form of a non-attending, invalidated PMX Membership badge such that it allows entry only to the Artist Market area and to no other venues throughout PMX.
  - C. In the interest of simplicity and uniformity, any and all references with respect to the Artist shall also apply to the Helper or Secondary Artist, including this Agreement as a whole. Therefore, it is implied and understood that any reference with regards to the Artist above also applies to the Helper or Secondary Artist. In other words, the actions or behavior of the Helper or Secondary Artist is a reflection on the Artist. As such, the Artist is fully responsible for the actions and demeanor of the Helper or Secondary Artist.
5. Only one (1) person shall be behind a half-table space at any one time. This person must be wearing the Artist or Helper badge.
  6. Proxy selling (selling work belonging to another artist) is prohibited unless the work is collaborative. Subsidiary Artists may sell provided they have their own Seller's Permit as described in Paragraph 3. The Helper or Subsidiary Artist with no Seller's Permit may supervise the table in the Artist's absence, but may not sell the Artist's works in place of the Artist for an extended length of time during PMX.
  7. Only self-produced products are allowed in the Artist Market. No outsourcing (with the exception of prints and other such duplicates of artwork) or factory-made products allowed. Original artwork (Fan Art or Original) that has been made into print form (copies or on-the-spot), bookmarks, calendars, comics/manga, pins, T-shirts, key-chains, etc., are all permitted, so long as the Artist has originally produced these items.
  8. The Artist is required to have for sale or display at least 20% Original content and no more than 80% Fan Art content. No exceptions. We will verify compliance via portfolio review prior to admission into Artist Market.
  9. Sale of plagiarized works and/or pseudo-merchandise violates copyright law and is strictly prohibited. If found, the Artist will be asked once to remove them.
    - A. "Plagiarized" is defined as tracing and/or direct copying of copyrighted material, including but not limited to: other artists' works, anime stills, comic book or manga panels, official logos and emblems, and photography.
    - B. "Pseudo-merchandise" is defined as items that, intentionally or not, directly compete with licensed products.
  10. Sale of licensed or pirated (bootlegged) goods is not allowed under any circumstances.
  11. The Artist may only have a limited quantity of copies, not to exceed 50 duplicates, per piece of artwork, per day during PMX. Mass production is construed as commercial products and does not belong in the Artist Market.
  12. Adult or mature-rated material must be blinded (covered) and clearly marked and must not be viewed, sold, given or distributed to nor commissioned or distributed by persons under the age of 18. Such material must not be accessible to minors in any way and must not be viewable to minors while being viewed by adults. It is the responsibility of the Artist to verify the age of every individual requesting to view or purchase adult or mature

rated material. Adult or mature rated material is represented by but not limited to the following: Gratuitous (excessive) nudity, adult situations, profanity, pornography, drug use and paraphernalia, or excessive and gory violence.

13. Absolutely NO food or drinks are to be sold or distributed (e.g., free candy) in the Artist Market.
14. There will be no samples of exhaustible products to be made available. Examples include but are not limited to: Nail polish, lotion, make up, henna, paint, perfume, etc. Similarly, there will be no service station (makeover, manicure, face painting, etc.) set ups allowed. Sale of sealed products is permitted, but they may not be tested within Artist Market.
15. The Artist's material or displays must not infringe upon a neighbor's table space nor extend or protrude beyond the constraints of the Artist's table area. The constraints of the table area begins at the front edge of the table, along the sides of the table (or in case of a half table, the border that marks half of the table) and ends at the rear edge of the table.
16. Overhead displays may not exceed six (6) feet in height from the tabletop and must demonstrate stability during all hours of the day, regardless of surroundings. Anything deemed as a fire or safety hazard by the staff of PMX or the facility must be corrected or taken down immediately.
17. Overhead displays are allowed a combined maximum of fourteen (14) square feet for full tables or seven (7) square feet for half tables of prints on display. In other words, the display must not obscure the entire airspace above your table area. (Please click here for elaboration and example diagrams of how this is managed. If you are not sure if your display is acceptable, please contact the Artists Market staff.)
18. The Artist will keep the area behind the table clean and organized and free of debris and clutter. Luggage or storage boxes must be kept to a minimum to allow walking space. Backdrop displays are allowed so long as they are stable and do not obstruct walking space. The Artist will be asked to correct any violation that poses a hazard to themselves and their neighbors.
19. All music and other electronic entertainment noise must be confined to headphones.
20. The Artist is expected to display common courtesy to all persons. The Artist is expected to maintain proper standards of etiquette and demeanor as defined by local and state statutes. Should severe or repeated complaints arise regarding the behavior or actions of the Artist, the Artist's membership to PMX may be revoked and/or may lead to the expulsion of the Artist from the premises, for which the Artist may be prohibited from participating in future events of the Sponsor thereafter. No refunds will be given for both the Membership and the Artist Market fees.
21. The Artist shall follow and obey all reasonable requests made by any member of the PMX staff, any representative with the authority to act on behalf of PMX, or local, state or federal authorities.
22. Failure to comply with any of the above will result in a verbal warning. Any subsequent violation will result in expulsion without refund. Extreme cases will result in the Artist being banned from future events.
23. The Artist agrees and understands to assume all risks and to indemnify and hold harmless the Sponsor and the facility that hosts PMX. The Artist also agrees and understands that neither the Sponsor nor the facility will be held responsible for any injury, loss or damage that may occur to the Artist, a member of the Artist's party or the Artist's property due to any cause whatsoever.

24. The Artist Market Staff may reasonably add, modify or exclude any and all portions of this Agreement at any time, either on an individual basis or for all involved, subject to the supervision of the Exhibits director, an equivalent or higher personnel whose decisions or judgments are deemed final; all decisions or judgments in situations where this Agreement does not effectuate are reserved by the executive staff of PMX or the Sponsor.
25. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

The Artist has hereby read, understood, and acknowledged the above provisions for participation in the Artist Market and, by registering and/or paying associated fees for participating in the Artist Market, the Artist agrees to be bound by and to comply with those provisions and that no verbal agreements shall be honored. Furthermore, the Artist acknowledges that failure to abide by these provisions may result in the loss of privileges without recourse or refund.