



## ARTIST ALLEY INFORMATION, RESTRICTIONS, CODE OF CONDUCT, AND TERMS AND RESTRTICTIONS

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## GENERAL INFORMATION

Artists must be eighteen (18) years of age or older at the time of CarrierCon to sell. Minor artists may be permitted with a guardian in attendance.

Cancellations made 90 days or more in advance of the event shall receive 100% refund minus any incurred fees; between 90 and 31 days of the event the artist shall receive 50% refund; within 30 days of the event the artist shall not be issued a refund. Space ownership may not be transferred to a different artist.

## SET-UP AND TEAR-DOWN

Set up will begin Saturday at 8 AM. Artists should arrive no later than 9 AM to begin setting up (doors open at 10 AM sharp to con guests). Tear down must be complete by 7 PM Saturday evening. Due to general Museum activities, you will likely not be able to set up beforehand unless explicit, written permission is given. These times are subject to change.

**Artists are encouraged to temporarily park in parking spots on the pier close to the ship's third/last gangway to unload to make use of our lift. Artists will then be asked to move their car to public parking spots just outside the pier. Parking is free.**

## RESTRICTIONS

Artists are NOT allowed to sell:

- Stolen, traced, or art otherwise not created by the Artist (excepting when permission from other Creators was given in writing).
- Art and displays containing logos, names, and emblems of licensed properties.
- Any weapons, except for cosplay prop items which must be immediately peace-bound by the purchaser.
- Noisy, dangerous, and harmful substances, supplies, and/or equipment.
- Reproductions of existing licensed merchandise in any form. This includes tracing, copying, scanning, downloading, or editing of copyrighted artwork, characters, or logos if they were not created by the Artist.
- Selling, reselling, or distribution of commercial products, including the unauthorized re-releasing of merchandise of any kind ("bootlegs").
- Food or beverages.
- Adult materials.
- Raffle tickets or other game tickets/pieces that could be classified as gambling.

## CODE OF CONDUCT

- Nothing may be affixed to any equipment or wall of the USS Hornet Sea, Air & Space Museum.

- Tables and chairs may not be used as stepladders or scaffolding. Any damages caused to this equipment due to carelessness or because of improper use will be the responsibility of the Artist.
- The USS Hornet Sea, Air & Space Museum is not liable for lost or stolen goods, merchandise, or other items.
- All setups and displays must not interfere with neighboring tables. All setups and displays must not block/intrude into aisles. All setups and displays must be stable and not pose a hazard.
- All sales transactions must be completed in the purchased space.
- Noisy, dangerous, and harmful substances, supplies and/or equipment are prohibited.
- The sale of adult materials is prohibited.
- The sale of food and drink is prohibited.

CarrierCon explicitly reserves the right to cancel any registration for any reason without being liable for any damages or costs. Possible reasons for cancellation include, but are not limited to the following:

- Being a seller of prohibited items (pseudo-merchandise, bootlegs, adult materials, food, etc.)
- Being an inappropriate exhibitor for CarrierCon (does not fit the theme or spirit of the convention)
- Non-payment
- In the event of Organizer initiated cancellation prior to the Event, any payment rendered will be refunded minus any third-party fees, where applicable. Cancellations due to inappropriate Artist conduct or violation of the Terms and Conditions may not result in Artist(s) being refunded, depending on the severity of the offense.

## TERMS & CONDITIONS

### **Booth/Space Assignment**

Organizer shall assign space, considering the nature of the services and/or products being exhibited. Organizer reserves right to move Artist, provided Organizer attempts to provide a comparable booth/space assignment.

### **Cancellation/Nonpayment**

Should the Artist cancel 90 days or more in advance of the Event the Artist shall receive 100% refund; between 90 and 31 days of the Event the Artist shall receive 50% refund; within 30 days of the Event the Artist shall not be issued a refund. If the Artist fails to make payment in a timely manner, Organizer may terminate the contract immediately.

### **Grey Market Goods and Copyrighted Material**

Under no circumstances shall Artist sell or display grey market goods, bootlegs, or pseudo-merchandise. It is the sole discretion of the Organizer to decide what constitutes pseudo-merchandise. The Organizer reserves the right to restrict the Artist from selling and/or remove the Artist from the premises. Artists playing music, videos, still pictures or other copyrighted material shall make sure it is permissible or obtain all rights required to do so, and pay any royalties, fees, or other payments to appropriate parties as required by federal law.

### **Adult Materials**

Under no circumstances shall Artist sell or display adult materials. Adult materials can be defined as sexually explicit anime, comics, books, films, animation, manga, hentai, and computer games. Artwork with nudity (defined as male/female genitalia, anus, or female breasts where the areola or nipple is visible) is not allowed. Additionally, art that contains overtly sexual displays (even without nudity present) may need to be removed from public view.

### **Right to Use Artist's Name, Logo**

By signing this contract, Artist expressly grants to Organizer the right to use, display, and reproduce the names, trade names, product names, and logos in any directory (print, online, or other media) and as part of marketing materials for the Event.

### **Care of Facility**

Due care of the Exhibit Facility is requested of the Artists. Artists shall abide by all Facility rules and regulations and shall be liable for any damage caused by Artist. USS *Hornet* survived WWII and the Museum aims to repeat that luck throughout the Event.

### **Assumption of Risks, Releases and Limitations of Liability**

Please note that our floors are made with non-skid steel. The Artist expressly assumes all risks associated with the Artist's participation at the Event, including without limitation, all risks of theft, harm, damage, injury to the person, property, business, or profits of the Artist whether caused by negligence, intentional acts, accidents, acts of God or otherwise. Neither Organizer nor Exhibit Facility accept responsibility nor shall be liable for any injury, loss or damages, and the Artist hereby fully and forever releases and discharges the Organizer and Exhibit Facility for all losses pertaining to the Event. In no event shall Organizer's maximum liability under any circumstances exceed the amount actually paid to Organizer by Artist minus any normal expenses paid by Organizer on behalf of Artist. Organizer makes no representations or warranties, expressed or implied, as to number of attendees or regarding any other matters.

### **Hold Harmless Clause / Indemnification**

The Artist shall hold the Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorney fees, and costs which may arise out of or in connection with the Artist's participation or presence at the Event, including but

not limited to any violation or infringement of any law or ordinance, rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, or breach of contract by Artist. The Artist assumes the entire responsibility and liability for losses, damages, and claims arising out of Artist's activities on the premises and will indemnify, defend, and hold harmless the USS Hornet Sea, Air & Space Museum, as well as its respective agents, servants, and employees from all such losses, damages, and claims.

### **Warranty**

There is no other agreement or warranty between the Artist and Organizer except as set forth in this document. The rights of Organizer 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 Organizer 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 state of California, and Organizer and Artist hereby waive all questions of personal jurisdiction or venue order to give effect 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.

### **Enforcement**

Organizer reserves the right to require Artist to remove items from public display in a timely manner if deemed inappropriate by standards set by Organizer. Organizer reserves the right to revoke facilities provided for Artist at the discretion of Organizer.

### **Additional Terms and Conditions**

From time-to-time Organizer may provide additional materials that may specify additional terms and conditions for Artist's participation and/or presence at the Event. All matters pertaining to the Event and not specifically covered by General Terms and Conditions shall be subject to determination of Organizer at its sole discretion.

### **Miscellaneous**

This contract shall be treated as though it were executed and performed in Alameda, California and shall be governed by and construed in accordance with the laws of the United States of America and of the State of California. The language in this contract shall be interpreted as to its fair meaning and not strictly for or against any party.