

AOD 2017 ARTIST ALLEY AGREEMENT FORM



March 18 and 19, 2017
Santa Clara Marriott
Santa Clara, CA

SELLING REGULATIONS - APPROVED ITEMS

- Artists may sell artwork **of their own creation and design**: including (but not limited to) illustrations, prints, commissions, comics, doujinshi, crafts, etched glass, sculptures, cards, plush toys, dolls, costumes, clothing, accessories, buttons, jewelry, bags, and pins.
- Artists may sell artwork of **their own created characters and designs**.
- Artists may sell artwork of other characters (generally considered **fan art**), provided that such artwork is not intended to duplicate or reproduce the style or likeness of officially licensed artwork and materials, nor duplicates, incorporates, or reproduces official logos, trademarks, or other intellectual property.

SELLING REGULATIONS - RESTRICTED ITEMS

- Artists may only sell items that are completely and totally **produced by the artist themselves**. Artists may not sell items that have been produced or published by a third party, or contracted under a third party, unless they are collaborative works with permission from the other parties.
 - NOTE: AOD Artist Alley Staff have the final authority to grant or deny any further exceptions to the "produced by the artist" clause above.
- Artists may not sell mass produced commercial goods of a large scale. Although we do not have a set limit, generally products that exceed 1,000 in one production run may be scrutinized by AOD Artist Alley Staff.
- Artists may not sell up-cycled items where the focus is not on their own artwork, imagery, or craft.
- Artists selling fan art goods are encouraged to NOT label them with their exact copyrighted names. We will not enforce this, however, unless asked to do so by the licensor.
- Artists may sell **adult materials only with prior approval** of AOD. Artist further agrees that adult materials on display must be either out of plain view, or obfuscated. Nudity and sexual content must be completely covered. Artist will not sell or distribute any adult materials to minors and must check for ID.

SELLING REGULATIONS - PROHIBITED ITEMS

- Artists **may not sell artwork that duplicates or reproduces** the style or likeness of officially licensed artwork and materials. Artwork that is based on a tracing or copy of existing artwork, sprites, or a screen capture from an anime or video game series are generally considered as prohibited items.
- Artists may not sell artwork for a different artist or studio, unless they are collaborative works with permission from the other parties. This includes all forms of "proxy selling".
- Artists may not sell or give away food or drink at their table.
- Artists may not sell or display any weapons. Non-functional replicas or theatrical props are allowed only with prior approval of AOD.
- Artist may not sell raffle tickets or other goods that could be classified as gambling.
- **Artists may not sell or give away stickers or similar items with adhesive back. This includes vinyl stickers, fake tattoos, or any other transferrable item that can be used to vandalize venue property.**
- AOD Artist Alley Staff have the final authority to determine if any items fall into any prohibited category.

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TERMS AND CONDITIONS

This document represents an agreement between each Artist and the AOD 2017 Artist Alley for the use of the table(s) in the Santa Clara Marriott, for the AOD 2017 Event, March 18 and 19.

- By default, each artist space is supplied with one eight-foot table, and two chairs.
- Artists may not nail, tack, staple, or otherwise fasten anything to ceilings, walls, windows, or other painted surfaces of the venue.
- There are no refunds of table space for any reason, including expulsion by AOD. If you must forfeit your table for any reason, you will not get your money back, even if the table space gets taken by another party.
- Artists are solely responsible for the safety and security of Artist property. AOD is not responsible for any loss or damage of Artist property.
- Artists agree to hold harmless and indemnify AOD, FPA Events, the Santa Clara Marriott, Marriott International, Inc., Marriott Hotel Services, Inc., Santa Clara Host Hotel Limited Partnership, the City of Santa Clara, and their respective Directors, Staff, Employees, and Volunteers, for any consequences that may arise from their participation in AOD Artist Alley and the selling of any items, including copyright considerations.
- AOD and Venue reserve the right to restrict displays, to limit items, or to expel artists that violate any of these terms, conditions, rules and regulations. Furthermore, AOD and Venue reserve the right to restrict displays which become objectionable because of noise, method of operation, materials, or for any other reason.
- AOD reserves the right to alter and to update these terms and conditions without notice.
- Local, state, and federal laws and Santa Clara Marriott rules and regulations supersede this Agreement.

By accepting a table at AOD 2017 or signing this form, artist agrees to all terms, conditions, rules and regulations for Artist Alley at AOD.

Signature

Print Name

Date

If artist is a minor, Parent/Guardian Signature

Print Name

Date