

## Mizu Con 2010 Artist Alley Contract

*This is a contract for a space at the Mizu Con Artist Alley, which will become a contract between GAMERS EVOLUTION EXPO LLC ("SPONSER"), and the person or persons renting the space ("SIGNATORY") upon acceptance. It is based on the terms set forth below, in addition to forthcoming updates and amended information, all of which constitute part of this contract.*

1. **QUALIFICATION:** Artist Alley space is only offered to those who have purchased a 3-day Membership to MizuCon.
2. **SPACE FEE:** The registration fee is EIGHTY DOLLARS (\$80.00) per full table for the entirety of the convention. Tables are 6' x 30". This fee includes ONE 3-Day pass to MizuCon. One (1) additional pass can be purchased for \$35.
3. **LOCATION AND PLACEMENT:** The Mizu Con Artist Alley will be held in the Hyatt Regency Miami. All activities related to the Artist Alley will be restricted to only those areas as designated by the SPONSER. SPONSER reserves the right to make changes at any time during the interval leading up to and during the course of the event.
4. **RESERVATIONS:** SPONSERS will only be accepting a limited number of reservations for the Artist Alley. SIGNATORY must have a Mizu Con registration number assigned by the SPONSER in order to use a table in the Artist Alley. Space reservation will be confirmed via e-mail. SIGNATORY must attend Mizu Con and check in with the Artist Alley staff to confirm their participation in the Artist Alley. Reservations are held until 12pm on the first day of the convention (unless prior arrangements are made with the Artist Alley staff no later than ONE (1) WEEK before the event.)
5. **USE OF SPACE:** It is understood that there may be no more than two (2) persons (SIGNATORY or otherwise) behind a table at any given time.
6. **CROWD CONTROL AND ETIQUETTE:** SIGNATORY shall conduct itself at all times in accordance with normal standards of decorum and good taste. SIGNATORY is expected to control the flow of traffic around his or her reserved space. Furthermore, SIGNATORY is expected to follow basic rules of etiquette in regards to use of space and level of noise in the Artist Alley. Should crowd control or complaints regarding behavior become a repeated problem (as identified by SPONSER) SIGNATORY may be asked to vacate his/her reserved space and may further be permanently banned from Mizu Con and/or Artist Alley.
7. **PRODUCTS AND SERVICES TO BE DISPLAYED OR SOLD:**
  - (a) All items on sale must be an original creation by SIGNATORY. DVD's, model kits, manga /comic books, production cells, or other commercially produced items of any type will not be permitted to be sold in the Artist Alley.
  - (b) Mass production of prints, buttons, and other items is prohibited. SIGNATORY may contact [info@mizucon.com](mailto:info@mizucon.com) for clarification on what constitutes "mass production."
8. **ARTIST ALLEY HOURS:** The Artist Alley staff will be present during the times listed below, however SPONSER reserves the right to change the posted hours as deemed necessary.

### **Artists Alley Open to Attendees**

August 20, 2010 3:00pm - 9:00pm

August 21, 2010 11:00am - 8:00pm

August 22, 2010 12:00pm - 4:00pm

*Check-in and set-up on Friday, August 2, 2010 begins at 10:00am and continues until 2:00 pm. outside the hours listed above, Artist Alley staff and SPONSER will not be available for any reason, and cannot be held liable for any incidents or damages that may occur during those hours.*

9. **HOLD HARMLESS:** SIGNATORY agrees to assume all risk, and to indemnify and hold harmless SPONSER, the Hyatt Regency Miami, its owners, officials, officers, volunteers and employees (also identified as "INDEMNIFIED PARTIES") from and against any and all claims, demands, defense costs, liability, expense or damages of any kind or nature arising out of or in connection with the SPONSER's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense or damages arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES. Furthermore, SIGNATORY agrees to defend INDEMNIFIED PARTIES from and against any and all claims, demands, defense costs, liability, expense or damages of any kind arising out of the connection with SIGNATORY's or SPONSER's use of leased premises.

10. **RESPONSIBILITY:** SIGNATORY assumes responsibility and agrees to indemnify and defend against any claims or expenses arising out of the use of the Artist Alley location. INDEMNIFIED PARTIES will not be held responsible for any injury, loss or damage that may occur to SIGNATORY or property from any cause whatsoever.

11. **INSURANCE:** SIGNATORY understands that neither SPONSER nor the Hyatt Regency Miami maintain insurance covering SIGNATORY's property and it is the sole responsibility of the SIGNATORY to obtain such insurance.

12. **LIABILITY:** SPONSER, its agents or representatives, will not be liable for any injury, loss or damage that may occur to SIGNATORY or property from any cause whatsoever. SPONSER shall not be liable for failure to perform its obligations under this contract as result of strikes, riots, act of GOD, or any other cause beyond SPONSER's control. Anyone visiting, viewing, or otherwise participating person/persons with the SIGNATORY is deemed to be the invitee or licensee of the SIGNATORY, rather than the invitee or licensee of the SPONSER. SPONSER shall not be liable for any injury whatsoever to the invitees, licensees, or guests of SIGNATORY. SIGNATORY assumes full liability for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agree to hold harmless INDEMNIFIED PARTIES from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omission of its agents, employees or independent contractors.

13. **WARRANTY:** There is no other agreement or warranty between the SIGNATORY and SPONSER except as set forth in this document. The rights of SPONSER under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of SPONSER. Any action which SPONSER or SIGNATORY 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 Commonwealth of Florida, and SPONSER and SIGNATORY hereby waive all questions of personal jurisdiction or venue order to give effect of 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.

14. **SECURITY:** SIGNATORY is solely and fully responsible for SIGNATORY's property. All property of SIGNATORY is understood to remain in SIGNATORY's care, custody and control in transit to or from or within the confines of the Artist Alley.

15. **ADULT MATERIAL:** It is understood that the SIGNATORY may not display material depicting nudity or sexual conduct, SIGNATORY may keep such materials out of view and have a sign displayed indicating such a portfolio exists and is available to adults upon request with the furnishing of proper identification. Adult material must not be accessible to minors in any way. No adult material may be sold, given, or distributed to any minor. Failure to comply may result in but is not limited to the SIGNATORY's expulsion from Mizu Con, arrest, and/or criminal prosecution.

16. **ENFORCMENT:** SPONSER reserves the right to require SIGNATORY to remove items from public display if they are not deemed appropriate by standards set by SPONSER. SPONSER reserves the right to revoke facilities provided for SIGNATORY at the discretion of the SPONSER.

17. ADDITIONAL RULES: Any amendment or modification to this contract must be in writing and signed by an authorized representative of SPONSER. SIGNATORY may not assign this contract or any right hereunder nor may SIGNATORY sublet or license all or any portion of its table space without the prior written consent of SPONSER, which consent shall be in SIGNATORY's sole discretion. SPONSER reserves the right to include additional lines, limitations, or other restrictions. For details on any rules or limitations, see the Mizu Con website at <http://www.mizucon.com>.

18. MISCELLANEOUS: This Contract shall be treated as though it were executed and performed in Miami, Florida and shall be governed by and construed in accordance with the laws of the United States of America and of the State of Florida (without regard to conflict of law principles). The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

**YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS CONTRACT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN FOR USAGE OF THE ARTIST ALLEY AT MIZU CON AND HEREBY AGREE TO BE BOUND AND COMPLY WITH THE TERMS. I FURTHERMORE ACKNOWLEDGE THAT FAILURE TO ABIDE BY THE TERMS FOR THE ARTIST ALLEY AT MIZU CON MAY RESULT IN LOSS OF ALL SPONSER-PROVIDED PRIVILEGES WITHOUT RECOURSE OR REFUND. NO VERBAL AGREEMENTS WILL BE HONORED.**

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**Primary Artist (Print Name)**

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**Signature**

**Date**

**Please Email or Fax this Contract to the address or numbers listed below. Payment must be made within 72 hrs of receipt of this contract.**

**Fax: 404.806.6423**

**Email: [mizu.con@gmail.com](mailto:mizu.con@gmail.com)**

**Payments can be made via PayPal: [mizu.con@gmail.com](mailto:mizu.con@gmail.com)**