

MiniComi 2018

Exhibit Space Rental and Participation Agreement

This Exhibit Space Rental and Participation Agreement (the “**Agreement**”) is between the individual(s) or company (the “**Artist**”) wishing to participate in MiniComi 2018 event (the “**Event**”) and the Vancouver Society for the Creation of Independent Art and the City of Vancouver (the “**Organizer**”). Please read this document carefully as it is a legally enforceable contract between the Artist and the Organizer.

The Artist hereby acknowledges and agrees to the terms and conditions set forth herein and to such other rules and regulations as may from time to time before or during the Event as established solely by the Organizer, all of which are incorporated herein (collectively, the “**Agreement**”). For artists under the age of majority (18 in British Columbia), a parent or guardian must grant consent for participation.

1. Exhibit Space

- a. Location and Date. The Event will be held at the Pipe Shop, 115 Victory Ship Way, North Vancouver, British Columbia on July 21st, 2018.
- b. Exhibit Space. The Organizer shall assign exhibit space on a first-come, first served basis and shall have sole authority to assign an Artist to a location.
- c. Hours. The Organizer shall specify the dates and hours for installing, occupying and dismantling exhibits at the Facility. All exhibits must be open for business during all official Event hours. The Artists are prohibited from dismantling any display or exhibit until the Event is officially closed by the Organizer.
- d. Abandonment. If the Artist fails to install their exhibit in their assigned exhibit space prior to the official commencement of the Event or unreasonably leaves their exhibit space unattended during the Event hours, the Organizer shall have the right to take possession of the exhibit space. In such instance, the Artist’s payment for such exhibit space shall be deemed forfeited and the Artist shall receive no refund from the Organizer.
- e. Sales. The Artists are also prohibited from selling any merchandise outside of their rented exhibit space. The selling or display of artwork or merchandise outside of the designated exhibit space, but within the Facility, shall be grounds for an offending Artist’s immediate expulsion from the Event and any further corrective action the Organizer may deem necessary or appropriate under the circumstances including but not limited to the suspension of membership or Event privileges for a duration up to a life-time ban.

2. Forms

The following forms must be signed and on file with the Organizer before an Artist can use the reserved exhibit space.

- a. Registration Form. The Artist must fill out and submit the Registration Form on the website <https://minicomivancouver.org/registration/> (the “**Registration Form**”). The Artist stipulates and guarantees that the Registration Form has been accurately completed and

the Artist is not acting as an agent for any other person or entity. Spaces may be shared, provided each additional Artist is noted in the Registration Form (under "List of Artists Sharing Table")

- b. Exhibit Space Rental and Participation Agreement. This Agreement must be signed by each Artist and the Organizer prior to the Artist setting up, using or otherwise participating at the Event. Artists under the age of majority must have a parent or guardian complete this form.
- c. Liability Waiver. All Artists must read and agree to the Liability Waiver. The act of payment by the Artist will be considered to be signing and agreeing to the Liability Waiver by the Organizer. Artists under the age of majority must have a parent or guardian complete this form.

3. Payment

Payment may be made in person via cash or online via credit card or PayPal. There is a limited amount of tables available and they will be assigned on a first come first serve basis.

Tier	Half Table	Full Table	Request Cut-off Dates
Early-Bird	\$35	\$55	Before or on February 12, 2018
Regular	\$40	\$65	After February 12, 2018

Full payment must be made to the Organizer prior to the Artists setting up or otherwise using the exhibit space.

4. Authorized Products and Display Materials

A violation of the following prohibitions may result in the Artist's immediate expulsion from the Event without recourse, and may also result in additional penalties including but not limited to the suspension of art show and/or membership privileges for any duration up to, and including, a lifetime ban with the duration to be decided by the Organizer in its sole discretion.

- a. Eligibility. The Organizer, in its sole discretion, shall have the right to determine whether a prospective Artist is eligible to participate in the Event. The Organizer may at its discretion require applicants to submit a description of the nature of their art and the items they intend to exhibit. Failure to respond to the Organizer's request will result in the denial of the application. At any time prior to or during the Event, the Organizer reserves the right to restrict or remove any exhibit, which the Organizer in its sole discretion determines to be objectionable, offensive, inappropriate or illegal.
- b. Original Creations. All items on sale must be **an original creation of the Artist(s)**. No commercially produced items of any type will be permitted to be sold, unless such commercial product is the original creation of the Artist.
- c. Copyrighted Materials. The Artist shall not play or permit the playing, performance, or

distribution of any copyrighted material at the Market unless it has obtained all necessary rights and/or licenses and paid all required royalties, fees or other payments.

- d. Sexual Content. Artists may not display any materials depicting nudity or sexual conduct unless it is covered or displayed in such a way that minors cannot view explicit material. Adult material must not be accessible to minors in any way. No adult material may be sold, given, or distributed to a minor. The acceptability of displays of adult material is at the sole discretion of the Organizer.
- e. Derogatory Content. Artists may not display any materials that the Organizer, in its sole discretion, determines to be derogatory in nature (i.e. racist, sexist, homophobic, or otherwise offensive to the general public).

If the Organizer removes or restricts an exhibit which the Organizer considers to be objectionable, offensive, inappropriate, or illegal, the Artist will have no right to a refund for the rental of the exhibit space.

5. Property Protection

The Artist expressly assumes all risks associated with, resulting from or arising in connection with the Artist's participation or presence at the Event, specifically including, but not limited to, all risks of theft, loss, harm, damage or injury to the person including death, property, business or profits of the Artist, whether caused by negligence, intentional act, accident, act of God or otherwise. The Artist has sole responsibility for their property and/or exhibits or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, loading dock or bay, including but not limited to any subrogation claim by its insurer). Neither the Organizer, its personnel or representatives, nor the Facility or its personnel or representatives shall be responsible or considered a bailee for property delivered by or to Artist even in the event that such delivery is shipped to the Organizer or passes through the temporary control of Organizer or Facility.

6. Release From Claims

Neither the Organizer nor the Facility shall be liable for, and the Artist hereby fully and forever releases and discharges the Organizer and Facility, individually and collectively, and their present and former officers, directors, shareholders, employees, volunteers, contractors, agents, representatives, and attorneys, and their respective predecessors, assignees, lessees and successors in interest from, all claims, actions, causes of action, demands, cross-claims, counterclaims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, expenses, consequential damages, torts, losses and liabilities whatsoever in law or in equity, which may accrue individually, collectively or otherwise in connection with, relating to or arising out of the Artist's participation and/or attendance at the Event. The Artist acknowledges that subsequent to the execution of this Agreement, there is a possibility that it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this Agreement was executed, and which if known by the Artist at that time may have materially affected its decision to execute this Agreement. Artist acknowledges and agrees that by reason of this Agreement the Artist is assuming any risk of such unknown facts and such unknown and unsuspected claims. The Artist also specifically releases the Organizer from any and all claims related to the Organizer's shipment, storage, handling, delivery or set up of the Artists artwork.

7. Indemnification

Artist shall on a concurrent basis, indemnify, defend (with legal counsel satisfactory to the Organizer in its sole discretion) and hold the Organizer and the Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with (a) the Artist's participation or presence at the Event, (b) any breach by the Artist of any agreements, covenants, promises or other obligations under this Agreement, (c) any matter for which the Artist is otherwise responsible under the terms of this Agreement, (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other intellectual proprietary right, (e) any libel, slander, defamation or similar claims resulting from the actions of the Artist, (f) harm or injury (including death) to the Artist, (g) loss or damage to property or the business or profits of the Artist, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise; and (h) any and all torts whether they are intentional or a result of negligence. The Artist shall not settle or compromise any claims against the Organizer without the Organizer's prior written consent.

8. Limitation of Liability

Under no circumstances shall the Organizer or the Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any acts or omissions whether or not warned of the possibility of any such lost profits or damages. Under no circumstances shall the Organizer's maximum liability ever exceed the amount actually paid to the Organizer by the Artist for table space rental pursuant to this Agreement. The Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

9. Cancellation by Artist

Should for any reason the Artist chooses to withdraw and not attend the Event and notifies the Organizer in writing within thirty (30) calendar days of the Event, any monies paid as a deposit to secure exhibit space shall be deemed equivalent to the cancellation fee or liquidated damages and shall not be refunded. Organizer reserves the right in its discretion to treat the Artist's downsizing of exhibit space as cancellation of the original exhibit space and purchase of new exhibit space. The Organizer may require the Artist requesting to downsize their exhibit space to move to a new location.

10. Cancellation by Organizer

If the Artist violates a provision of this Agreement, Organizer may immediately terminate the Artist's participation in the Event without further notice and without obligation to refund monies previously paid. The Organizer also reserves the right at its discretion to refuse the Artist access to the Event if the Artist has failed to pay all monies due to the Organizer or Facility. The Organizer is expressly authorized, but without obligation, expressed or implied, to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph. The Organizer may occupy or dispose of such space in any manner it may deem best. The Artists' vacating or being expelled from the exhibit space will not release the Artist from liability.

11. Cancellation of the Event

If the Organizer is forced to cancel the Event due to circumstances beyond the Organizer's reasonable control, such as, but not limited to, acts of God, acts of war, governmental emergency, labour strike or unavailability of the Facility, the Organizer shall refund to the Artist any fees already paid for exhibit space, minus a share of the Organizer's costs and expenses incurred to date. Such refund shall be considered full satisfaction of the Organizer's liabilities to the Artist. The Artist expressly recognizes the Organizer's right to cancel, rename or relocate the Event or change the Event Dates. If the Organizer changes the name of the Event, relocates the Event to another Facility but within Greater Vancouver, or changes the Event Dates, with the new dates not being more than thirty (30) days earlier or thirty (30) days later than the original Event Dates, then no refund will be due to the Artist provided that the Organizer designates to the Artist a reasonably comparable exhibit space at the new Facility. This Agreement's terms and conditions of the Artist's use of the Facility's exhibit space shall also apply to the Artist's use of the exhibit space at the new Facility. If the Organizer elects to cancel the Event for reasons other than previously described in this paragraph, move the Event outside of Greater Vancouver, or change the Events Dates outside of the thirty (30) day scope discussed above, then the Organizer shall refund to the Artist all monies paid to secure exhibit space. Such refund shall be considered full accord and satisfaction of any and all claims that the Artist may have against the Organizer for cancelling the Event.

12. Care of Facility

All freight, cargo, merchandise and exhibit material must enter the Facility through the designated loading stations. Throughout the duration of the Event, the Artist is required to collect and remove any garbage, refuse or recyclables in the immediate vicinity of their exhibit space, and deposit them into the designated receptacles. When installing their exhibits, banners, displays, artwork and decorations, etc., the Artist shall not nail, tack, staple, tape, glue or otherwise fasten to ceilings, walls, painted surfaces or columns. The Artist is also strictly prohibited from punching, drilling or coring holes into the Facility. The Artist shall promptly pay for any and all damages, whether intentional or accidental, that they cause to the Event Facility or associated facilities, booths, equipment or the property of other Artists. The Artist's failure to promptly pay for any damage they caused may, at the Organizer's sole discretion, result in a ban from future Events and/or events held by the Organizer.

13. Taxes, Licenses and Insurance

The Artist shall be solely responsible for obtaining any and all applicable licenses, permits and/or approvals under federal, provincial or local law applicable to its activities at the Event. The Artist shall also obtain any and all necessary tax identification numbers and permits, and be solely responsible for paying all taxes, license fees, usage fees, or other fees, charges, levies or penalties that become due to any governmental authority, or to the Facility, in connection with its activities at the Event. The Artist understands that neither the Organizer nor the Facility will maintain any insurance covering the Artist's property, displays or merchandise, and it is the Artist's sole responsibility to obtain such insurance in amount large enough to cover the combined value of all of the Artist's property, displays and merchandise.

14. Miscellaneous Terms

- a. Defined Terms. The term "Event" refers to the MiniComi 2018 Art event. The term "Facility"

shall refer to the allocated space at 115 Victory Ship Way, North Vancouver, British Columbia or such other location designated by the Organizer for the Event. The Event is organized, produced and operated by the Vancouver Society for the Creation of Independent Art, referred to as "VSCIA." The term "Organizer" shall include collectively VSCIA and the City of Vancouver, and each of its/their respective officers, directors, agents, affiliates, representatives, employees, volunteers and assignees, unless the context requires otherwise. The term "Artist" collectively means (a) the company and/or any other person that applied for rental of table space located at the Event and was accepted by the Organizer in the manner specified herein, and (b) in the case of a business or corporation, each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees as applicable. The term "Agreement" collectively refers to the fully executed MiniComi Agreement. The term "Adult Material" shall include any book, pamphlet, paper, writing, advertisement, circular, print, picture, drawing, video, digital depiction or other representation, figure, or image on or of paper, film, digital media or other material, which contains nudity or sexually explicit images, audio or scenarios; **OR** any cast, instrument, toy or other article with a sexual or prurient primary intended use, which is inappropriate or legally prohibited for viewing, use and/or consumption by persons under the age of 18.

- b. Contract Formation. This Agreement is not binding until such time that each Artist and the Organizer has signed this Agreement. The Organizer shall not be required to provide any services or access to the exhibit space until all payments made to the Organizer and all forms are signed by each Artist and the Organizer. By signing this Agreement, the Artist represents and warrants that they have had an opportunity (regardless of whether such opportunity was exercised or not) to review each and every term herein with an attorney of their choosing, have themselves read each and every term, and understands and accepts each and every term. The terms of this Agreement shall constitute a legally binding contract.
- c. Listings and Promotional Materials. In executing this Agreement and attending the Event, the Artist expressly grants to Organizer a perpetual nonexclusive license, supported by valid consideration, to use, display and reproduce the Artist's name, trade names and product names in any directory (print, electronic or other media) and to use such names in the Organizer's promotional materials. The Organizer shall not be liable for any errors in any listing or descriptions, or for omitting any Artist from a directory or any other compilation of informational or promotional material. The Artist agrees that Organizer may also record images (in any media format) of Artist's exhibit space, exhibit, artwork and personnel during, before or after the open hours of the Event and use such images for any legitimate promotional purpose relating to the Organizer's activities.
- d. Observance of Laws. The Artist shall abide by and observe all federal, provincial and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility including, but not limited to, any union labour work rules.
- e. Additional Terms and Conditions. The Organizer has sole control over attendance policies. Except as provided to the contrary in this Agreement, all monies paid by the Artist shall be deemed fully earned and non-refundable at the time of payment. The Artist shall conduct themselves at all times in accordance with normal standards of decorum and good taste. If the Artist fails or refuses to abide by any of the terms of this Agreement and/or any of the

accompanying rules and regulations, they may, at the Organizer's sole discretion, be banned from future Events and/or events held by the Organizer. Any amendment or modification to this Agreement must be in writing and signed by an authorized representative of the Organizer. The Artist may not assign this Agreement or any right herein nor may the Artist sublet or assign any portion of its exhibit space without the prior written consent of the Organizer. The decision whether to grant such consent shall be in the Organizer's sole discretion.

- f. Service Guide. Some time prior to the Event Dates, the Organizer may send a Service Guide to the primary contact listed on the Artist's Application Form. The Service Guide will include information integral to participation at the Event, including but not limited to, additional rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibit display rules, and move-in/ move-out schedules. The Artist is expected to review the Service Guide and abide by its terms, rules and regulations.
- g. Incorporation of Rules and Regulations. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Artist. Any such rules and regulations (whether or not included in the Artist Service Guide or similar document) are an integral part of this Agreement and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. The Artist is expected to observe and abide by these additional and/or amended rules and regulations.
- h. Governing Law. This Agreement is governed by the laws of the Province of British Columbia as applied to contracts entered into and entirely performed within such province. The Artist agrees that the courts located in the Province of British Columbia shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. The Artist waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Vancouver British Columbia
- i. Character of Displays, Use of Aisles and Common Areas. Distribution of samples, printed matter of any kind and any promotional material is restricted to within the Artist's rented exhibit space. The Artist shall display products or services in a tasteful manner as determined in the Organizer's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of the Organizer and the Facility, and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of the Organizer. Equipment must be arranged so that it does not significantly obstruct the flow of traffic between other grids and/or tables in the viewing area. Any entertainment or moving advertisements outside of the Artist's designed exhibit space is prohibited.
- j. Sound Advertisements. The use of devices for mechanical reproduction of sound or music is permitted, but must be reasonable, at the discretion of the Organizer. Artists are specifically prohibited from operating noise-creating devices as drums, bells, horns, pyrotechnics, loudspeakers or megaphones. The Organization reserves the right to determine sound

interference with others and the Artist shall comply with any request by the Organization to reduce the volume of or discontinue any such sound or music.

- k. Fire and Safety. Federal, provincial and city laws, ordinances and administrative codes must be strictly observed by all Artists.

- l. Pirated Merchandise. Pirated or bootlegged merchandise, including but not limited to, unauthorized copies of CDs, DVDs, video games, toys or any other copyrighted goods will NOT be permitted for sale under any circumstances. If the Organizer discovers that the Artist is offering pirated merchandise for sale or for free as a sample or promotional item, then they will be immediately expelled from the Facility. At its sole discretion the Organizer may any further corrective action the Organizer may deem necessary or appropriate under the circumstances.

FOR THOSE APPLYING OFFLINE, PLEASE FILL IN THE FOLLOWING FORM AND BRING IT ON DAY OF EVENT

Request Details (to be filled in by MiniComi)

Reference Number:
Table Requested:
Date Requested:
Price:

AUTHORIZED SIGNATURE: The Artist(s) hereby acknowledge that they have read this Agreement and hereby agree to be bound to and comply with the terms herein. The Artist further acknowledges that failure to abide by the terms of the Agreement shall be considered a breach of contract and may result in the loss of the Artist's privileges, including but not limited to expulsion from the Event, without recourse or refund. No verbal agreements will be honoured.

ARTIST

ORGANIZER (to be filled in by MiniComi)

Artist Name (print)

Organizer Name (print)

Signature

Signature

Date

Date