

ECPS PRESENTS ANIME MILWAUKEE

2024 EXHIBITOR PACKET

March 8-10, 2024

Hilton Milwaukee City Center

Wisconsin Center, Milwaukee, WI

The information and guidelines found in this packet apply to all Exhibitors.

Exhibitors include all individuals, companies, and organizations occupying space inside the Exhibits Hall - specifically vendors, artists, sponsors, guests, representatives from industry, as well as those from other cons, clubs, & organizations. Failure to follow the guidelines stated in this packet may result in removal from the Exhibit Hall without refund.

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Exhibit Hall Information

Exhibits Hall hours for attendees to visit vendors, artists, and all other Exhibitors are as follows:

- Friday 1 PM 8 PM
- Saturday 12 PM 8 PM
- Sunday 10 AM 4 PM
- VIP badge holders admitted 30 minutes prior to posted opening times above.

Exhibitor-only access for set-up will be on Thursday from 4 PM - 12 AM.

- Daily Exhibitor-only time is also allotted for Restocking/Maintenance one hour prior to opening and one hour following closure to attendees each day.
- Hours may be subject to change.

At least one representative must be present at every booth during all hours the Exhibit Hall is open to attendees each day.

Booths and Artist Tables must be ready and able to open by the posted opening time each day aisles clear of boxes and debris, staff in place, merchandise uncovered and neatly displayed. Please be sure to schedule your arrival time accordingly. You may continue to stock merchandise and store boxes inside your designated space throughout the weekend as long as all surrounding areas outside of your booth are kept clear. The exhibit hall doors will not be opened at the start of the day until all aisles are clear. This is for the safety of attendees and all present.

Exhibitors must move into their assigned space in the Exhibit Hall at least 90 minutes before the stated opening of the Exhibit Hall to the public on Friday. In the event an Exhibitor fails to occupy the space, AMKE shall have the right, without notice to the Exhibitor, to use the unoccupied space to suit its own convenience, including renting said space to another Exhibitor without rebate or allowance due to the defaulting Exhibitor.

AMKE does not permit booth or table sharing. This is applicable to both vendor and artist spaces. All Exhibitor spaces are to be used solely by the Exhibitor listed on the vendor/artist application and may not be shared with any other entities or individuals.

Proxy/Agented sales are not permitted in Artist Alley. The artist must be an AMKE invited artist and present at the convention in order to sell their work.

Spaces are not transferable. They may not be "sublet" or resold to a third party by the Exhibitor.

The Exhibit Hall will be locked and the hall secured by the convention center during non-operational hours. AMKE is not responsible for loss or damage of Exhibitors' items inside the exhibit hall or in transit to/from. Exhibitors are solely responsible for their own materials and should insure all belongings/products against loss or damage from any and all causes while at Anime Milwaukee. No entry by Exhibitors will be permitted for any reason once the exhibit hall has been locked for the night until it is unlocked for vendors that next morning and Exhibit Hall staff are present. Exhibit Hall staff will open the hall each morning. Exhibitors may not enter until AMKE staff are present.

Exhibitor wi-fi and electricity are not included in booth prices. They are provided by the convention center and available to interested exhibitors at an additional cost. Electricity access and private wi-fi may be ordered as an additional option during the registration/payment process, if desired. Public wi-fi is generally available but we cannot guarantee strength, security, or continued availability.

All sales must be conducted inside the AMKE Exhibit Hall in an Exhibitor's contracted booth space. Any sale of merchandise outside the exhibit hall without the express written consent of Anime Milwaukee is prohibited.

Booth Information

Vendor Booths are 10' x 10' each, with a maximum allowable height of 12 feet, and include two badges each for a fee of \$500 per space. Premium placement and corners are an additional \$150 per space. Vendor booths may consist of a maximum total of four spaces. Each vendor space also includes one 8' table and two chairs. Table linens will be provided.

Pipe and drape is not included with vendor booths but can be ordered separately at an additional cost from the convention center/decorator.

Exhibitors are also welcome to bring their own individual linens, gridwall, pipe & drape, shelves, additional tables or other display/booth building materials, if desired to make the space their own. A limited number of additional Exhibitor badges for booth helpers can be purchased at a discount and should also be ordered online when you complete registration/payment for your booth.

Standard Artist spaces are 6 feet wide and include one 6' table plus two chairs. Standard Artist spaces come with one badge and the ability to purchase one additional Artist badge at a discounted price.

Premium Artist spaces are located on the ends of aisles and include two tables plus two chairs. Premium Artist spaces come with two Artist badges and the ability to purchase one more at the discounted price.

Important Note: In order to sit behind an artist table or exhibitor booth in the Exhibits Hall each person must have an Exhibitors badge. Helpers with an attendee badge will not be granted access to the exhibits hall during Exhibitor-only hours or permitted inside your booth at any time. Having the appropriate Exhibitor badge assists AMKE staff and other Exhibitors in easily

being able to verify at a glance that a person is authorized to be there and also helps promote a sense of community.

For the safety of attendees, all advertising or displays must be stable and secured. Any large advertising or displays must remain inside your booth space. The maximum height of any shelves/displays may not exceed 12 feet tall. Aisles must remain clear at all times. Displays may not extend into aisles or impede a booth space belonging to another Exhibitor.

Each booth or artist table must have a sign clearly visible from the aisle with the business name and location during the convention for easy identification.

Booth/Table locations are assigned by Exhibit Hall leadership. While every effort will be made to accommodate location preferences, AMKE reserves the right to rearrange booth and Exhibitor locations as needed within the Exhibit Hall at the discretion of leadership. AMKE's decisions regarding Exhibitor spaces shall be final and binding.

Exhibitor agrees to fully disclose all merchandise types on the Application and understands that the Exhibitor's failure to disclose restricted item types (weapon reproductions, adult-themed merchandise, specialty snacks & beverages, etc.) on the Exhibitor Application will result in them not being permitted to sell those items at Anime Milwaukee.

Rules For Merchandise

Food

Exhibitors interested in selling prepackaged specialty snacks and beverages must include that information on their application. There is a charge of \$275 to cover the food buyout cost to the convention center. The sale of any food item, including specialty snacks, beverages, and/or candy requires a separate fee to the Wisconsin Center which should be added to vendor registration during the registration/payment process online. Food items may not be sold by Artist Alley exhibitors. The total number of snack vendors approved by exhibit hall leadership will be limited to prevent oversaturation.

Exhibitors who have not made these arrangements at least 30 days prior to con may not make available any food, drink, snack item, or ingestible product or substance for sale or distribution in any manner at Anime Milwaukee.

Weapons

Live steel swords, knives, guns with moving parts, or other potentially harmful weapons cannot be sold in the Exhibit Hall. Exceptions may be made by prior application and approval for a limited number of exhibitors where it is shown to improve the experience for attendees and plans are implemented for safe handling practices.

A Certificate of Insurance is required of any exhibitor approved to sell live steel weapons showing an endorsement to the exhibitor's insurance policy to cover display and merchandise

during transit to/from and at the show site as well as liability while on site. This must be submitted to exhibit hall leadership no later than fourteen days prior to the convention.

If any weaponry is found for sale at an unapproved Exhibitor booth, it is grounds for immediate revocation of privileges and removal from the Exhibitor space.

Allowable items to be sold without prior approval are:

- wooden kunai
- shinai
- foam, wooden, or plastic replicas
- cosplay props

Fan art

Fan art (i.e. Unlicensed character rips, logo rips, etc.) in the form of prints, posters, buttons, etc. may not be sold in the vendors area of the exhibit hall. In general, no unlicensed item for which there is a licensed counterpart may be sold within the Vendors area.

Fan art may only be sold inside the Artist Alley. If selling fan art, you must be an artist within the artist alley section of the hall and the artist must be present at the table during all hours the exhibit hall is open to attendees.

Artist Alley provides a positive and engaging atmosphere for artists of all talents and mediums to showcase, sell, accept commissions, and promote their own individual creations and talents.

In Artist Alley - Repurposing official or unofficial works i.e. mass-produced counterfeit charms from Alibaba in jewelry, reproduced licensed art, bootleg plush or figurines, etc is not permitted.

- Artists may not sell or display merchandise with title(s), logo(s), character name(s), or similar-type distinctions (i.e. the Attack on Titan wings of freedom) that the Artist does not have permission to use from the North American licensor. Trademarked and/or copywritten names may also not be used for booth displays and/or to visually distinguish/identify products.
- At no time does AMKE permit the sale of unauthorized works, including counterfeit merchandise, traced works, artwork sold without permission from original artists and/or North American licensors and other restrictions. If challenged, Artists must be able to prove their work is their own and/or authorized creation.
- Artists may not sell works that duplicate licensed products.

Industry considers fan art in the Exhibit Hall to meet the threshold of mass production, which makes it not protected by fair use and liable.

Artificially Generated (AI) Art

Anime Milwaukee appreciates the creativity and talents of individual artists. Our goal is to support artists and their content. Taking this into consideration, the sale of all forms of AI-generated art is prohibited within all areas of the AMKE Exhibit Hall, including Artist Alley. Examples include fully AI-generated art, AI-assisted art, editing AI-generated art, overdrawing, or the use of AI art in any manner.

Artists and/or vendors with questionable items will be asked to remove them from the hall. Failure to remove any item when requested by AMKE staff will result in ejection from the exhibit hall and forfeiture of the exhibit space without refund.

Copyright/Trademark/Unlicensed Items

The sale of any merchandise that violates United States and International Trademark or Copyright Laws is prohibited at AMKE. All items must be legally permitted to be sold in North America and the state of Wisconsin.

AMKE reserves the right to require Exhibitors to remove all unauthorized merchandise, up to and including ejecting Exhibitors for failing to do so. AMKE may or may not warn Exhibitors prior to ejection for policy violations, depending on the severity of the offense. AMKE's decision is final in all instances.

If granted a warning from AMKE, Exhibitor will remove offending merchandise and other possible illegitimate items from the exhibit hall within 60 minutes of the initial warning. Failure to remove all unlicensed items from the hall is grounds for immediate ejection. In the event that it becomes necessary to eject an Exhibitor, the Exhibitor will be responsible for any associated costs incurred by AMKE during the removal including, but not limited to: removal of pipe and drape, union costs, or drayage. Exhibitor will be invoiced for expenses and must provide payment prior to any possible future consideration.

Adult Media And Merchandise

Adult media and merchandise may be sold in accordance with the laws of both the State of Wisconsin and City of Milwaukee. Hentai, yaoi, yuri, and all 18+ merchandise must be clearly marked, in proper containers, and properly censored if on display.

AMKE reserves the right to restrict merchandise deemed unacceptable, including forms of blatant nudity or sexuality, etc. Child pornography in any form is prohibited by law and will be reported to law enforcement officials.

The display or sale of 18+ Adult or mature content merchandise to persons under 18 years of age is illegal. Exhibitors are solely responsible for ensuring that the handling, viewing, and sale of adult-themed merchandise is restricted to persons age 18 and older. Exhibitors will require verification of age using valid identification before any sale and must bag/package said merchandise in an opaque bag upon sale.

Stickers

Stickers are prohibited from being sold, or distributed in any manner, by the convention center. While this is not an AMKE policy, we have to enforce it, so we cannot allow any sort of adhesive backed items in the Exhibit Hall or Artist Alley. This is a Zero-Tolerance Policy and those in violation will be ejected from the hall without refund. Please don't bring them into the building.

Washi tape, pop sockets, memo pads, and other gently adhesive items are still allowed. It is only stickers and similar adhesive decals that are currently banned.

Resale Merchandise

All previously viewed/used merchandise must be clearly and accurately marked as such.

The buying and reselling of another Artist or Vendor's products is prohibited at Anime Milwaukee (example: if we find exhibitors buying other Artists or Vendors merchandise and reselling that merchandise at their own booth). Any reports on such actions will be dealt with swiftly. The accused party will be asked to remove the items from display immediately or face ejection from the Exhibit Hall.

Mystery Bags And Boxes

"Mystery" packages are subject to inspection by AMKE staff and/or attending industry at any time. All must contain officially-licensed products and are subject to the same policies as other Exhibitor merchandise.

"Mystery" packages sold within the Artist Alley must contain the artist's own work exclusively and are subject to inspections from AMKE staff and/or attending industry at any time.

Barred Merchandise

Exhibitors are prohibited from selling or making otherwise available certain kinds of merchandise ("Barred Merchandise") at Anime Milwaukee. If an Exhibitor is found with any examples of the Barred Merchandise listed below, the Exhibitor will be considered to be in default of the contract and asked to vacate the premises without refund. We have a zero-tolerance policy on this kind of merchandise.

- 1. Examples of Barred Merchandise shall include, but are not limited to: SonMay (SM) CDs Golden Apple CDs Ever Anime A8, Ever Anime GM, and Ever Anime Best Song Collections CDs Golden Anime CDs GGG Anime Soundtrack CDs Game Music brand CDs
- 2. Pins, Wall Scrolls, Models (Resin or Vinyl kits), Decals, Stickers and Posters which are not properly marked and labeled with the appropriate copyright information.

- 3. Stickers and/or Decals with adhesive may not be sold or distributed in any manner. This is a policy specified to AMKE by the convention center.
- 4. Unlicensed props of any sort. Examples include (but are not limited to):
 - a. Buster Blades
 - b. Gun Blades
 - c. Key Swords
- 5. Key Blades
- 6. Switchblades or any other sort of spring-loaded or automatic knife.
- 7. Ammunition of any sort, including airsoft ammunition, BBs, and paintball pellets.
- 8. Themed apparel from any unlicensed work (hats, headbands, etc.),
- 9. Plush apparel, plushies, stuffed animals, or plush type materials that do not contain a Tush Tag and a Swing Tag from a licensed work.
- 10. Any other goods or services deemed illegal under the laws of the United States of America, the State of Wisconsin, and the City of Milwaukee, Wisconsin, and International Copyright Law.
- 11. Drug paraphernalia such as pipes, water pipes, grinders, rollers, and roach clips.
- 12. Al-generated art

Raffles

According to the ordinances of Milwaukee and the state of Wisconsin, raffles require a permit that must be obtained in advance from the appropriate governmental agency. Any Raffles held within the Exhibits Hall must be approved by the Exhibit Hall Leadership in advance.

Exhibitor Code Of Conduct / Harassment Policy

Anime Milwaukee does not allow harassment of any kind, including but not limited to behaviors such as: stalking, offensive comments, hate speech, offensive signs and symbols which are recognized as offensive or discriminatory, inappropriate or unwelcome physical contact, recording or taking pictures without permission, and repeatedly disrupting conversations you have been asked to leave. The aforementioned comments or hate speech could be in relation to: age, race or ethnicity, color, citizenship or national origin, relationship status, sexual orientation, gender identity or presentation, appearance, clothing, body size, pregnancy, disability, or religion. This list is not an exhaustive list.

Conduct of an offending manner directed to any person(s) will not be tolerated. This includes other Exhibitors, Attendees, Anime Milwaukee staff, and convention center/hotel personnel.

Liability

Anime Milwaukee assumes no responsibility for including the name of Exhibitor, or descriptions of its products or services, in the Anime Milwaukee Program Book, brochures, news releases, website, electronic mediums, or other materials stated herein. Exhibitor hereby irrevocably grants AMKE the right to use its name logo, and descriptions of Exhibitor's products and services in any electronic or printed mediums used to promote Anime Milwaukee.

Exhibitor agrees to be responsible for, indemnify, and hold ECPS, AMKE, the Wisconsin Center, and their officers, employees, agents, affiliates and representatives, harmless from any and all claims of any nature, losses, damages, costs, expenses (including attorney's fees), personal injury, death, and/or any other claims arising from or related to any act or omission by the Exhibitor or his/her property, agents, representatives or employees in contravention of its obligations under this Contract or any applicable law governing Exhibitor's activities at the Anime Milwaukee.

Exhibitor agrees to be responsible for, indemnify, and hold AMKE, its officers, employees, agents, affiliates and representatives, harmless in case of damage or theft of the Exhibitor's property both during business hours and after hours.

Insurance Required

A Certificate of Liability Insurance is required to participate as an exhibitor at Anime Milwaukee. Artists and vendors will be required to submit a Certificate of Liability Insurance for the convention dates naming Anime Milwaukee, and its parent organization, Entertainment and Culture Promotion Society (ECPS), in addition to the exhibitor.

Additional Named Insured:

Entertainment and Culture Promotion Society 1314 S. 1st. St, PMB 321 Milwaukee, WI 53204

Neither Anime Milwaukee, ECPS, nor the Wisconsin Center, nor any of their officers, agents, employees, or contractors assume any responsibility for the theft, loss, or damage to an exhibitor or artist's property.

It is recommended exhibitors and artists consult their insurance broker to obtain a policy that offers general liability while at the convention, as well as coverage for their display materials and merchandise while in transit and onsite. Further information, including affordable options and submission details, will be sent to accepted exhibitors prior to the event.

Payments, Cancellations, Refunds, And Sales Tax

Payment Policy

Payments will be accepted using AMKE's online registration system only. We accept credit card payments only and regret that we are unable to accept cash or personal checks.

Refund Policy

Refunds will be not issued to any Exhibitors for any reason, including any at-convention ejections for failing to follow AMKE policies. In the event that Anime Milwaukee is canceled for any reason, paid booth registrations will be rolled over to the next convention. If you are unable to attend the next convention year, you may reach out to exhall@animemilwaukee.org for alternative arrangements.

Wisconsin Sales and Use Tax Policy

All information contained here is for your convenience, it is not to be used as a substitute for your own research and knowledge of local and state sales and use tax laws and regulations. The information contained herein is subject to change at any point. Please use the links provided, information available from the state of Wisconsin Department of Revenue, your tax advisor, etc. to verify the accuracy of the information provided. AMKE is not responsible for an Exhibitor's failure to follow State and City guidelines.

- 1. Each Exhibitor is responsible for collecting and paying tax to the State of Wisconsin as required by law.
- 2. All Exhibitors must be registered with the State of Wisconsin if making taxable sales during Anime Milwaukee.
 - a. Here is a link with a FAQ from the State for your convenience: http://www.revenue.wi.gov/html/temevent.html
- 3. Use tax certificate is required for every out-of-state retailer who is not required to hold a seller's permit, but is engaged in business in Wisconsin and making retail sales, leases, or rentals of tangible personal property or providing taxable services in Wisconsin.
- 4. How do I obtain a permit?
 - a. You can register online with the Business Online Registration or you can complete and mail in an Application for Business Tax Registration.
 - b. The most up to date information can be found online at: https://www.revenue.wi.gov/Pages/SalesAndUse/Home.aspx

- 5. Milwaukee County has a 5.50% sales and use tax as of the time of this writing.
- 6. Exhibitors shall be responsible for obtaining all documentation (licenses, permits, approvals, etc.) required by International, Federal, State, and local law, AMKE, or the Wisconsin Center, applicable to its activities at Anime Milwaukee. Failure to produce said documentation upon request by AMKE or the Wisconsin Center shall be grounds for default of this Contract by Exhibitor, and cause for immediate ejection from Exhibit Hall.
- 7. Exhibitor shall be responsible for collecting, reporting, and remitting Wisconsin sales tax for any items or merchandise sold at Anime Milwaukee, in addition to obtaining the Wisconsin sales tax rate, and any local sales tax rates for any and all merchandise sold by Exhibitor at Anime Milwaukee, and agrees to indemnify and hold AMKE harmless in any action arising from Exhibitor's failure, to collect, report, and remit Federal, Wisconsin, and local sales tax for goods sold by Exhibitor at Anime Milwaukee.

Reservation of Booths

Exhibitor understands that space in the Exhibit Hall shall be confirmed and registered only when the contract has been completed and signed electronically, and full payment for your booth has been received.