

2009 VISUAL ARTISTS CONTRACT AND CONDITIONS OF ENTRY **ART IN THE PEARL FINE ARTS AND CRAFTS FESTIVAL**

1. The artist (hereafter known in this contract as "Artist") must be in attendance and booth and display must remain intact during the entire show.

2. The images, which Artist submitted for jurying, must accurately represent Artist's work. **All work must be original and made by Artist.** Artists may only display work in the media category in which they were juried. *Not acceptable: Commercial kits or prefabricated forms, postcards, note cards, calendars, magnets, stationery, reproductions on canvas, or T-shirts.*

3. Exhibition Rules and Definitions

Ceramics: All original clay work. No more than 15% of the display may consist of slipcast or RAM pressed work. *Not acceptable: Any clay work produced from commercial molds.*

Computer generated: Work in this category must be in limited editions no more than 250. signed and numbered, using archival quality materials.

Fiber: No premanufactured wearable items, regardless of additional modification or enhancement by Artist.

Glass: No premanufactured items, regardless of additional modification or enhancement by Artist. may be exhibited.

Jewelry: All jewelry displayed at the show must have been juried in the "Jewelry" category, and all jewelry displayed must be designed and made by Artist. The work displayed must be similar in style, quality, and method to the work portrayed in the images submitted to the jury.

Not acceptable: Work designed by Artist, but with no subsequent hands-on work by Artist.

Commercially purchased components (beads, glass, gem, pearls, metal, or other elements not made by Artist) strung or assembled and/or twisted on wire. No more than 15% of a piece may consist of commercial findings.

Metalwork: Includes all non-sculptural, non-jewelry work crafted from metals.

Photography: Photographic prints must be made from Artist's original and have been processed by Artist, or under his/her direct supervision. No more than 15% of work shown may be displayed in browse bins. Prints must be signed and numbered in editions of no more than 250 per image.

Not acceptable: photographic prints on canvas.

Printmaking: Printed work for which Artist hand manipulated the plates, stone, or screens and which have been properly signed and numbered as a limited edition. *Not acceptable: photocopy or offset reproduction.*

Sculpture: Any work that is reproduced must be signed and numbered.

Woodworking: Original work in wood that is hand-tooled, machine-worked, turned, or carved.

Rules for 2-Dimensional Reproductions: No more than 15% of work shown can be reproductions. Reproductions must be consistent with the style and quality of the work represented in jury images and must be clearly and individually labeled "reproduction" on the front of each piece, not "print", "offset lithograph" or "gale". Reproductions must be signed and numbered in editions of no more than 250. 2-D reproductions must be unframed and displayed in browse bins. *Not acceptable: Giclee printed on canvas.*

4. Photo identification will be required at check-in. Artists working together may share space and pay one fee for that space only if they have collaborated on every piece of work. These artists' names must be on their application. No more than two artists may collaborate on work. Two artists making different work may share one space if they jury separately, are both accepted, and pay \$350 each.

5. Booths may not be sublet. Artists may not exhibit work made by other people.

6. Artists must be at least 18 years old.

7. No dogs or other pets are allowed, except service dogs and those used to assist persons with disabilities.

8. Artist must provide his/her own booth structure. Booth structure must be of sound construction, conform to fire code regulations, cannot obstruct or endanger neighboring booths or the general public, and must be capable of withstanding inclement weather. Artist is responsible for the back, top and sides of booth. Booths must be visually presentable to adjoining booths.

9. Artist must confine booth structure and all work, boxes, chairs, and other display materials within the allotted exhibit space.

10. Booths and their contents may remain set up each night. Four secured tent walls are highly encouraged. Art In The Pearl, Inc will supply nighttime security. Art In The Pearl, Inc is not responsible for the loss of or damage to the booth structure or its contents. Artists must vacate show 30 minutes after closing on Saturday and Sunday nights. On Monday night, Artist must vacate the show by 9pm.

11. Art In The Pearl, Inc and its designated agents have the right to enforce all policies and rules at its discretion.

12. The booth fee is \$575 (U.S. dollars) for a 10' x 10" booth. \$925 for a 10'x 20' booth, and \$1075 for a 20' x 10' booth. 50% of this fee is non-refundable. In the event of artist cancellation prior to July 1, up to 50% of the artist's booth fee may be refunded. at Art In The Pearl, Inc's discretion. After that date, all fees are not refundable. Artists will forfeit their booth space if they have not arrived by 9am on the first day of the show.

13. Behavior of artists should be professional, appropriate, and conform to all local laws and traffic regulations. All participants should respect the rights and property of business owners and area residents.

14. If all or part of the show is prevented from being held because of war, fire, weather, strike, earthquake, flood, government regulation, public catastrophe, act of God, or other cause, Art In The Pearl, Inc shall determine and refund to the Artist his/her appropriate share of the aggregate booth fee received which remains after deducting expenses incurred by Art In The Pearl, Inc. In no case shall the refund to Artist exceed the amount of the booth fee paid to Art In The Pearl, Inc.

15. The Artist agrees to indemnify Art In The Pearl, Inc against and save hold Art In The Pearl, Inc harmless from all demands, claims, causes of actions or judgments, for injury to person or property arising from omission, fault, negligence or other misconduct of the artist, his/her partners, agents, employees or other representatives, or arising from any use made or things done or occurring during the Art In The Pearl event. In case Art In The Pearl, Inc shall, without fault on its part, be made a party or threatened to be made a party, to any litigation commenced

by or against Artist, then Artist shall protect and hold Art In The Pearl, Inc harmless and shall pay all costs, expenses incurred in investigating or resisting the same, including reasonable attorney's fees, that may be incurred or paid by Art In The Pearl, Inc in connection with such threatened or actual litigation. Artist must carry business liability insurance for their business.

16. In the event that either party commits a breach of this agreement, the aggrieved party shall have the right to terminate and cancel this agreement immediately, and to hold the party committing the breach liable for damages. Any dispute arising out of this agreement shall be subject to mediation upon fifteen (15) days notice, including the identification of a proposed mediator. If the parties are unable to agree to a mutually acceptable mediator or if mediation is not completed within ninety (90) days from the date of notice or if the mediation is not successful in resolving the entire dispute, any outstanding issues shall be submitted to a final and binding arbitration by a professional arbitration service acceptable to the parties entering into this contract. If the parties are unable to agree as to an arbitration service, the dispute shall be submitted to arbitration in accordance with the laws of the State of Oregon. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. The costs of mediation and/or arbitration shall be borne equally by both parties.

17. In no event will Art In The Pearl, Inc, its agents, employees or other representatives be liable or held accountable to Artist for any loss, interruption of business, or any direct, indirect, special, incidental or consequential damage of any kind, harm or injury to the person or property of Artist resulting from theft, fire, water, accident or any other cause, regardless of the form of action whether in contract, tort (including negligence) or otherwise.

I have read and understand these rules and requirements for participation in the Art In The Pearl Fine Arts & Crafts Festival. I understand that non-compliance with these rules may result in exclusion from participation in this year's Art In The Pearl Festival and/or future Art In The Pearl Festivals.

Artist Printed Name

Printed Name of second Artist (if collaborating)

Signature of Artist

Signature of second Artist

Date

Date