



## Emerging Artist Agreement, 2009

This agreement is entered into this \_\_\_\_ day of November, 2008 (“Effective Date”), by and between Downtown Fort Worth Initiatives, Inc., a Texas non-profit corporation, 777 Taylor Street, Suite 100, Fort Worth, Texas 76102-4908, (“DFWII”), and \_\_\_\_\_ (“Artist”). My medium is **Emerging Artist (Note: This is the category you in which you been accepted)**.

**WHEREAS**, DFWII has jurisdiction and control over certain areas for the production of the MAIN ST. Fort Worth Arts Festival to be held in Fort Worth, Texas on April 16 - 19, 2009 with setup on April 15, 2009 (“Event”), and is providing space for the Artist to exhibit and sell his/her work during the Event;

**WHEREAS**, the Artist is paying a fee of more than one dollar for the use of this space during the Event.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties agree as follows:

### Section 1: Controlling Agreement

All provisions of any understandings between DFWII and the Artist, either oral or written, shall be subject to and governed by all the terms and conditions of this Agreement to the same extent and with the same effect as if the terms and conditions hereof were incorporated in such oral or written agreements. It is expressly understood and agreed that the provisions hereof are controlling.

### Section 2: Term of the Agreement

This Contract shall commence on April 15, 2009 and shall continue through the end of the day of April 19, 2009.

### Section 3: General Conditions

1. The Artist shall supervise and maintain the space provided, using his/her skill and attention, and shall be solely responsible for all labor, material, equipment, tools and other facilities used by him/her during the term of this contract.
2. The Artist shall at all times enforce strict discipline and good order among his/her employees and volunteers and shall not employ any unfit person or anyone not skilled in the task assigned to him/her. The Artist shall be responsible for initiating and maintaining and supervising all safety precautions in his/her assigned space.
3. The Artist shall maintain his/her display booth operation in an orderly manner and shall comply with all City Ordinances and Codes applicable to such an operation.
4. It is understood and agreed that the Artist is acting as an independent contractor in his/her capacity hereunder. The Artist shall be responsible for all acts or omissions of its employees and volunteers. Nothing contained in this Agreement or in the relationship of DFWII and the Artist shall be deemed to constitute a partnership, joint venture or agency relationship between DFWII and the Artist.
5. It is understood and agreed that the space rental fee, required from each participating Artist, is necessary to cover Event costs. Artist will keep 100% of their Event sales. Artist is responsible for the payment of all applicable taxes, currently 8.25% in Fort Worth, Texas.
6. It is understood and agreed that should an Artist wish to withdraw from the Event, DFWII must be notified in writing and the notification received in our Fort Worth offices no later than the end of business on February 1, 2009. Thereafter, the full amount of booth fees and any other costs that may



have been incurred will be due to DFWII. After February 1, 2009, DFWII will not issue refunds for any reason whatsoever.

7. It is understood and agreed that an Artist who does not register with Event officials by 5:00 PM on Wednesday, April 15, 2009, **or has not contacted our offices via phone or email to make alternate arrangements**, will forfeit all rights to occupy their booth space and DFWII may utilize the space for other purposes. In such event, the Artist will remain liable for the full booth fee. It is understood and agreed that no refunds or preferred treatment can be made for inclement weather or any other cause not in the control of DFWII. There is no provision other than the decision of the on-site jury that may provide any artist the opportunity to return to the Festival in 2010.
8. It is understood and agreed that DFWII may, if required by force majeure or other reasons beyond its control, postpone or shorten the Event. No Artist shall have any right or claim for any damages whether direct, indirect or consequential, or any other kind, arising or alleged to arise by reason of any postponement or cancellation of the Event.

#### **Section 4: Exhibitor Conditions**

**Artist hereby acknowledges notice and acceptance of regulations and procedures as outlined in the Artist Policies, specifically:**

1. **All Artists represented in their Zapplication application profile (“Zapp”)** must personally attend their exhibit and must be present during the entire four days and exhibit hours posted for the public. The Festival is compassionate towards working, collaborative artists who experience honest family hardships as a result of this policy. **Artists wishing an exemption from this policy should contact the Director, prior to applying, who will provide specific requirements for exemption.**
  - a. Artists will be required to show photo identification at check-in, **and** on each day of the Festival. Should it be found that the Artist is not at his or her booth, and there is no Director’s advance permission to not be at the Festival on file, the Artist will be removed from the Festival without recourse.
2. **Works exhibited must be consistent with images submitted by Artist(s).** The addition of other bodies of Work not specifically juried into the Festival will be requested to be removed from sale. Non-compliance will result in removal from the Festival without recourse.
3. **All Work submitted and exhibited must be original, hand-crafted Work produced by the Artist and may not be the result of work by any person other than the Artist, or the Artist and his/her collaborating partner, or from commercial kits, molds, greenware, patterns, plans, prefabricated forms or other commercial methods.**
4. Collaborating Partners are permitted; however, any representation other than a true, hands-on artistic collaboration will not be tolerated. Collaborating partners participate in the creative and mechanical process – they are not assistants. Collaborating partners may exhibit only their collaborative work(s).
5. Artists will be required to provide information to include a complete Artist Statement and a head shot or other shot to be shown to the public (digital file). This information will be posted on an individually designed webpage, and will also be printed and laminated for the Artist to display in a prominent place in the booth(s). It is the Artist’s sole responsibility to identify the category and the bodies of Work being sold. .
6. Quality, unframed reproductions of two-dimensional originals, signed and numbered by the Artist are the only acceptable form of sales outside the original works. Artist must define “reproduction” or “limited edition” through their Artist Statement, and each piece must be clearly and individually



labeled as “reproduction.” Reproductions and limited editions may be shown in a portfolio and may not occupy wall space in the artist’s booth. The original Work must be available and on-sale in the Artist’s booth.

7. The Festival does not permit the sale of promotional items. Postcards, note cards, posters, or any other offset reproductions are not permitted. Tapes/CDs of exhibited instruments performed by the Artist may be sold along with an instrument, but not alone.
8. Photographers and printmakers are encouraged to do their own printing. They are required to disclose their creative and printing process.
9. Only artists accepted in the Jewelry category may exhibit or sell jewelry. Jewelry is not accepted in any other category.
10. T-Shirts are not allowed to be sold.
11. Artist is responsible for proper insurance and protection of work and set-up. The Festival will not be responsible for damage to work or set-up due to weather or unrelated incidents.
12. All artists are expected to comply with all regulations and respect artistry standards. The Festival reserves the right and responsibility to ensure compliance of all regulations. This is not limited to refusal of any work to be exhibited that is not consistent with images submitted and work accepted for display by the jury. Failure to comply and cooperate with Festival officials will result in the exhibitor’s removal from the show and exhibitor’s right to exhibit in future shows may be refused.
13. No dealers, agents or representatives are permitted.
14. Artist agrees to limit his/her electrical requirements to no more than 200 watts per space. Additional electrical uses or needs will be charged at \$30 per 200 watts.
9. Artist hereby acknowledges notice of and agrees to adhere to the weapons policy established by DFWII. Artist agrees not to carry any guns, firearms or weapons of any kind while participating in the Event, regardless of whether the Artist is licensed to carry a concealed handgun. An artist’s failure to abide by the weapons policy shall constitute a default under this Agreement.

#### **Section 5: Loss or Damage to Exhibitor’s Property**

1. ARTIST UNDERSTANDS AND EXPRESSLY AGREES THAT HE/SHE IS BRINGING ALL OF HIS/HER PERSONAL PROPERTY, ART, WARES, EQUIPMENT AND VALUABLES OF ANY SORT ON THE EVENT SITE AT HIS/HER SOLE RISK AND FURTHER AGREES TO INDEMINIFY THE RELEASED PARTIES (AS HERINAFTER DEFINED) AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL CLAIMS AGAINST DFWII, THE CITY OF FORT WORTH, TEXAS, TARRANT COUNTY, OTHER OWNERS OF PROPERTY WITHIN FESTIVAL SITE AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, AND CONTRIBUTORS (COLLECTIVELY, “RELEASED PARTIES”) FOR LOSS, DAMAGE OR DESTRUCTION OF SAID PROPERTY OR INJURY TO PERSONS AND FOR ALL COSTS AND EXPENSES ASSOCIATED THEREWITH (INCLUDING REASONABLE ATTORNEY’S FEES). ARTIST UNDERSTANDS AND EXPRESSLY AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR SAID PROPERTY OR PERSONAL INJURY EVEN IF SUCH LOSS IS DUE TO THE NEGLIGENCE OF ANY RELEASED PARTY.
2. SHOULD ARTIST CHOOSE TO INSURE ARTISTS’S PERSONAL PROPERTY, HIS/HER INSURANCE CONTRACT SHALL BE AMENDED SPECIFICALLY WAIVING ALL RIGHTS OF SUBROGATION IN FAVOR OF ALL RELEASED PARTIES.



**Section 6: Loss of Money or Other Valuables**

All money or other valuables on site in the custody of the artist are at the sole risk of the Artist and it is expressly understood the Released Parties are not responsible for providing any security of protection of such money or valuables and that the Released Parties are not responsible for liable for any loss of money or valuables. Artist hereby expressly waives any claim for such loss in favor of the Released Parties.

**Section 7: Compliance with Laws and Usage**

The Artist agrees to comply with all State, municipal and other laws, ordinances rules and regulations applicable to this Event activity and will work with DFWII to comply with its regulations.

**Section 8: Emerging Artist Understanding**

You have elected to apply to our show as an "Emerging Artist;" this category is being offered to you because you have little or no exhibition experience as stated in writing in our application procedure. Specifically, you affirm that you have participated in **no more than two** juried, outdoor festivals prior to our 2009 show. This program is designed to provide an environment for growth and development for new artists in our industry. You may be asked to provide verification of your status and qualification as an emerging artist, and provide proof to show that you have not participated in more than two large arts festivals prior to Festival.

**This agreement must be signed and postmarked by December 15, 2008, or it will become null and void.**

ARTIST:

ARTIST PARTNER:

\_\_\_\_\_  
(Note – printing your names above will be accepted as a signature if emailed)

Signature:

\_\_\_\_\_ Date: \_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR DOWNTOWN FORT WORTH INITIATIVES, INC.:

John C. "Jay" Downie, CFEE  
Director