Visual Artist Contract

Before submitting an application, please read over the following information.

By clicking "I Agree" on the application (located at <u>www.Zapplication.org</u>) the undersigned ("Artist") represents, warrants and agrees to each of the following:

(1) Artist has reviewed the Art In The Pearl Rules for Participation and Conditions of Entry and the 2016 Visual Artists Contract (located at http://www.artinthepearl.com).

(2) Artist agrees to abide by all rules, policies, and decisions of Art in the Pearl Inc. ("Art In the Pearl" or "Organizers") as they related to Artist's entry or the terms of Artist's participation in the Art in the Pearl Fine Arts and Crafts Festival (the "Festival").

(3) The images submitted by Artist for review by the jury are representative of the work to be exhibited at the Festival if Artist is accepted. If Festival Organizer's Quality Assurance Committee determines, in their sole discretion, that any work exhibited by Artist does not conform to the standards set forth by Festival, or, that the images submitted by the Artist have been altered in such a way as to misrepresent the work during the jury process, Artist agrees to remove such work from the booth space immediately upon request of Festival officials. Failure to remove such work or otherwise comply with all applicable rules may result in the immediate termination of Artist's participation, without refund to or recourse by Artist(s) and Artist's right to exhibit in future shows may be refused.

(4) All Festival booths are subject to review by the Organizer's Quality Assurance Committee throughout the festival. Decisions by the Quality Assurance Committee are final and binding on Artist.

(5) All the images submitted and subsequently exhibited at the Festival if accepted are of work created entirely by the Artist.

(6) Artist hereby authorizes the use of any and all images or depictions of Artist's work submitted through the jury process in connection with promotional efforts of Organizers in any and all forms of media including without limitation print advertisements, television advertisements and internet displays. Acceptance to the Festival does not guarantee Artist's inclusion in any promotional materials.

(7) By clicking "I Agree" Artist hereby releases and forever discharges and holds harmless Art In The Pearl Inc., the City of Portland, Multnomah County, all sponsoring organizations, and each of their directors, officers, employees, agents and volunteers from any responsibility, personal liability, claims, loss or damage of any kind related to Artists application to and participation in the Festival, including without limitation negligence.