

2013 VISUAL ARTISTS CONTRACT AND CONDITIONS OF ENTRY
ART IN THE PEARL FINE ARTS AND CRAFTS FESTIVAL

1. Each artist accepted for participation (hereafter known in this contract as “Artist”) in the Art in the Pearl Fine Arts and Crafts Festival (the “Festival”) must be in attendance at the Festival, and the Artist’s booth and all related displays must remain intact during the entire show unless Artist’s participation is terminated as outlined in this Agreement.
2. The images which Artist submitted for jurying must accurately represent Artist's work. All work must be original to and made by the Artist. Artists may only display and sell work in the media category in which they were juried. The following categories of products are *not acceptable: commercial kits or prefabricated forms, postcards, note cards, calendars, magnets, stationery, giclee on canvas (digitally printed canvas), or Tshirts.*
3. Exhibition Rules and Definitions. Artist has read and agrees to comply with all terms and conditions of this Agreement and the Rules for Participation and Conditions of Entry attached as Exhibit A and incorporated by reference into this Agreement.
4. Artists must be at least 18 years old in order to participate in the Festival. All Artists must provide acceptable photo identification at check-in. Artists working together may share space and pay one fee for the shared space only if they have collaborated on every piece of work displayed in the space. Both artists' names must appear on their application. No more than two artists may collaborate on work.
5. Artists may not sublet booths or exhibit work made by people other than themselves.
6. No dogs, cats or other pets are allowed, except service animals, those used to assist persons with disabilities.
7. Booth display 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 Festival premises 30 minutes after closing on Saturday and Sunday nights. On Monday night following the close of the show, Artist must vacate the show and remove all booths and materials by no later than 9pm.
8. Art In The Pearl, Inc. and its designated agents have the right to enforce any policies and rules at its sole discretion.
9. Artists are expected to be professional and appropriate, and must conform with and obey all local laws and traffic regulations. All participants must respect the rights and property of business owners and area residents.
10. If all or part of the Festival is prevented from being held because of war, fire, terrorism, weather, strike, earthquake, flood, government regulation, public catastrophe, act of God, or other force majeure cause, Art In The Pearl, Inc shall in its sole discretion determine refund amounts based on Artists share of the aggregate booth fees 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.
11. The Artist agrees to defend, indemnify and hold Art In The Pearl, Inc. and its officers, directors, employees and agents 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 Artist's application to or participation in the Festival, for any use made of Festival grounds or events occurring during the Art In The Pearl event. In the event that Art In The Pearl, Inc. is made a party or threatened to be made a party to any litigation commenced by or against Artist, then Artist shall defend, indemnify and hold Art In The Pearl, Inc. and its officers, directors, employees and agents harmless and shall pay all costs and 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 and all property located on the Festival premises.

12. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

13. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, within fifteen days of any dispute the aggrieved party agrees to give written notice to the other party of the dispute and agrees to first submit its claim or dispute to mediation in Portland, Oregon through the Arbitration Service of Portland, Inc. any other mediation process or mediator as the parties may agree upon. Any dispute or claim arising out of Artist application to or participation in the Festival or that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement or the arbitration agreement, shall be resolved by arbitration in Portland, Oregon accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. by filing a claim in accordance with its filing rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof

14. 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.

15. By submitting an application to participate in the Festival artist represents and warrants that the Artist has read this Agreement and its Exhibits and understands and agrees to all applicable rules and requirements for participation in the Art In The Pearl Fine Arts & Crafts Festival. Artist understands that noncompliance with any rule or policy of the Festival or its Organizers may result in exclusion from participation in the current Art In The Pearl Festival and future Art In The Pearl festivals and related events.