

LA QUINTA ARTS FESTIVAL 2019
ARTIST PARTICIPATION AND PAYMENT AGREEMENT

In consideration of my participation in La Quinta Arts Festival **March 7-10, 2019** ("Festival"), I ("Artist") agree as follows:

1. Festival Participation Fees.

1.1 Booth Fee: Artist agrees to pay the standard booth fee no later than **December 1, 2018**. If all required paperwork and standard booth fee are not received by this date, it will be deemed an automatic cancellation of Artist's participation in the Festival. Artists requesting larger spaces should do so on the online Booth Request Form: <https://goo.gl/sbRSo5> Large and extra-large spaces will be confirmed by **mid-January** at which time additional booth fee is due and payable. Booth fee balances must be paid in full prior to Festival Registration.

1.2 Festival Fee: Artist agrees to pay La Quinta Arts Foundation ("LQAF") 20% of all sales (excluding tax) made during, commissioned as a result of, or consummated after the close of the Festival through Artist's participation in the Festival. Artist agrees to make 20% payment by credit card. Artist agrees to report Artist's sales daily, pay the 20% of total sales at the close of the Festival, and provide LQAF with an accounting of all commissioned or post-closing sales. Artist agrees to adhere to all LQAF financial reporting instructions.

1.3 Refunds:

A. Application Fee: If Artist cancels before **September 30, 2018** Artist is entitled to a refund of the Application Fee less \$25 administration fee. No refunds of the Application Fee after **September 30, 2018**.

B. Booth Fee: If Artist cancels on or before **January 1, 2019** a refund of the Booth Fee less \$25 administration fee will be provided. If such cancellation occurs after **January 1, 2019**, the Booth Fee will be forfeited.

C. Festival Fee Refunds: Artists should clearly state/publish a refund policy with the understanding the Festival Fee paid to LQAF may or may not be eligible for refund. Refunds of Festival Fees, in part or full, will only be considered if documentation is submitted within thirty (30) days of close of Festival. A final determination on each request for refund of the Festival Fee will be made at the sole and absolute discretion of LQAF.

D. Cancellation by LQAF: In the event the Festival is cancelled in its entirety by LQAF, refunds will be administered in accordance with ZAPP™ Software Small Show License Renewal Agreement dated May 10, 2011 as modified by LQAF. Artist understands that, in the case of a Force Majeure event, LQAF will not have the ability to provide reasonable advance notice to Artist before Festival cancellation.

2. Artist Load In Set Up and Presence.

Artist agrees to be present and in Artist's booth all posted hours of the Festival. Festival hours are 10 am to 5 pm. Artist Parties (as defined in Section 12 below) do not qualify as being the Artist. Artist must present photo identification at check-in. All large work must be set up on **Tuesday, March 5, 2019**. Artist must complete all booth set-ups by **Wednesday, March 6, 2019** at the designated time. Artist will be assigned a set-up date. Please do not assume that Artist will be permitted to set up on the day prior to the Festival. Gates open to the public on **Thursday, March 7, 2019**. Artist may complete finishing touches to Artist's booth and bring in fragile art before the Festival opens. Artist may not set-up Artist's entire booth display on the date the Festival opens. Artist agrees to comply with the Load In and Set Up Schedule.

3. Artist Representation of Original Artwork.

Artist agrees that all work submitted to the jury process displayed and presented for sale to the public at the Festival has been designed and executed by Artist. All work exhibited must be for sale. Artist certifies that jury images submitted represent Artist's original work. No mass-produced kits, molds, embellished objects, commercial reproductions, exhibitor posters are allowed. Artist may display for sale only work juried and accepted in the

medium applied. Artist agrees that LQAF reserves the right, in its sole and absolute discretion, to advise Artist of any work that does not meet LQAF's standards and take any action deemed necessary to remedy noncompliance, including but not limited to Artist being: (i) requested to leave the Festival grounds; or (ii) denied participation in future Festivals.

4. Fine Art Multiples (i.e. Prints, Giclees).

Artist is required to comply with California Civil Code (the Sale of Fine Prints Act [the "Farr Act"] of 1970) requiring a certificate of authenticity be provided with each sale of a fine art multiple. Artist agrees that no more than 20% of Artist's display will be comprised of multiples. LQAF reserves the right in its sole and absolute discretion to monitor displays of multiples, and request Artist to remove multiples from display, or request Artist to leave the Festival.

5. Rules, Regulations, Applicable Laws, and Professional Conduct.

Artist agrees to abide by all federal, state, and local rules, regulations and laws applicable to the Festival. Artist understands and agrees that smoking is prohibited at La Quinta Civic Center Campus. Artist agrees to represent Artist and LQAF in a professional manner. Artist agrees to comply with all LQAF Rules for Participation.

6. Required Permits, Licenses and Tax.

6.1 California Seller's Permit: Artist agrees to obtain a California Seller's Permit adding the Festival address (78495 Calle Tampico, La Quinta, CA 92253) as a selling location.

Obtain information and register at <http://www.cdtfa.ca.gov/services/permits-licenses.htm> Register online for a seller's permit, use tax account, or other tax and fee programs. Many applicants will be able to obtain their permit immediately after they submit their application.

Artist must present California Seller's Permit number in writing to LQAF by **February 1, 2019.**

6.2 City of La Quinta Vehicle Business License:

This form is available online at: <http://www.laquintaca.gov/business/the-hub-permit-center/business-licences> and select either "Business Outside the City of La Quinta" if you are not a resident of the city of La Quinta or "Business Inside the City of La Quinta" if you are a local resident. Click on the link and complete the application, enclose a check and mail to Business License Division, City of La Quinta, 78495 Calle Tampico, La Quinta, CA 92253. Do not send to LQAF.

Artist agrees to obtain a City of La Quinta Vehicle Business License prior to artist check-in.

6.3 Lack of Licenses: Unavailability of required permits and licenses is grounds for immediate removal from the Festival. Artist agrees to have the valid permits and licenses available for inspection by LQAF and governmental entities with jurisdiction over the Festival in Artist's booth during all Festival hours.

6.4 Applicable Taxes: In accordance with the California State Board of Equalization Artist is required to collect, report, and file all applicable taxes, including Sales Tax, designating all Artist sales as transacted in the City of La Quinta.

7. Use of Images.

7.1 By LQAF: Artist understands and grants permission for photographs, video and other recordings of Artists' displays and artwork made by LQAF, its agents, assigns, employees, and agrees that the same may be used for promotional advertising, archiving, and/or educational purposes by LQAF without remuneration to Artist. This agreement by Artist, includes, but is not limited to, use in news releases, print, television, social media, and the LQAF websites. Written contracts will be provided to all featured or poster artists.

7.2 By Artist: Photographs, video and other recordings taken by Artist or Artist Parties during, or as a result of participating in the Festival are subject to scrutiny and ultimate approval of LQAF in its sole and absolute discretion. LQAF may require any images or recordings LQAF deems inappropriate or otherwise unacceptable for any reason, be removed from public view. Failure to comply may result in removal from the Festival or exclusion from future Festivals, or the exercise by LQAF of its legal remedies against Artist.

8. Canopies and Display Requirements.

Artist agrees to adhere to the "Exhibition Canopy and Display Staking Requirements" found in Artist Instruction Guide on LQAF.com under Artist Resources. These requirements are for the safety and protection of artists, patrons and artwork. Artist understands that noncompliance with these requirements will result in immediate removal from the Festival. Artist further understands and agrees that Artist displays and stores artwork at the Festival site at Artist's own risk, and Artist is solely responsible and liable for the protection of the same.

Artist is aware the La Quinta Arts Festival venue offers panorama viewing which often includes a 360 degree booth view. Stockpiling, storage of equipment, artwork, materials and supplies behind or adjacent to Artist's exhibition booth is prohibited in spaces where those items are on view to the public.

9. Liability and Release.

Artist has read and agrees to all terms and conditions of participation in the Festival and this Artist Participation and Payment Agreement ("Agreement"). Artist hereby releases, indemnifies and holds harmless LQAF, the City of La Quinta, their respective employees, volunteers, representatives, assignees, affiliated organizations, vendors and suppliers from any and all claims, losses, liabilities, demands, damages, theft or costs (including attorney's fees), and for any injury suffered before, during, or after the Festival or as a result of negligence, or failure to perform under this Agreement, or other acts, foreseen or unforeseen and howsoever caused, and for the Artist's work, equipment, and materials. Artist hereby releases LQAF and City of La Quinta from all actions, claims, demands that Artist, and Artist Parties, and their respective assigns, heirs, legal representatives now have, or may hereafter acquire, for injury, death, damage to, or theft of personal property, equipment, or artwork. Artist is strongly encouraged to carry liability, personal injury, theft, and event interruption/cancellation insurance for Artist's artwork, and the personal protection of Artist and the Artist Parties.

10. Waivers.

LQAF may, in its sole and absolute discretion, waive any one or more of the Rules For Participation or any of the provisions of this Agreement for the benefit of any particular artist but no such waiver by LQAF shall be construed as a waiver of the Rules For Participation or this Agreement in favor of Artist or prevent LQAF from thereafter enforcing any such Rules For Participation against any and all artists. The Rules for Participation agreed to by Artist in the ZAPP™ application process are in addition to, and shall not be construed to in any way modify or amend in whole or in part, the terms and conditions of this Agreement. In the event any of the ZAPP™ Rules conflict with any specific provision of this Agreement, this Agreement shall prevail. LQAF reserves the right, in its sole and absolute discretion, to change or make such other reasonable Rules for Participation as, in its judgment, may from time to time be desirable or needed for the safety, security and operation of the Festival and its attendees and for the preservation of good order at the Festival. Artist agrees to abide by all such Rules for Participation hereinabove stated and any additional Rules for Participation which are hereafter adopted by LQAF.

11. Involuntary Cancellation.

In the event Artist becomes ill or has an emergency during the Festival which necessitates Artist's departure from the Festival, LQAF will make a reasonable effort to secure Artist's display and advise Artist Parties of such departure. No art sales will be made on behalf of the Artist by LQAF. If Artist appoints a qualified designee to

continue exhibition and sales or remove Artist's display and artwork, Artist and such designee assume full responsibility for compliance with all LQAF rules, regulations and liability releases.

12. Knowing and Voluntary Execution.

Artist has carefully read this Agreement and fully understands its contents in pages one through four. Artist understands that failure to comply with the Festival regulations will result in removal from the Festival. Artist is aware that all decisions of LQAF are in its sole and absolute discretion, final, and may not be arbitrated. This is an enforceable contract and release of liability between Artist (and Artist Parties) and LQAF (and its affiliated organizations) and Artist signs this Agreement of Artist's own free will. As used in this Agreement, the term "Artist Parties" shall mean and collectively refer to Artist's employees, agents, customers, visitors, invitees, licensees, contractors, and designees.

Signed _____ Date _____

Print Artist Name(s): _____

Artist Mailing Address: _____

City _____ State _____ Zip _____

SIGN WHERE INDICATED ABOVE

RETURN THIS (PAGE 4) TO:

LA QUINTA ARTS FOUNDATION
78150 Calle Tampico, Suite 215
La Quinta, CA 92253

Fax: 760-391-6925 or Email: helpline@LQAF.com