

2009 Celebration of Fine Art Contract

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Cell: _____ Web site: _____

Email: _____

Number of days per week you will spend working at the Celebration? _____

How many other shows will you be doing during the Celebration? _____

Will your studio be manned by someone else if you are not present? _____

Medium of work you will exhibit: _____ Price Range _____

Studio fees for 2009 are \$2,400.00 to \$2,550.00, based on location. New artists will be assigned studio spaces. Which studio fee would you like to pay? _____

Method of Payment - I want to pay my studio fee as follows:

In full, on acceptance _____

Time payments _____

(If you choose time payments and are accepted to the event you will receive a payment schedule in the mail with your acceptance letter. Payments will be due on the 15th of each month.)

I understand that this will become a binding agreement for participation in the 2009 Celebration of Fine Art, subject to the terms and conditions on page 2, between the artist named above (Artist) whose signature appears below and the Celebration of Fine Art L.L.C. (Celebration) upon acceptance by the Celebration.

Artist Signature

Date

Accepted/Celebration of Fine Art
(Page 1 of 2 pages)

Date

2009 Celebration of Fine Art Contract

1. Artist agrees to occupy the exhibit space assigned during the term of the Celebration. In the event Artist does not occupy said space Celebration is expressly authorized to occupy or cause said space to be occupied in such a manner Celebration may deem in the best interests of the Celebration without any rebates or allowances to the Artist, except as provided in paragraph #17, and without releasing Artist from any liability hereunder.
2. Artist will be responsible for the delivery, handling and display of his artwork at the beginning of the Celebration. Artist shall supply and/or keep in inventory sufficient artwork to replace artwork sold during the term of the Celebration.
3. Artist will be responsible for removal of his artwork, any remaining inventory and his display materials at the completion of the Celebration. If the foregoing is not removed within two days of the completion of the Celebration, Celebration shall have it removed at Artist's expense.
4. Artist agrees that Celebration shall handle the sale of all art sold through a central sales office. A commission of twenty percent (20%) shall be charged to the artist on all sales made during the show or at a later date as a result of contact made at the show.
5. If a credit card is used to pay for Artist's work, all fees charged by the credit card company shall be passed on to Artist.
6. Celebration agrees to pay Artist for all artwork sold within fifteen (15) days of sale and collection of funds. In the event that funds are uncollectible and Artist has been paid by Celebration, Artist agrees to return all payments made for that transaction to Celebration.
7. In the event Artist accepts a commission or agrees to ship artwork and fails to perform, Artist agrees to return all payments made for that transaction to Celebration.
8. In the event of a return of artwork for which Celebration has already paid Artist, Artist agrees to return all payments made for that transaction to Celebration.
9. Artist shall provide insurance for himself at his own expense. Celebration shall not provide property or liability insurance for Artist. By acceptance of this agreement, Artist expressly releases Celebration and the owner of the land on which the Celebration is held from any and all liability for damage, injury or loss to any person or goods, which may arise from exhibiting at the Celebration, and agrees to hold Celebration harmless of any loss or damage by reason thereof.
10. Artist agrees that all art exhibited must be produced by the Artist and that only art approved by Celebration jury may be shown. Seventy percent (70%) of the art displayed must be original and the balance may be reproductions of the Artist's original works. No tee shirts or manufactured items are allowed.
11. Celebration shall furnish basic exhibit space as agreed between Artist and Celebration. Celebration shall supply general lighting, general cleaning, sales personnel and night security. Artist may decorate said space as he or she wishes; however Artist agrees not to texture walls and to use only flat latex paint. Artist further agrees that if, in the process of decoration, damage occurs to exhibit walls which requires Celebration to replace either the wall or paneling on the wall, Artist will be billed the cost of replacement. Artist shall furnish all material, lights, displays, fixtures and services necessary to display Artist's work.
12. Celebration shall not be responsible for refunds or any other liability for failure to fulfill this contract due to fire, any act of God, strikes or any other cause beyond Celebration's control. In the event the Celebration is canceled by the Celebration for any reason other than the preceding, Artist shall be given a full refund of all monies paid to the date of cancellation.
13. Celebration shall have the right to enforce fire codes and all local ordinance requirements.
14. Artist, by signing this agreement, authorizes Celebration to use Artist's image and the image of any artwork produced by the Artist for the promotion of the Celebration.
15. Artist understands and agrees that applicable sales tax will be charged to the buyer on all purchases and collected in the CFA office. Artist agrees to accept all liability for any taxes, interest and penalties due as a result of the violation of City or State tax laws by Artist.
16. If Artist violates any provision of this agreement or acts in a manner which Celebration considers to be detrimental to Celebration, Celebration may terminate this agreement without notice and remove Artist's work from his assigned Exhibit space without any rebates or allowances to the Artist.
17. Artist fee payment and cancellation policy is as follows:
 - A. Payment shall be made according to the terms of the "Method of Payment" described on the first page of this agreement. If the payment schedule called for in "Method of Payment" is not met, Celebration may, at its option, cancel this agreement by notifying the artist in writing of said cancellation.
 - B. There shall be a 10-day period from receipt of Artist's initial payment during which no cancellation fee will be charged, unless initial payment is made after September 1, 2008. Prior to September 1, 2008 there shall be a cancellation fee of 10% of the full studio fees. If cancellation occurs between September 1, 2008 and September 30, 2008 there will be a cancellation fee of 50% of the full studio fees. If cancellation occurs after October 1, 2008 there will be no refund of any fees paid.
18. In the event that Artist sells any artwork at the Celebration for delivery to the customer at a future date ("Special Order"), then Artist shall be solely responsible for all refunds to the customer in the event that Artist fails to complete the Special Order or in the event the customer demands a refund for any other reason.

Artist Signature: _____ Date: _____