

**NAPLES NEW YEAR'S ART SHOW
ARTIST PARTICIPATION AND PAYMENT AGREEMENT**

In consideration of my participation in the Naples New Year's Art Show **January 4-5, 2020** (" Art Show"), I ("Artist") agree as follows:

1. Art Show Participation Fees.

1.1 Booth Fee: Artist agrees to pay the booth fee no later than **October 24, 2019**. If all required paperwork and booth fee are not received by this date, it will be deemed an automatic cancellation of Artist's participation in the Art Show. Booth fee balances must be paid in full by due-dates specified.

1.2 Refunds:

A. Application Fee: Application Fees are non-refundable.

B. Booth Fee: If Artist cancels on or before **November 22, 2019** a refund of the Booth Fee less \$25 administration fee will be provided. If Artist cancels after **November 22, 2019** and on or before **December 6, 2019** a 50% refund of the Booth Fee less \$25 administration fee will be provided. If such cancellation occurs after **December 6, 2019**, the Booth Fee will be forfeited.

C. Cancellation: In the event that the "Show" is interrupted or prevented without contributory fault or negligence of either party because of war, act of God, fire, national or local calamity, riot or civil disorder, any act or regulation of public authorities, or any unforeseen occurrence or labor dispute, including strike or lockout of employees, then obligations of the parties shall be suspended to the extent made necessary, but no refund shall be due or payable to the artist from the Naples Art Association for any fees paid. Neither the Artist nor the "Show" shall be liable to the other for any damages caused thereby.

2. Artist Load In Set Up and Presence.

Artist agrees to be present and in Artist's booth all posted hours of the Art Show. Art Show hours are 10 am to 5 pm. Artist must present photo identification at check-in. Artist must initiate and complete all booth set-up commencing **Saturday, January 4, 2020** from 4:00 am to 9:30 am. All vehicles must be out of the show area by 8:30 am. Please do not assume that Artist will be permitted to set up on the day prior to the Art Show. 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 Art Show 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 the NAA reserves the right, in its sole and absolute discretion, to advise Artist of any work that does not meet the NAA standards and take any action deemed necessary to remedy noncompliance, including but not limited to Artist being: (i) requested to leave the Art Show grounds; or (ii) denied participation in future Art Shows.

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

Artist agrees to abide by all federal, state, and local rules, regulations and laws applicable to the Art Show. Artist agrees to represent Artist and NAA in a professional manner. Artist agrees to comply with all NAA's **Show Policies, Rules and Regulations.**

5. Applicable Taxes:

Each exhibitor is responsible for collecting and remitting 7% sales tax to the Florida Department of Revenue. For information:

http://floridarevenue.com/Forms_library/current/dr15.pdf

6. Use of Images:

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

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

7. Canopies and Display Requirements.

Artist agrees to adhere to the "Exhibition Canopy and Display Requirements" found

under Artist Information Guide. 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 Art Show. Artist further understands and agrees that Artist displays and stores artwork at the Art Show site at Artist's own risk, and Artist is solely responsible and liable for the protection of the same.

Stockpiling, storage of equipment, artwork, materials and supplies adjacent to or on sidewalk's near the Artist's exhibition booth is prohibited in spaces where those items are on view to the public.

8. Parking

Artist agrees to adhere to the "Parking Requirements" found under Artist Information Guide. The parking requirements are compulsory as designated by the City per our permit. Artist understands that noncompliance with these requirements (i) could result in immediate removal from the Art Show or (ii) denied participation in future Art Shows.

9. Liability and Release.

Artist has read and agrees to all terms and conditions of participation in the Art Show and this Artist Participation and Payment Agreement ("Agreement"). Artist hereby releases, indemnifies and holds harmless NAA, the City of Naples, 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 Art Show 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 NAA and City of Naples 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. 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 Art Show regulations will result in removal from the Art Show. Artist is aware that all decisions of NAA 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 NAA 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.