



Artist Agreement 11th Annual Vancouver Wine & Jazz Festival NEW ARTIST APPLICATION



Please Print or Type:

Artist Name/Studio/Gallery: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Phone: (_____) _____ FAX: (_____) _____ Email or Website: _____
 Art Form or Vendor Type (painting, sculpture, pottery, etc.): _____

I am a (check one): **New Artist (please submit art samples)** **Returning Artist**
I request (check one): **Single Booth 10-ft X 10-ft: \$350** (\$450 after deadline) **Double Booth 10-ft X 20-ft: \$500** (\$600 after deadline)

Agreement: This Agreement is between the Vancouver Wine & Jazz Festival™ (herein called “Festival”) and the Artist listed on this Artist Application & Agreement (herein called “Artist”). The City of Vancouver is herein called “City”. The Festival and Artist are mutually entering into a short term Agreement to: display, promote and sell art created by Artist at the 2008 Vancouver Wine & Jazz Festival. Dates for the 2008 Festival are Friday, Saturday and Sunday, August 22, 23 & 24, 2008. Hours are scheduled for 4:00 PM to 10:00 PM Friday; 11:00 AM to 10:00 PM Saturday; and 11:00 AM to 9:00 PM Sunday. Hours are subject to change, and do not affect this Agreement.

Application Deadline: Deadline for New Artists is **JULY 15, 2008**. After this deadline, booth fees increase and any available spaces will be filled on a “first-come” basis.

Artist Fees: Artist agrees to pay Booth Fee. The Festival does not charge a commission on art sales: 100% of sales go to Artist. There is no application fee. Booth Fee is refunded if Artist is not accepted. If Artist is accepted and cancels for any reason, all fees are nonrefundable. Artist receives a maximum of 2 Vendor passes for the weekend (1 for Artist, 1 for an assistant, if needed.) **Please include booth fee with Agreement.**

Jurying of Art & Notification: This is a juried, space available event for professional Artists. First-time Artists **MUST** submit photos, slides, brochures, CD-Rom or other samples demonstrating the professional quality of their work. Artists are accepted into the Festival upon approval and if payment is received by deadline. Artists are notified of acceptance by July 30. Late applicants accepted as space is available. **NO IMPORTS!**

Booth & Electrical: This is an outdoor event. The Festival provides an assigned space. Artist should provide a canopy or pop-up tent for their space. Artist may use pedestals, panels, easels, carpet, etc. to display art. Festival provides electricity as follows: Each booth (single or double) is provided one electrical outlet with 600 watts/120 volts of electrical power. Artist provides their own lights, lighting or other electrical devices as desired, limited to 600 watts. Artist agrees to maintain their booth during Festival hours. Set up is Friday, August 22nd between 7:00 AM and 12:00 PM. Break down is Sunday, August 24th after the official close of Festival. **NO ARTIST MAY BREAK DOWN PRIOR TO OFFICIAL CLOSING.**

Sales & Security: Artist sales, and/or local or state sales taxes are the sole responsibility of the Artist. Artist and/or Artist assistant will be issued an Artist Badge for identification and security purposes. Badge must be worn at all times. Artist or an Artist assistant must remain at the booth during the Festival. The Festival is fenced, and security will be provided beginning Friday, August 22 at 2:00 PM through the official close of Festival, August 24, 2008. However, any damage or theft of art, materials or products of Artist or assignee; or theft or damage of any personal belongings of Artist or Artist assignee during the hours of the Festival, overnight, at setup or breakdown is the sole responsibility of the Artist and is not the responsibility of the Festival, Bravo! Vancouver, its Board, managers, volunteers, staff, or assigns, nor the City of Vancouver. For liability purposes, Artist is responsible for setup and breakdown. All professional Artists and Vendors shall act in a professional manner and according to community standards and norms. For security purposes, management reserves the right to remove any individual for any reason from the Festival.

Liability and Hold Harmless: All work is done at Artist’s risk. Artist shall take all necessary precautions and shall be responsible for the safety of Artist, Artist employees, agents, assigns, and subcontractors in the performance of the work hereunder. Any intentional breach of this Agreement, any personal injury or damage to City property or personal property, or any damage or injury to Bravo! Vancouver or the Festival due to unintentional, negligent or intentional acts on the part of Artist or his assign and sustained by any organization or individual including but not limited to Bravo! Vancouver and its Board, the Festival, the City of Vancouver, the Artist, Artist employees, his agents and assigns, Festival patrons, volunteers, staff, subcontractors, or any other individual shall be the sole responsibility and liability of Artist. Any damages to City property attributed to Artist and assessed by the Festival or the City shall be paid directly by the Artist to the City. Artist shall maintain general liability insurance, and is responsible for insuring art, employees, agents, assigns, and subcontractors in the performance of the work hereunder, and must include “Bravo! Vancouver/Vancouver Wine & Jazz Festival” as Additional Insured on their liability policy. Any Artist not holding valid liability insurance performs all work at their sole risk and assumes all liability. The Artist shall defend, save & hold harmless Bravo! Vancouver, the Festival and the City of Vancouver, & their respective officers, agents, employees, staff, volunteers, sponsors and assigns from any claims, damages, losses, liability or expenses (including all attorney fees) which may arise from the negligent performance, unintentional or intentional breach by the Artist of this Agreement. The laws of the State of Washington shall govern the rights and liabilities of the parties. Any lawsuit must be brought in Clark County District or Superior Court in Vancouver, Washington, and the prevailing party shall be entitled to an award of reasonable attorney fees against the other party. The Festival reserves the right to void this Agreement at any time and for any reason. In consideration of the mutual covenants contained herein, the representatives sign below:

Dr. Michael Kissinger, Festival _____ Date _____

Artist _____ Date _____

Return Application & Booth Fee to:
 Linda Marsh, Artist Manager
 Vancouver Wine & Jazz Festival
 PO Box 118 Vancouver, WA 98666-0118



Make Check Payable to:
Vancouver Wine & Jazz Festival

FESTIVAL USE ONLY: 2008 Accepted: Yes____ No____ Alternate____ Artist Booth Space #: _____ Follow Up Materials Sent: _____
