

# Pacific Fine Arts Festivals Policies Information

Application and participation constitutes agreement and acceptance of these policies as well as specific instructions governing each show.

**BEHAVIOR:** Arrive on time, promptly remove vehicle to the designated parking areas as stated in your Artist Letter; stay daily for the duration, never return vehicles for loading before the stated time and complete all show days scheduled. Intoxication is intolerable, no liquor or drugs should be in evidence at any time. Absolutely no pets, loud radios, infants or small children, alcohol, drugs or smoking allowed in booth during show hours. The Art Show is a place for business.

**APPEARANCE:** Clothing should be neat, clean and discreet—look successful. Your display area should be free of storage boxes, sloppy tablecloths or clutter. You are a professional—look and act like it at all times.

**ATTITUDE:** Our goal is to run a show that is fun as well as profitable for us all. As important as the search for art talent is, we do not lose sight of the need for artists who are cooperative and easy to work with. No amount of talent or ability to sell will compensate for this.

**PROMOTER COMMISSIONS:** Excluding California Strawberry Festival and Half Moon Bay Art & Pumpkin Festival a 10% commission is paid on all work sold as a direct result of this opportunity for

public exposure including sales and commissions finalized subsequent to the show. Plan your prices to include a consideration for the promoter's commission. You will recognize this as basically an honor system. Respect and trust are mutual and should not be abused.

**WEATHER:** Be at the Festival no matter what the weatherman predicts. In case of rain, follow directions given by promoter on the spot. We expect to be working with professionals. Come to the event prepared with heavy, see-through plastic and clamps to cover your work in case of rain, and heavy weights in case of wind.

**SPACE CANCELLATION:** See separate California Strawberry Festival, Mountain View A la Carte & Art, Los Altos Arts & Wine Festival, Menlo Summerfest, San Carlos Art and Wine Faire and Half Moon Bay Art & Pumpkin Festival applications for cancellation policies specific to those events. For all other Pacific Fine Arts Festivals events: If you notify us of your cancellation up to exactly four weeks prior to the start date of the show we will send you a PFAF Credit for that event minus a \$50.00 handling fee per cancelled space. The PFAF Credit may be used towards any future Pacific Fine Arts Festival entry fee.

If the cancellation comes after that date, your show fee is forfeited. For "No Show" negligence, your show fee is forfeited and you may be removed from our mailing list.

**THEFT OF WORK:** Although this rarely happens, theft does sometimes occur at the events. Pacific Fine Arts Festivals and the Sponsor of the Event (referred to below as "Client") cannot be held liable by exhibitors for theft that may occur during the event.

**DISPLAY AND PRODUCTS FOR SALE:** Pacific Fine Arts Festivals and/or designated agents reserve the right to restrict products offered for sale based on quality and integrity as decided by Pacific Fine Arts Festivals.

**CANCELLATION OF FESTIVAL:** If weather, major disaster, or other circumstances beyond the control of the Sponsor of the Event (as referred to below as "Client") or Pacific Fine Arts Festivals cause the cancellation of the Festival, participation fees will not be returned. The Sponsor of the Event and Pacific Fine Arts Festivals can not be held liable by exhibitors for the failure of the event to take place.

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## Release & Hold Harmless Agreement

This agreement is entered into by and between Pacific Fine Arts Festivals (Producer), the Sponsor of the Event (Client) and the Artist or Craftsperson filling out, signing, and returning the application (Artist).

The Artist hereby indemnifies and holds the Producer, its agents, employees and servants and the Client, its agents, employees and servants harmless from any and all claims, including costs and attorney's fees resulting therefrom, arising out of said Artist's participation in any and all events which have been organized by or through Producer or Client. For the purposes of this agreement, the term "participation" shall include, but not be limited to, the delivery and safety/security of equipment, merchandise, structures and arts or crafts to their designated location, the set up and display of any such structure and art or crafts, and the dismantling and removal of all such items from the area provided by or through the Producer or its agents, employees and servants or the Client or its agents, employees and servants.

The Artist hereby expressly assumes any risk of harm or theft to the Artist, works of art, guests or guests' property arising out of their participation and the participation of other artists or agents in any given festival organized by Producer or Client, including any risk resulting from the particular location of the space designated for them by the Producer. The Artist agrees to hold harmless the Client from any and all liability for damages to persons and damages or theft of property from any source. If weather, other acts of Nature, or other reasons beyond the control of Pacific Fine Arts Festivals causes the event's cancellation, Artist entry fees will not be returned and Pacific Fine Arts Festivals will not be held liable to Artists for failure of the event to take place.

This agreement shall be effective immediately upon execution and shall continue in effect for each and every festival that the Artist participates in that is organized by Producer during the current year.

- **THE WORK DESCRIBED IN THIS APPLICATION FOR SELLING AT THE EVENT IS HANDCRAFTED IN THE UNITED STATES BY ME.**
- **I AGREE TO ABIDE BY THE POLICIES SET FORTH BY PACIFIC FINE ARTS FESTIVALS AND THE RULES GOVERNING EACH EVENT.**
- **I AGREE TO ALLOW THE IMAGES ENCLOSED WITH MY APPLICATION TO BE USED FOR PACIFIC FINE ARTS FESTIVALS' PUBLICITY AND ADVERTISING.**

Signed: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_