



# Pacific Fine Arts Festivals' Policies—Palo Alto Festival of the Arts Application 2024

Application and participation constitute agreement to/acceptance of these policies and instructions governing each Pacific Fine Arts Festivals' event.

## REQUIREMENTS

**ELIGIBILITY** *Important: Applicants considered will be those showcasing their individual perspective in unique, unusual and/or unexpected ways, and with good creative design in their art or craft. Artwork or crafts solely assembled with purchased components are not a good fit for our event.* Application is open to creators of quality handcrafted works made in the USA by the artisan selling their works. Do not apply if your products are buy and sell, imported or from kits, hand-embellished mass-produced items, work not created and produced by the applicant(s), packaged specialty foods, books, CDs, body oils, body art, living plants. No booth sharing will be considered outside of a married/significant-other partnership, otherwise only one artist or a collaborative partnership will be assigned to one space. It is possible, though, for two artists (each must apply separately) to request side-by-side spaces.

**MEDIA FOR CONSIDERATION** Ceramics, Fiber: wearable, decorative & functional, Glass, Graphics: digital & hand-drawn, Jewelry, Leather, Metalwork, Mixed Media, Painting, Photography, Printmaking, Sculpture, Wood

**REFERRAL PROGRAM** We're always interested in bringing new, quality products to our events. Share our information with your quality artisan friends and you both will receive a \$50.00 credit upon participation in the same year! Download the Referral Certificate from our website, [pacificfinearts.com](http://pacificfinearts.com), or contact us to request one, [pfa@pacificfinearts.com](mailto:pfa@pacificfinearts.com) or 209-267-4394. Submit the certificate with your individual applications and after you both participate in any event in the same year, we will send each a \$50.00 credit slip good towards any future space fee. Word-of-mouth referrals are golden, and we appreciate your sharing your enthusiasm for our events!

**COMMISSION EVENTS** A 10% commission on gross, pre-tax sales is paid on all work sold as a direct result of this opportunity for public exposure including sales finalized after the event. Commissions are due postmarked to the office (PO Box 280, Pine Grove, CA 95665) by the Wednesday immediately following the event and any subsequent sales commissions, as soon as possible. For commissions we also accept PayPal, Venmo and Zelle. Instructions included in event instruction letter.

**INSURANCE** Insurance is not required to participate in our events, but we strongly suggest obtaining business or event insurance to protect your business and work. There are low-cost event or yearly policies available through [actinsurance.com](http://actinsurance.com). Visit <https://pacificfinearts.com/insurance/> for a few resource options.

**APPLICATION PHOTOS/EVENT VIDEO & PHOTOGRAPHY** Event applicants/participants agree to allow the images included with their application or video/photographs taken at event/s to be used for publicity and advertising.

**ARTIST SPACE CANCELLATIONS** Space fee refunds are given through April 14. From April 15 through July 14 a PFAF credit slip minus a \$50.00 fee per each individual cancelled space is given. The PFAF credit may be used towards any future space fee. Space fee forfeited if the cancellation comes on July 15 or later. For "No Show" negligence, space fees are forfeited, and subject to removal from future events and our mailing list.

**CANCELLATION OF FAIR OR FESTIVAL** If weather, major disaster, pandemic, or other circumstances beyond the control of the Host of the Event, the City in which the event is held or Pacific Fine Arts Festivals cause the cancellation of the fair or festival, participation fees will not be returned. The Host of the Event, the City or Pacific Fine Arts Festivals cannot be held liable by exhibitors for the failure of the event to take place.

## EXPECTATIONS

**WEATHER** Be at the fair or festival no matter what weather is predicted. In case of rain, follow directions given by on-site PFAF staff. Arrive at the event prepared with heavy, see-through plastic and clamps to cover your work in case of rain, and at set-up always install at least 40 pounds of weight on each tent leg and display piece or, in the case of sidewalk events, throughout your display in case of wind (heavily weight all umbrellas, too).

**PRODUCTS FOR SALE** Pacific Fine Arts Festivals and/or designated agents reserve the right to restrict/remove products offered for sale based on quality and integrity as decided by Pacific Fine Arts Festivals. Products not included in application are not appropriate to include for sale and will be required to be removed from booth without prior-to-event approval by Pacific Fine Arts Festivals.

**THEFT** Although rare, theft does sometimes occur. Pacific Fine Arts Festivals, the Host of the Event, or the City in which the event is held cannot be held liable by exhibitors for any theft that may occur at the event.

**EVENT MARKETING** Your marketing for each event is an essential part of our teamwork in promoting the events. We offer free color postcards for you to distribute (on your application request the amount you'd like for each event) in addition to providing downloadable event graphics for your social media or email blasts to directly target YOUR customers. Additionally, for each event we create posts on Facebook and Instagram that are easily customizable and shareable. Take advantage of these or if you create your own content promoting an event, tag us too, #PacificFineArts and @PacificFineArts. LIKE and FOLLOW us to get the latest news!

**CONDUCT/DISPLAY APPEARANCE** Arrive on time, promptly remove vehicle to the designated parking areas as stated in event's Instruction Letter, booth open and ready each morning by stated time, never break down or retrieve vehicles for loading before the stated time and complete all show days scheduled. No non-service pets allowed. No children under 7, music that interferes with neighbors, open flames or generators, alcohol, drugs, or smoking allowed in or around booth. Clothing should be tasteful. Your display area should be neat, free of storage boxes or clutter, with tablecloths floor length on all sides. No displaying of "SALE" or "DISCOUNTED" type signage. Offensive/abusive behavior is not tolerated. An ignored request by staff to refrain may result in expulsion from the event. This is a professional environment—please strive to always reflect that in booth appearance and personal behavior.

**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 for us and other participants to work with. No amount of talent or ability to sell will compensate for this. Aggressive behavior won't be tolerated: harassing/abusive/threatening language, physical assault, failure to respond to staff instructions will be addressed and may result in participant's immediate removal from the event.

## RELEASE & HOLD HARMLESS AGREEMENT

This agreement is entered into by and between Pacific Fine Arts Festivals (Producer), the Host of the Event (Client), the City in which the event is held (City) and the exhibitor, artist or craftsperson filling out, signing, and returning the application (Artist).

The Artist hereby indemnifies and holds the Producer, its agents, employees, sub-contractors and volunteers, the Client, its agents, employees, sub-contractors and volunteers, the City, its agents, employees, sub-contractors and volunteers harmless from any and all claims, including costs and attorney's fees resulting there from, arising out of said Artist's participation in any and all events which have been organized by or through Producer, Client, or City. 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, sub-contractors and volunteers, the Client or its agents, employees, sub-contractors and volunteers or the City or its agents, employees, sub-contractors and volunteers.

The Artist hereby expressly assumes any risk of harm or theft to the Artist, works of art or craft, guests or guests' property arising out of their participation and the participation of other artists or agents in any given fair or festival organized by Producer, Client, or City including any risk resulting from the location of the space designated for them by the Producer. The Artist agrees to hold harmless the Producer, Client, City from any and all liability for damages to persons and damages or theft of property from any source. If weather, other acts of Nature, pandemic, or other reasons beyond the control of the City, Client or Pacific Fine Arts Festivals causes the event's cancellation, Artist application and/or space fees will not be returned and neither the City, Client nor Pacific Fine Arts Festivals will 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 every fair or 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 USA BY PERSON/S LISTED UNDER ARTIST NAME ON APPLICATION PAGE, WHO WILL BE SELLING THE WORK AT EACH EVENT, AND WHOSE NAME IS REFLECTED ON SIGNATURE LINE BELOW.**

**I AGREE TO ABIDE BY THE POLICIES, RELEASE & HOLD HARMLESS AND THE RULES GOVERNING THE EVENT OUTLINED IN THE EVENT'S INSTRUCTION LETTER SET FORTH BY PACIFIC FINE ARTS FESTIVALS.**