

# COLORSCAPE CHENANGO ARTS FESTIVAL, INC. 2020 EXHIBITOR CONTRACT

This Agreement is entered into between \_\_\_\_\_ (Exhibitor, please print name) and Colorscape Chenango Arts Festival, Inc. (CCAFI) relating to the Colorscape Chenango Arts Festival (Festival).

1. Festival: Exhibitor acknowledges that CCAFI will hold its annual Festival beginning September 12th, 2020 and ending September 13th, 2020, in the City of Norwich, County of Chenango, State of New York, and that Exhibitor has received CCAFI's prospectus describing the Festival. Exhibitor acknowledges that the Festival is an outdoor event located in the downtown area of Norwich, New York. Exhibitor further acknowledges that the Festival is attended by a diverse crowd, and that CCAFI has no control of public access to or from the Festival grounds.
2. Space: The space rented to you upon return of this signed Agreement is 12' x 12', as space permits. The location of your rented space will be assigned by CCAFI. Additional width (4 feet) or a corner space may be assigned in exchange for demonstrating at the Festival. All display equipment and materials are to be provided by the Exhibitor and must be contained within the assigned space, including corner locations.
3. Exhibits: Exhibitor agrees to exhibit work only in the space assigned by CCAFI. Exhibitor agrees to be present in person during the entire length of the Festival on September 12th & 13th, 2020.

Exhibitor agrees that all work exhibited will be the original work of Exhibitor produced by hand by Exhibitor within the past three (3) years. Commercially or mass-produced items or items made from kits, commercial moulds, logos or patterns are not permitted. Images presented for jury review should be representative of the type and quality of work to be sold at the Festival. CCAFI reserves the right to stop the sale or display by Exhibitor of work which CCAFI believes is not similar to work shown on the images presented for jury review, or which is significantly inferior in quality to work shown in the jurying process.

CCAFI further reserves the right to remove, restrict or prohibit the operation of any exhibit which, in CCAFI's opinion, may become objectionable to other exhibitors or to the public, or is not suitable to or in keeping with the character of the Festival. By signing this agreement, you specifically waive any rights you may otherwise have to challenge CCAFI's right to remove, restrict, or prohibit objectionable material from being exhibited during the Festival.

Exhibitors may not advertise discounted, reduced or "sale" prices.

Exhibitors are required to display an Artist Information Statement in a prominent place near the front of their booth where it can be easily seen by the public.

4. Reproductions: To foster an appreciation of the arts in all people, including those who cannot afford original work, CCAFI believes it is important to offer the opportunity to purchase reproductions of the Exhibitor's original works. All reproductions must be clearly and individually labeled as such, including any framed reproductions. Reproductions must be in limited and signed editions. No hand-colored reproductions will be considered as original works. Reproductions are an ancillary part of the display and should not exceed 40% of all work displayed. Violators of the spirit, as well as the letter, of this policy will be asked to remove their reproductions. In any dispute, the decision of the Executive Director of CCAFI will prevail.
5. Charges for Space: In consideration for the rental of the space, Exhibitor shall pay to CCAFI a fee in the amount of \$215 for a 12' x 12' space (space permitting), or \$430 for a double space. Said charges shall accompany the delivery to CCAFI of an executed copy of this Agreement and shall be postmarked by April 30, 2020 and mailed to:

COLORSCAPE CHENANGO ARTS FESTIVAL, INC., P.O. BOX 624, NORWICH, NY 13815

Exhibitors who do not return their contract and fees by April 30, 2020 risk loss of their assigned space.

6. Refund of Charges: There will be no refund in fees for withdrawals after August 1, 2020. Up to that date space rental fees, less a \$20 processing fee, will be refunded. Any and all withdrawals must be in writing and will be effective upon receipt by CCAFI at the address above. Exhibitors who fail to show up or who fail to remain for the entire Festival may not be permitted to participate in future Festivals.

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7. Failure to Hold Festival or Provide Space: In event of a full cancellation of the Festival or or if CCAFI fails to furnish a space to Exhibitor, CCAFI shall refund to Exhibitor the entire entry fee paid by Exhibitor, and such refund shall be accepted by Exhibitor in full settlement of all loss or damage suffered by Exhibitor. In the event of a full or partial cancellation of the Festival, CCAFI will not be held responsible for any costs incurred or losses suffered by Exhibitor, including but not limited to loss of potential earnings.
8. Installation and Dismantling of Exhibits: All exhibits must be fully installed by 9:30 A.M. on September 12th, 2020. After that time, no installation of exhibits will be permitted without special permission of CCAFI. Exhibitor agrees: 1) to exhibit work only in the space assigned by CCAFI; 2) not to park on sidewalks or bring vehicles onto the site; 3) to comply with City of Norwich fire regulations, including having a fire extinguisher in your space; 4) that electrical wiring will conform with the National Electrical Code Safety Rules; and 5) that exhibits will not obstruct the view or interfere with neighboring exhibits. CCAFI reserves the right to restrict or prohibit noisy or odor-producing exhibits, or exhibits deemed by CCAFI to be in poor taste.

Dismantling of exhibits may not commence before 5:00 P.M. on September 13th, 2020, and no vehicles are to be brought into the event area before that time. Any Exhibitor dismantling his or her booth prior to the above time will risk not being invited to future Festivals and/or having their applications for inclusion in future Festivals rejected. All exhibits must be completely dismantled by 9:00 P.M. on September 13th, 2020, unless CCAFI grants permission for longer storage. All installation and dismantling will be performed by and at the expense of Exhibitor.

9. Assignment and Use by Others: Exhibitor shall not assign this Agreement or permit any other person to use Exhibitor's space unless that person's name appears on this Agreement and is approved by CCAFI in advance. Exhibitor agrees not to sublet Exhibitor's space in whole or in part, with or without a fee, and CCAFI will not honor any attempted subletting in violation of this Agreement.
10. Security: CCAFI will provide 24-hour security on the site for the period beginning at 9:00 P.M. on Friday, September 11th, 2020 and ending at 7:00 P.M. on Sunday, September 13th, 2020. Exhibitor acknowledges that the security force may be insufficient to provide constant security and monitoring of all personal property on the site, and that Exhibitor must make provision for the safeguarding of his/her exhibits and other personal property from the time they are placed in his/her assigned space until they are removed from the site by Exhibitor. Exhibitor agrees to take full responsibility for the protection of Exhibitor's exhibits or other property in the event of adverse weather conditions.
11. Sales: No commission on sales is retained by CCAFI. Exhibitors are required by law to collect all NYS and local sales taxes, and to display a current NYS Sales Tax Certificate prominently in his/her exhibit space. CCAFI requires that Exhibitors provide proof of a current NYS Sales Tax Certificate prior to installation of their exhibit.
12. Liability of Exhibitor:
  - a. Exhibitor shall not bring or allow any article to be brought into or any act done on the site that will injure or deface any part of the site, nor permit anything to be done by his/her employees, agents or representatives by which the site may in any manner be injured, marred or defaced.
  - b. Exhibitor assumes all responsibility for any and all loss, damage, injury or claim by or to CCAFI, to third parties, and/or to other Exhibitors arising in any way from the use of the site by Exhibitor, or arising in any way from the act or omission of Exhibitor, his/her employees, agents, or representatives or his/her exhibit, for the period during which Exhibitor occupies the Site, and shall indemnify and hold harmless CCAFI, its employees, board, volunteers, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto.

13. Liability of CCAFI: CCAFI, its employees, agents and representatives shall not be responsible for any loss, damage, claim, or other injury to Exhibitor, his/her employees, agents or representatives, or to any exhibit material or work, goods or property of the same, whether caused by fire, theft, acts of nature, accident, or any cause whatsoever, for the period during which Exhibitor occupies the site. Exhibitor assumes all responsibility for any loss, damage, claim or other injury to Exhibitor, his/her employees, agents or representatives, and to any material or work, goods or other property of the same, whether caused by fire, theft, acts of nature, accident, or any other cause whatsoever, for the period during which Exhibitor occupies the site, and shall indemnify and hold harmless CCAFI, its employees, agents and representatives from and against any and all such loss, damage, claim, injury as well as all other expenses relating thereto.
14. Default: The violation of any part of this Agreement or of the CCAFI prospectus shall, at the election of CCAFI, result in the revocation and forfeiture of all rights and privileges granted by CCAFI to Exhibitor, and in the event of such breach by Exhibitor and election by CCAFI, all sums paid or contracted to be paid by Exhibitor to CCAFI shall be forfeited to CCAFI. The Board of Directors of CCAFI shall vote to determine whether to treat said forfeited sums as liquidated damages.
15. General: Exhibitor has read, understands and accepts the terms of this Agreement and those stated in the CCAFI prospectus.

Exhibitor verifies that all information given to CCAFI and the Festival is accurate and acknowledges that failure to provide accurate information will permit the cancellation of this Agreement by CCAFI at its option. If any of the terms, conditions or provisions of this Agreement are deemed unenforceable, the enforceability or the remaining terms, conditions or provisions shall not be affected. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be effective when executed by both parties hereto.

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DATE

EXHIBITOR

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DATE

COLORSCAPE CHENANGO ARTS FESTIVAL, INC.,  
Peggy Finnegan, Visual Arts Coordinator