

TEMPE FESTIVAL OF THE ARTS ARTIST RULES/AGREEMENTS

We have great respect for our participating artists, and therefore we ask that these rules are honored so that quality original artwork is the essence of this event. Any failure to comply with the following Festival Rules will result in immediate removal from the Festival and the Artist will be ineligible to participate in future Tempe Festival of the Arts events. The following rules and policies are provided to ensure fairness to all participating artists and to the buying public.

Permitted Age of Artists - All participants must be 18 years or older.

Artist Must Be Present - The artist/artists who sign the contract MUST be present at the show for the entire three day event. Representatives may not attend in place of the artist. This is intended to give our audience an opportunity to engage with the artists themselves, which creates a greater connection to the works.

Rain or Shine Event - Agree to be present despite weather conditions. Though rain is not common in the Desert Southwest, each participant is responsible for preparing their displays to withstand weather fluctuations including rain and wind.

Collaborators - By signing this application, the exhibitor assures that he or she has direct hands on involvement in the creation and execution of each piece of work to be exhibited.

Collaborating artists, if accepted, may show only their collaborative works and their names must be listed as collaborators on the show application. Collaborations are intended to be true artistic collaborations rather than business partners. The creative contribution of each artist in the collaboration must be identified on the application.

No Distributors Allowed - Artists involved in distributing volume production for others are not permitted to exhibit. If the artist himself/herself is a distributor or wholesaler, then only work personally created and made by the exhibiting artist is allowed to be presented in the festival.

Original Work - All work - in every category - must be the original work produced by the exhibiting artist. No "buy/sell," mass-produced component assembly, or other art that is not personally created and produced by the applying artist is permitted. Work which has been produced with commercially-acquired kits, molds, patterns, plans, prefabricated forms or other commercial methods is not permitted. The Tempe Festival of the Arts has the right to investigate the origins of all artwork presented. If any artwork is found to be not original of the applicant's creation, the Tempe Festival of the Arts has the right to refuse participation without refund.

Jewelry - Jewelry can **only** be present in the booths of those artists in the jewelry category. Please do not sell jewelry or pins if you have not been juried and accepted as a jewelry artist. Chains and chokers not made by the artist may be sold by jewelry artists as part of a unit, but they may not be sold by themselves if they are not original works of the artist. If you apply in another category but the work is jewelry, we will move you into the Jewelry category.

Reproductions - Reproductions of 2D works are to be in limited editions and numbered. Original works should occupy a minimum of 60% of any artist booth, leaving 40% for reproductions. 2D reproductions must be matted.

Taxes - It is the responsibility of the artist to secure a TPT tax license in Arizona, to collect tax during the event, and to remit taxes.

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Only Approved Inventory May Be Included - Work displayed on site must be consistent with the work shown in the digital images submitted. No work outside of your juried category will be allowed. A complete list of your proposed inventory of for-sale items must accompany your application and only those items approved may be included in your on-site booths and sales. All displayed work must have been accepted by the jury process.

No Promotional Additions Are Permitted - Exhibitors are prohibited from selling non-original promotion items (i.e., posters, postcards, calendars, tee shirts, videos, DVDs, etc.) at the Festival. All items exhibited must be submitted for jury approval in their appropriate categories listed on the artists' application inventory.

Disclosure of Licensed Image Sales - If artist has sold or licensed images of his/her original work to commercial concerns and those images which will be displayed at the Festival, the artist must disclose that licensing through on-site public disclaimer signage stating that some of the images being presented have been licensed for reproduction and may be found at commercial sale as reproductions being sold at discounted prices.

On-Site Set-Up/Strike Requirements - All applicants are required to check in prior to setting up. Photo identification is required. Booths must be set-up by 9 a.m., open by 10 a.m. and remain open until the official close all three days. Applicants must claim their assigned booth space no later than 8 a.m. Friday or it may be forfeited. Applicants are responsible for removing debris and ensuring the general cleanliness of the area surrounding their booths throughout the Festival and following its conclusion. No on-site storage is available unless it is arranged during the booth application process.

On-Site Safety & Security - Applicants shall display all work at their own risk. The Tempe Festival of the Arts and Downtown Tempe Foundation, Inc. are not responsible for damage, theft or loss of artwork or display furnishings. All participants are responsible for their own replacement, comprehensive and liability insurance. Applicants must obey all pertinent safety codes and laws, including, but not limited to fire, safety and parking regulations.

Tents - Canopy tents must be fire retardant and must be tied down with a minimum of 40 pounds of weight on each leg at all times.

Liability Disclaimer - Applicants must comply with all Festival, municipal and state rules, regulations and policies listed in this application, or policies included in the applicant acceptance notification. Any noncompliance will cause elimination and applicant may be immediately removed from the Festival with no refund of fees or compensation for expenditures. Applicants also may be barred from acceptance to future Tempe Festival of the Arts and Downtown Tempe Foundation, Inc. events. Tempe Festival of the Arts and Downtown Tempe Foundation, Inc., in their sole discretion, may reserve the right to refuse participation by any applicant, entertainer, food vendor or any other such participant for any reason. Downtown Tempe Foundation, Inc., and the Tempe Festival of the Arts are not liable for refunds or any other liabilities whatsoever for applicant's failure to obey the rules and regulations or due to the unstable condition of the area in which the Festival is produced, caused by, but not limited to, weather, fire or other calamity, any act of nature, public enemy, strikes, statutes, ordinances of any legal authority or any other cause beyond DTF, Inc.'s control. By engaging in participation, all applicants release and hold harmless Downtown Tempe Foundation, Inc., the Tempe Festival of the Arts, the City of Tempe, Maricopa County, the State of Arizona, and all event sponsors from any and all liability, as outlined in the rules and regulations.