

# ARTS ON GENESEE JURIED ARTS AND CRAFTS SHOW 2017 EXHIBITOR CONTRACT

This agreement is entered into between \_\_\_\_\_ (exhibitor please print name) and ARTS ON GENESEE. (AOG)

1. Show: Exhibitor acknowledges that AOG will hold its show beginning June 17, 2016 and ending June 18, 2017 on the grounds of May Memorial Unitarian Universalist Society, 3800 East Genesee St. Syracuse. Exhibitor acknowledges that it is an outdoor event.

2. Space: The space allotted to you upon return of this agreement is 10' x 10' as space permits. The exact location of your booth will be assigned by AOG. Corner spaces will be assigned to exhibitors who have requested and paid the additional fee for those spaces.

3. Exhibits: Exhibitor agrees to exhibit work only in the space assigned by AOG. **Exhibitor agrees to be present in person during the entire length of the show on June 17 and 18, 2017.** Exhibitor agrees that all work exhibited will be the original work of the exhibitor. Commercially or mass-produced items or items made from kits, commercial molds, or patterns are not permitted. The images presented at the jury review should be representative of the type and quality of work to be sold at the show. AOG reserves the right to stop the sale or display by exhibitor of work which AOG believes is not similar to work shown in the images presented during the jury review, or which is significantly inferior in quality to work shown in the jurying process.

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

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

4. Reproductions: To foster an appreciation of the arts in all people, including those who cannot afford original artwork, AOG believes it is important to offer the opportunity to purchase reproductions of the exhibitors original work. All reproductions must be clearly labeled as such, including any framed reproductions. Reproductions must be in limited and signed editions. No hand-colored reproductions will be considered original works. Reproductions are an ancillary part of the display and should not exceed 40% of all work displayed.

5. Charges for Space: Exhibitor shall pay AOG a fee in the amount of \$150 for a standard 10' x 10" space or \$175 for a corner space. (space permitting) Said charges should accompany the delivery of the contract (unless the booth fee has already been paid) and shall be postmarked by January 15, 2017 and mailed to ARTS ON GENESEE, 3800 East Genesee St., Syracuse, NY 13214. Exhibitors who do not return their contract and fees by January 15, 2017 risk loss of assigned space.

6. Refund of Charges: AOG will refund 75% of the booth fee until May 17, 2017; after that no refund. Any and all withdrawals must be in writing and will be effective upon receipt by AOG at address above.

Exhibitors who fail to show up or who fail to remain for the entire show may not be permitted to return to AOG in the future.

7. Failure to Hold Show or Provide Space: In the event of a full cancellation or if AOG fails to furnish a space to exhibitor, AOG shall refund to exhibitor the booth fee 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 cancellation or partial cancellation of the show AOG 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/booths must be fully installed by 9:00 am on June 17, 2017. (Please remember that you have the option to set your booth up on June 16, from 4:00 pm – 8:00 pm.) After that time, (9:00 am Saturday) no installation of exhibits/booths will be permitted without special permission by AOG. Exhibitor agrees to exhibit work only in the space assigned by AOG. Exhibitor agrees not to park on sidewalks or bring vehicles onto the site. Exhibitor agrees that exhibit will not interfere or obstruct the view of neighboring exhibits. AOG reserves the right to restrict or prohibit noisy or odor producing exhibits, or exhibits deemed in poor taste.

Dismantling of the exhibit/booth may not commence before 5:00 pm on June 18, 2017 and no vehicles are to be brought into the event before that time. Any exhibitor dismantling their booth prior to the above time will risk not being invited to future AOG shows and/or having their applications for inclusion in future AOG shows rejected. All exhibits must be completely dismantled and removed by 8:00 pm on June 18, 2016. All installation and dismantling of exhibit/booth will be performed by and at the expense of the 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 AOG in advance. Exhibitor agrees not to sublet their space in whole or part, with or without a fee, and AOG will not honor any attempted subletting in violation of this Agreement.

10. Security: AOG will provide security during the hours that the show is not open on Friday June 16 beginning at 8:00 pm and ending on Sunday June 18 at 8:00 am. Exhibitor acknowledges that the security force may be insufficient to provide constant monitoring of all personal property on the site, and that the Exhibitor must make provision for the safeguarding of their exhibits and other personal property from the time they are placed in their 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 AOG. Exhibitors are required to collect NYS and local sales taxes, and to display 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 their employees, agents or representatives by which the site may in any way be injured, marred or defaced.

b. Exhibitor assumes all responsibility for any and all loss damage, injury or claim by or to AOG, 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 of omission of Exhibitor, their employees, agents or representatives or their exhibit for the period during which the Exhibitor occupies the Site, and shall indemnify and hold

harmless AOG, its board, volunteers and agents or representatives from any and all such loss, damage, claim, injury or other expense relating thereto.

13. Liability of AOG: AOG its employees, agents and representatives shall not be responsible for any loss, damage, claim or other injury to Exhibitor, their 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, their 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 causes whatsoever, for the period during which the Exhibitor occupies the site, and shall indemnify and hold harmless AOG, its employees, agents and representatives from and against any 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 AOG prospectus shall, at the election of AOG, result in the revocation and forfeiture of all rights and privileges granted by AOG to Exhibitor, and in the event of such a breach by Exhibitor and by the election of AOG, all sums paid or contracted to be paid by Exhibitor to AOG shall be forfeited to AOG. The AOG Committee 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 AOG prospectus.

Exhibitor verifies that all information given to AOG is accurate and acknowledges that failure to provide accurate information will permit the cancellation of this Agreement by AOG at its option. If any of the terms, conditions or provisions of this Agreement are deemed unenforceable, the enforceability of 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Exhibitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
ARTS ON GENESEE Representative