

**Artists Marketplace Contract
2004 Utah Arts Festival**

The undersigned artist ("ARTIST") agrees with the Utah Arts Festival Foundation, Inc. ("FESTIVAL"), a Utah non-profit corporation, that he/she will exhibit at the 2004 Utah Arts Festival upon the following terms and conditions.

Artist _____

1. The ARTIST agrees that all work shall be created solely by the artist, with no assistance of industrial production techniques and no imports or consignments of piecework items.

1a. **Reproduction Policy:** The Utah Arts Festival has adopted the Columbus Arts Festival's reproduction Policy: "In an attempt to foster an appreciation and value of the arts in all people, including those who cannot afford original work, we believe it is important to offer the public the opportunity to buy reproductions, hoping that as their incomes grow they will turn to original work. This transition is possible only if our patrons understand exactly what they are buying and the process behind it." Towards this end, the following guidelines have been established:

- All reproductions must be clearly and individually labeled as such. No other terms, such as "print" or "offset lithograph" may be used. Labels must say "reproduction".
- A reproduction is a copy of an original work of art that is produced by methods including, but not limited to: off-set printing, giclee, laser, photocopy, et al.
- No work shall be labeled a "print" unless your accepted medium is Printmaking.
- Reproductions must be in signed editions of no more than 750.
- No hand colored reproductions will be considered "original" works; they will be considered reproductions
- Reproductions are an ancillary part of the artist's display and are not to exceed 35% of all work in the booth.
- 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 shall prevail.

2. The FESTIVAL shall designate the artist booth type (modular display booth, or artist provided tent/canopy that does not exceed 10'X10'). The ARTIST agrees to comply with all applicable Salt Lake County fire safety regulations regarding display space and materials. The ARTIST agrees to comply with all set-up, display, load-in/load-out and tear-down guidelines as established by the FESTIVAL, including access to booth, and vehicle restrictions.

3. The ARTIST agrees that slides of work submitted to the Festival for selection purposes will remain the property of the Utah Arts Festival, to be used for archival, promotional, educational purposes only. Additionally, the ARTIST agrees that the FESTIVAL shall have the right to record by whatever means it desires, the ARTIST, the booth, and the work. The ARTIST further agrees that if the FESTIVAL does record said ARTIST, booth or work, that the FESTIVAL shall retain all rights to use such recording in promoting and advertising the Festival.

4. The ARTIST agrees that slides of work submitted to the Festival may be used on the FESTIVAL's website (www.uaf.org) and will be available free of charge to anyone in the world who has access to the World Wide Web; although these images will not be publishing quality due to the nature of the internet.

5. Festival insurance does not cover loss or damage to artists' property or equipment. The ARTIST agrees that any additional insurance required to insure his property or work shall be the responsibility of the ARTIST.

6. The ARTIST understands that security for the work and property of the ARTIST will be the responsibility of the ARTIST.

7. The ARTIST waives, releases, and agrees to hold the FESTIVAL harmless from any and all liability, claims, damage, injury etc. arising or resulting from or caused by the ARTIST'S performance, or lack thereof, hereunder.

8. The ARTIST shall be an independent contractor in performing pursuant to this Agreement, and shall not be an agent, servant, or employee of the FESTIVAL. The ARTIST will remain open for business from Noon until 10 P.M. (ARTIST may stay open until 11:00 p.m. nightly), Thursday, June 24 through Sunday, June 27. Artists may opt to close at 8:00 p.m. on Sunday, June 27.

9. In the event that the ARTIST utilizes any Festival staff member or volunteer for booth relief, it is understood that said person shall not be held responsible for any theft, loss or damage to the ARTIST'S work, booth or goods. It is also understood that said person shall not handle any sales or cash transactions or be asked to offer their services for more than 30 minutes.

10. It is agreed that if the ARTIST chooses to provide his/her own lighting fixtures, they do not exceed 300 watts of power, combined.

11. It is understood that the ARTIST must be in attendance for the length of the show. If the ARTIST is unable to attend, his/her space will be forfeited.

12. It is understood that the ARTIST is solely responsible for payment of any and all taxes and licensing fees due Salt Lake City Corporation or the State of Utah. ARTISTS name and address will be forwarded to said parties upon their request.

13. This Agreement contains the entire agreement between the parties. No modification or amendment hereof shall be of any effect unless made in writing by both parties. This Agreement shall be governed by the laws of the State of Utah. The parties shall take such further action and execute such further documents as may be necessary to carry out the intent hereof.

14. It is understood that any policies, procedures or instructions that have been sent to Artist of the Festival at anytime are considered a part of this agreement.

15. It is understood that if any provision in this contract is violated by the ARTIST, the Executive Director can eject the ARTIST from the FESTIVAL. The decision of the Executive Director is final.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2004.

FESTIVAL:

Utah Arts Festival Foundation, Inc.
331 W Pierpont Ave
Salt Lake City, UT 84101

by: Robyn Nelson, Executive Director

ARTIST:

Signature _____

By _____

SS # or Tax ID # _____
(REQUIRED for tax purposes)

