



FOR OFFICE USE ONLY:

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Payment received:

## 2010 ARTIST REGISTRATION FORM / CONTRACT

ARTIST NAME: \_\_\_\_\_

Artist agrees to exhibit at, and Cultural Festivals, a Missouri nonprofit corporation, agrees to allow Artist to exhibit at, the 2010 Saint Louis Art Fair ("Event") to be held September 10, 11 and 12, 2010 in Clayton, Missouri. This application/contract is designed to provide the best possible service for artists at the 2010 Art Fair. If you have any questions about your participation in the Saint Louis Art Fair please contact us at 314-863-0278 or [lmiller@culturalfestivals.com](mailto:lmiller@culturalfestivals.com)

### EXHIBITOR PACKAGE

An exhibitor package will include the following elements:

- Standard Booth - 10'x10' space with access on one side, access to one electrical outlet (500 watts), booth sign, exhibitor name badge, one assistant name badge, one vehicle site access pass, a listing on the festival website and in the festival Program Guide and two tickets for admission to Sunday morning's Artist Awards Ceremonies and Brunch. All work exhibited must be limited to the 10'x10' space. Exhibitors are responsible for providing all display booths, racks, tables, light fixtures and associated display materials. (\$625.00)
- Corner Booth – 10'x10' space with access on two sides, access to one electrical outlet (500 watts), booth sign, exhibitor name badge, one assistant name badge, one vehicle site access pass, a listing on the festival website and in the festival Program Guide and two tickets for admission to Sunday morning's Artist Awards Ceremonies and Brunch. All work exhibited must be limited to the 10'x10' space. Exhibitors are responsible for providing all display booths, racks, tables, light fixtures and associated display materials. (\$725.00)

### EXHIBITOR CONTACT INFORMATION

Please print:

Artist(s) Name (as you would like it to appear on your booth sign): \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of assistant (if applicable): \_\_\_\_\_

Name of up to one additional assistant (there is a \$35 fee per additional badge): \_\_\_\_\_

Name and phone number of hotel or other location where you will be staying during the Art Fair. (If your hotel accommodations are not known at this time, you may fill in this section during on-site registration.): \_\_\_\_\_

Make and Model of Vehicle (the vehicle you will drive on-site): \_\_\_\_\_

State and License Plate Number (the vehicle you will drive on-site): \_\_\_\_\_

Please check here if you will be pulling a trailer or have a truck that will require extra space.

Please list an emergency contact name and phone number: \_\_\_\_\_

### VISUAL ONLINE GALLERY

The Saint Louis Art Fair is pleased to offer each participating artist a listing on our visual online gallery at [www.culturalfestivals.com](http://www.culturalfestivals.com) and a hyperlink to your website or e-mail address. Your listing will feature a color photograph of your work, name, city, state, phone number, website and/or e-mail address and your booth location. If you wish not to have certain personal information (i.e. phone number) made public please let us know.



# 2010 ARTIST REGISTRATION FORM / CONTRACT

## BOOTH-SITTING REQUEST

Please indicate what day(s) you would like to request a booth-sitter (booth-sitters will watch your booth for half hour periods). The festival relies on volunteer support to fulfill your requests. We will do our best to provide a booth-sitter but can not guarantee that you will receive one for each requested time slot.

- Friday, September 10 (5:00 p.m. – 9:00 p.m.)
- Saturday, September 11 (5:00 p.m. – 9:00 p.m.)
- Saturday, September 11 (10:00 a.m. – 2:00 p.m.)
- Sunday, September 12 (11:00 a.m. – 4:00 p.m.)
- Saturday, September 11 (2:00 p.m. – 5:00 p.m.)

## GENERAL INFORMATION

All artists selling art at the Event will be provided with a Missouri State Sales Tax Form (you will receive the form at on-site registration.) This form will serve as a guide for charging sales tax as well as reporting sales tax to the state.

No Artist may let or sublet their booth either entirely or partially, with or without charge. No Artist may solicit or display any corporate logo or sponsorship affiliation of any kind. **Booth spaces are assigned first come, first served – based on the date you pay for your booth.**

All terms and conditions for exhibiting, as outlined in this application and in the Exhibitor Guide, which will be distributed in July 2010, will be accepted and part of this contract.

- Please check here if you are interested in providing an artist demonstration at our Arts In Action tent.

## PAYMENT

- Please check here if you are a 2009 Award Winner and have already paid
- Check here if a check is enclosed for booth fee. Make check payable to Cultural Festivals, Inc.
- Check here if paid by Credit Card through Zapplication at [www.zapplication.org](http://www.zapplication.org)

Visa and Master Card accepted

### Booth Fees:

- Standard Booth \$625
- Corner Booth \$725

(There is a \$50 fee for returned checks)

### Booth Space Request:

1<sup>st</sup> Choice: \_\_\_\_\_

2<sup>nd</sup> Choice: \_\_\_\_\_

3<sup>rd</sup> Choice: \_\_\_\_\_

(We will do our best to accommodate each booth request however we can not make any guarantees.)

**Mail application to:**  
 Cultural Festivals  
 7818 Forsyth, Suite 210  
 St. Louis, MO 63105  
 Phone: 314-863-0278  
[www.culturalfestivals.com](http://www.culturalfestivals.com)

**Make sure you include:**

- Completed application and signed contract
- 2 Photo's of yourself (one for your car ID tag and one for verification purposes at registration)
- Copy of your resume
- Completed City of Clayton Temporary Merchant Permit
- Payment if paying by check

**Signed contracts and fees are due no later than Friday, April 23, 2010. CANCELLATION POLICY:** Last day to cancel with a full booth fee refund is Friday, July 10, 2010. Cancellation between July 11 – August 13, 2010 artist will receive a 33% refund. Cancellation on or after August 14, 2010 artist will not receive a refund. **All cancellations must be in writing.** An artist who fails to register on-site by 12:00 Noon (CST) on Friday, September 10, 2010 will forfeit all rights to occupy their booth space and the Art Fair will use the space for other purposes. In such event, the exhibitor will remain liable for the full booth fee.

**THIS APPLICATION / CONTRACT WILL SERVE AS YOUR INVOICE AND RECEIPT.**



## 2010 ARTIST REGISTRATION FORM / CONTRACT

### ARTIST BOOTH TERMS AND CONDITIONS

1. Cultural Festivals hereby grants to Artist the right to participate as an exhibitor at the 2010 Saint Louis Art Fair, subject to the terms and conditions set forth herein, and pursuant to which Artist agrees to fulfill his/her responsibilities.
2. Booth assignments are made after receipt of payment. Booth spaces are assigned first come, first served – based on the date you pay for your booth.
3. In the event that the Saint Louis Art Fair does not take place due to any cause beyond the reasonable control of Cultural Festivals this agreement will terminate and Cultural Festivals' only obligation will be to return to Artist the fee paid hereunder less any direct out-of-pocket expenses related to providing services to or on behalf of Artist incurred by the Art Fair prior to the date of termination. Cultural Festivals may, if required by force majeure or other reasons beyond its control, postpone or shorten the Art Fair hours. Artist shall have no right or claim for any damages whether direct, indirect or consequential, or of any other kind, arising or alleged to arise by reason of any postponement limitation, or cancellation of the Art Fair.
4. Subject to Cultural Festivals' rights of prior written approval (which shall not be unreasonably withheld), Artist will have the right during the 2010 calendar year to indicate, in connection with the advertising and promotion of Artist's business, that Artist is a participating Artist at the Saint Louis Art Fair and to use the Art Fair name in connection therewith.
5. Cultural Festivals will have the right to identify Artist as a participating Artist and use Artist's name and trademarks to so identify Artist in advertising and promoting the Art Fair.
6. In consideration of all rights granted to Artist as set forth herein, including participation in the Saint Louis Art Fair and for association with the Event, Artist has paid a cash participation fee to Cultural Festivals. Artist is entitled to retain all proceeds from the sale of its products and is responsible for the payment of all costs and expenses related thereto, including without limitation applicable personnel wages, equipment rental, product and supply costs, licenses and permits, and all federal, state and local taxes.
7. Artist, for itself and all of Artist's employees and agents, agrees to conscientiously comply with the established exhibitor guidelines, as well as St. Louis County and City of Clayton policies and procedures (as detailed herein) and to adhere to all reasonable directives of Cultural Festivals management. Failure to comply with established guidelines, policies, procedures or reasonable directive may result in, among other things, immediate closure of Artist's vending location, forfeit of booth fees and disqualification from future participation, all without any liability to Cultural Festivals.
8. (a) Artist shall indemnify, defend and hold harmless Cultural Festivals, Event sponsors and their employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' fees and costs) for injury, loss or damage to property or persons (including death) arising out of Artist's activities in connection with the Event, or any breach of representation, warranty or covenant in this contract.  
(b) Cultural Festivals, Event sponsors and their employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) arising out of any injury, loss or damage to the person or property of Artist, their employees, representatives or agents, except to the extent arising out of the sole negligence of Cultural Festivals or Event sponsors.
9. Under no circumstances shall Cultural Festivals be liable for consequential, indirect, special or punitive damages of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.
10. Artist agrees to be present and remain open throughout the established public hours of the Event and to be prepared with adequate product and personnel to accommodate projected crowds. The Art Fair hours are Friday, September 10, 5:00 p.m. – 10:00 p.m.; Saturday, September 11, 10:00 a.m. – 10:00 p.m. and Sunday, September 12, 11:00 a.m. – 4:00 p.m.



## 2010 ARTIST REGISTRATION FORM / CONTRACT

### ARTIST BOOTH TERMS AND CONDITIONS

12. Artist agrees to remove all equipment, supplies and other materials brought by Artist to his/her booth, and to properly dispose of all trash and other waste materials from his/her booth at the close of the festival. No generators and no staking in the ground. Artist is responsible for any damage they or their agents or employees may cause to the festival site.
13. 24-hour security is provided, however, Cultural Festivals is not responsible for any damage which may occur to work, equipment or other material due to rain, wind, fire, theft, etc. Artist must make sure their tent is secure with proper weights in the event of strong winds or storms.
14. No Artist may let or sublet their booth either entirely or partially with or without charge. No Artist may solicit or display any corporate logo or any sponsorship affiliation of any kind. No Artist may disseminate coupons, flyers or brochures outside of their booth space. Violation of this policy may result in, among other things, immediate closure of Artist's vending location, forfeit all fees and disqualification from future participation, all without any liability to Cultural Festivals. Only one booth is available per Artist. The work of only one artist may be displayed in each assigned booth.
15. This agreement does not constitute a partnership or joint venture or principal agent relationship between Artist and Cultural Festivals. This agreement may not be assigned by either party. It will be governed by the initial laws of the State of Missouri. It is complete and represents the entire agreement between Artist and Cultural Festivals. It may not be amended except in writing signed by both parties. Each party represents and warrants that it is free to enter into this agreement without violating the rights of any person, that its trademarks or trade names of any person, and that in connection with all matters pertaining to the Saint Louis Art Fair.

**Applications and payment are due no later than April 23, 2010.**

**Signed contracts and fees are due no later than Friday, April 23, 2010. CANCELLATION POLICY:** Last day to cancel with a full booth fee refund is Friday, July 10, 2010. Cancellation between July 11 – August 13, 2010 artist will receive a 33% refund. Cancellation on or after August 14, 2010 artist will not receive a refund.

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**THIS APPLICATION / CONTRACT WILL SERVE AS YOUR INVOICE AND RECEIPT.**

**I accept the terms and conditions of this contract.**

Signature:

Date:

Print Name:

Title:



**CITY OF CLAYTON**  
**10 NORTH BEMISTON, CLAYTON, MISSOURI 63105**

**APPLICATION FOR TEMPORARY MERCHANT'S PERMIT**

1. Name: \_\_\_\_\_  
                    First                      Middle                      Last                      Social Security #
  
2. Address: \_\_\_\_\_  
                                    Number & Street                      City & State                      Telephone No.
  
3. Date of birth: \_\_\_\_\_                      Male \_\_\_\_\_                      Female \_\_\_\_\_
  
4. Height: \_\_\_\_\_                      Weight: \_\_\_\_\_                      Hair \_\_\_\_\_
  
5. Name, full Address & Phone # of Business as it appears on file for Department of Revenue and for other tax reporting purposes:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
6. Name, date and location of Event: \_\_\_\_\_  
  
\_\_\_\_\_
  
7. Please provide a description of your merchandise, articles to be sold or solicited:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
- (If additional space is needed, use back of this application.)
  
8. Location where the goods or property to be sold is manufactured or produced:  
  
\_\_\_\_\_

9. How will goods be delivered: \_\_\_\_\_

10. Have you ever been convicted of or arrested for any crime: NO \_\_\_\_ YES \_\_\_\_  
If yes, felony \_\_\_\_\_ or misdemeanor \_\_\_\_\_

Please explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Vehicle information: license plate #: \_\_\_\_\_

year: \_\_\_\_\_

model: \_\_\_\_\_

color: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



March, 2010

Dear Saint Louis Art Fair Artist:

We are pleased to invite you to participate in the Saint Louis Art Fair Mentoring Program. This program was developed in conjunction with the Washington University School of Art to prepare University level art students for careers in the Arts Festival industry

We are currently recruiting students from the Studio Arts programs at Washington University and Saint Louis University. We would like you to share your knowledge, insight and experience by allowing one student to shadow you throughout the festival weekend. Based on student and artist participation, we will do our best to match a mentor artist with a student most interested in the exhibitor's specific medium to make the experience most meaningful to the mentor and student. There are two components to this program:

- During the Art Fair weekend, the student will spend the weekend shadowing you and participating in all aspects of your day. We will expect the student to assist with either set-up or teardown as well as interaction with customers at your discretion. Students are not allowed to handle any sales transactions. However, it is important to remember that some of the students will have taxing academic work loads and may not be able to work as many hours as others, so please be understanding. In addition, the student will have access to the Artist Hospitality Center and will be invited to the Artist Awards Ceremony and Brunch.
- We do ask that each participating artist mentor and mentee spend a minimum of 15 hours together over the course of the weekend, engaged with the activities of the day. That includes, explaining your background in the arts, how you got involved in the festival circuit, how you develop work for the Art Fair, price points, and any other relevant topics. **It is important to note that student mentees are not artist assistants.** They are not to be selling work or booth sitting for any artist.
- Lastly, the mentored students will be offered the opportunity to exhibit their work as a group at the 2011 Saint Louis Art Fair. This will be the last component necessary for them to fully understand all aspects of the Arts Festival industry.

We view you as an expert in your field with much to offer emerging artists. You are the best people to introduce your industry to the next generation of Art Festival exhibitors who can carry on your outstanding tradition of making the arts easily accessible to the public. Please call Laura at (314) 863-0292 or email her at [lmiller@culturalfestivals.com](mailto:lmiller@culturalfestivals.com) if you have any questions, and/or are interested in participating.

Sincerely,

Cultural Festivals Staff

Cindy, Laura, Erin, Bruce and Zoe