

Galleria at Sunset & Las Vegas Artists Guild

GALLERIA ART EXPO

March 2nd, Noon to 8PM AND March 3rd, 11AM to 4PM, 2019

PARTICIPATION AND PAYMENT AGREEMENT

In consideration of my participation in GALLERIA ART EXPO (“Expo”), I, Artist, Vendor, School, Organization, etc. (“Participant”) agree as follows:

Participants must be a current member of the Las Vegas Artist Guild. Also referred to as “LVAG”

1. **Expo Participation Fees.**

1.1 Entry Dates: Participant agrees to submit the entry no later than **February 25th, 2019**. If all required paperwork and are not received by this date, it will be deemed an automatic cancellation of Participants participation in the Expo. **Space is limited and will be awarded to applicants until they are filled.**

Spaces fees must be received by midnight February 25th, 2019

**Payment options: PayPal online at www.lvartistsguild.org or mail to:
Las Vegas Artist Guild, 900 E. Karen Avenue Suite B-210, Las Vegas, NV 89109**

1.2 Artist and Vendor Expo Fee: Artists and vendors agree to pay Las Vegas Artist Guild (“LVAG”) the sum of \$75.00 per space. Maximum space permitted per artist is 2. Total fee for 2 spaces is \$150.00. The Las Vegas Artist Guild (“LVAG”) receives **0%** of all sales made during, commissioned as a result of, or consummated after the close of the Expo through Artist’s participation in the Expo. A maximum of 2 artists per space is permitted. Each artist must sign the Artist Participation and Payment Agreement.

Schools and Non-Profit Organizations Fee: Schools and Non-Profit Organizations agree to pay Las Vegas Artist Guild (“LVAG”) the sum of \$.00 for a space. Maximum space permitted is 1 and is based on availability.

1.3 **Refunds:**

- A. Space Fee: If the Participant cancels on or before **February 25th, 2019** a refund will be provided. If such cancellation occurs after **February 25th, 2019** the Space Fee will be forfeited. If you are a 'No Show' your space fee is forfeited.
- B. Cancellation by LVAG: In the event the Expo is cancelled in its entirety by LVAG, refunds will be administered. Artist and vendors understand that, in the case of a Force Majeure event, LVAG will not have the ability to provide reasonable advance notice to Participant before Expo cancellation.

2. Participant Load In Set Up and Presence.

Participant agrees to be present and in Participant's space all posted hours of the Expo. Expo hours are **Saturday, March 2nd**, Noon to 8 pm and **Sunday, March 3rd**, 11 am to 5 pm. Participant Parties (as defined in Section 12 below) do not qualify as being the Participant. All artwork must be set up on **Saturday, March 2nd, 2019 starting at 8am**. Artist must complete all space set-ups by **Noon**. On Sunday, all artwork must be set up on **March 3rd, 2019 starting at 9am** and completed by 11am. Participant must complete all space set-ups by at the designated time. Please do not assume that Participant will be permitted to set up on the day prior to the Expo. Participant may complete finishing touches to space and bring in fragile art before the Expo opens. Participant may not set-up the entire space display after noon on the date the Expo opens. Participant agrees to comply with the Load In and Set Up Schedule as per the Galleria at Sunset. **A map and directions will be provided via email prior to the Expo. Please insure that your email and contact phone number is correct and provided.**

3. Artist Representation of Original Artwork.

Artist agrees that all work displayed and presented for sale to the public at the Expo has been designed and executed by Artist. All work exhibited must be for sale and represent the Artist's original work. No mass-produced kits, molds, embellished objects, exhibitor posters. Artist may display for sale only work that has been approved and meets the Galleria at Sunset criteria and accepted in the mediums. Fine art giclee's are permitted. Artist agrees that LVAG reserves the right, in its sole and absolute discretion, to advise Artist of any work that does not meet LVAG's standards and take any action deemed necessary to remedy noncompliance, including but not limited to Artist being: (i) requested to leave the Expo grounds; or (ii) denied participation in future Expos.

4. Fine Art .

All 3D and 2D Fine artwork displayed must be finished, framed, dry and have finished sides (gallery wrapped canvas is acceptable). Sleeved prints and note cards are acceptable. **Jewelry, coffee cups, mouse pads, coasters, lotions, body oil, candles, soap, key chains, tote bags, pillows and all forms of original and handmade artwork are permitted.**

Items that are NOT permitted include but not limited to: Clothing such as hats and t-shirts.

LVAG reserves the right in its sole and absolute discretion to: (i) monitor displays of excepted artwork. **Artwork must be family friendly (No nudity) and non-political per the Galleria at Sunset.** Non-compliance and or any misrepresentation by the Participant may result in the removal of that artwork from display and or request Participant to leave the Expo. Participant forfeits any and all fees paid to LVAG.

No refunds are given.

5. Live Demonstrations

Participants are encouraged to paint, draw and create artwork during the Expo. A safely secured drop cloth must be used. No open flame or combustible materials are permitted. Participants are responsible for any accidents i.e. spills and or damage to the flooring of the Galleria at Sunset.

6. Rules, Regulations, Applicable Laws, and Professional Conduct.

The Galleria Art Expo reserves the right to refuse participation to anyone at any time for any reason. Participants agree to abide by all federal, state, and local rules, regulations and laws applicable to the GALLERIA ART EXPO. Participant understands and agrees that **smoking is prohibited** at the Galleria at Sunset. Participant agrees to represent themselves and LVAG in a professional manner. Participant agrees to comply with all LVAG Rules for Participation and uphold criteria set by the Galleria at Sunset. Any form of misconduct or behavior that is deemed disruptive to other artists, the event and or the Galleria at Sunset will result in the immediate and permanent expulsion of the responsible parties. Space fees will be forfeited.

7. Sales and Tax.

Each Participant is responsible for making their own sales transactions. The LVAG is not responsible for receiving funds for any sales transactions. Participants are encouraged to keep extra cash available to make change or use a smart phone app to except debit/credit cards. Sales Tax is the responsibility of the Participant. ATM's are located throughout the mall.

8. Use of Images.

8.1 By LVAG: Participants understand and grants permission for photographs, video and other recordings of displays and artwork made by LVAG, its agents, assigns, employees, and agrees that the same may be used for promotional advertising, archiving, and/or educational purposes by LVAG without remuneration to Participant. This agreement by Participant, includes, but is not limited to, use in news releases, print, television, social media, and the LVAG and Galleria at Sunset websites.

8.2 By Participant: Photographs, video and other recordings taken by Artist or Artist Parties during, or as a result of participating in the Expo are subject to scrutiny and ultimate approval of LVAG in its sole and absolute discretion. LVAG may require any images or recordings LVAG deems inappropriate or otherwise unacceptable for any reason, be removed from public view. Failure to comply may result in removal from the GALLERIA ART EXPO or exclusion from future Expos, or the exercise by LVAG of its legal remedies against Participant.

9. Display Requirements.

The Galleria at Sunset will provide open space 6' x 9', 1 six foot table with cover, 2 chairs, Pipe & Drape backdrop and Free Wi-Fi. Electricity is available upon request. Extra lighting is encouraged. All cords must be taped down with gaffer tape for the safety and protection of artists, patrons and artwork. Artist understands that noncompliance with these requirements will result in immediate removal from the Expo. **It is the responsibility of the Participant to provide their own grids, easels and or pedestal for their artwork. Artwork and materials must be hung on grids, solid wall displays or placed on easels or tables.** No exceptions. Participants personal tables must be covered with a black table cloth (not provided). **Participant further understands and agrees that the Participant displays and stores artwork at the Expo site at Participant's own risk, and the Participant is solely responsible and liable for the protection of the same.**

Stockpiling, storage of equipment, artwork, materials and supplies behind or adjacent to Participant's exhibition space is prohibited in areas where those items are on view to the public. Participant will be assigned a space prior to 8AM **Saturday** March 2nd. The space location that is awarded is final. Trading or homesteading is strictly prohibited. No tents are permitted. Each participant is responsible for any damage to Galleria at Sunset property that might occur in their space area. The space must be kept neat and safe.

LOAD OUT PROCEEDURE: The Participant's belongings, materials, artwork, grids... may be removed **after 4 pm on Sunday March 3rd.** The area must be free of any debris at the end of the Expo and returned to its original condition.

10. Liability and Release.

Participant has read and agrees to all terms and conditions of participation as stated in the Galleria Art Expo Participation and Payment Agreement ("Agreement"). Participant hereby releases, indemnifies and holds harmless LVAG, the Galleria at Sunset, their respective employees, volunteers, representatives, assignees, affiliated organizations, vendors and suppliers from any and all claims, losses, liabilities, demands, damages, theft or costs (including attorney's fees), and for any injury suffered before, during, or after the Expo or as a result of negligence, or failure to perform under this Agreement, or other acts, foreseen or unforeseen and howsoever caused, and for the Participant's work, equipment, and materials. Participant hereby releases LVAG and Galleria at Sunset from all actions, claims, demands that Participant, and Participant's Parties, and their respective assigns, heirs, legal representatives now have, or may hereafter acquire, for injury, death, damage to, or theft of personal property, equipment, or artwork. Participant is strongly encouraged to carry liability, personal injury, theft, and event interruption/cancellation insurance for Participant's materials, and the personal protection of Participant and the Participant Parties. Any and all accidents must be documented using a LVAG Incident Report.

11. Waivers.

LVAG may, in its sole and absolute discretion, waive any one or more of the Rules For Participation or any of the provisions of this Agreement for the benefit of any particular Participant but no such waiver by LVAG shall be construed as a waiver of the Rules For Participation or this Agreement in favor of

Participant or prevent LVAG from thereafter enforcing any such Rules For Participation against any and all Participants. The Rules for Participation agreed to by Participant in the application process are in addition to, and shall not be construed to in any way modify or amend in whole or in part, the terms and conditions of this Agreement. In the event any of the Rules conflict with any specific provision of this Agreement, this Agreement shall prevail. LVAG reserves the right, in its sole and absolute discretion, to change or make such other reasonable Rules for Participation as, in its judgment, may from time to time be desirable or needed for the safety, security and operation of the Expo and its attendees and for the preservation of good order at the Expo. Participant agrees to abide by all such Rules for Participation herein above stated and any additional Rules for Participation which is hereafter adopted by LVAG.

12. **Involuntary Cancellation.**

In the event the Participant becomes ill or has an emergency during the Expo which necessitates Participant's departure from the Expo, LVAG will make a reasonable effort to secure Participant's display and advise Participant Parties of such departure. No sales will be made on behalf of the Participant by LVAG. If the Participant appoints a qualified designee to continue exhibition and sales or remove Participant's display and artwork, Participant and such designee assume full responsibility for compliance with all LVAG rules, regulations and liability releases.

Artwork must remain on display during the Expo hours Saturday Noon to 8 PM and Sunday 11AM to 4PM. Artwork and valuables may be removed after 8 PM Saturday and re-displayed at 9AM on Sunday.

13. **Knowing and Voluntary Execution.**

Participant has carefully read this Agreement and fully understands its contents. Participant understands that failure to comply with the Expo regulations will result in removal from the Expo. Participant is aware that all decisions of LVAG are in its sole and absolute discretion, final, and may not be arbitrated. This is an enforceable contract and release of liability between Participant (and Participant Parties) and LVAG (and its affiliated organizations) and the Galleria at Sunset and Participant signs this Agreement of Participant's own free will. As used in this Agreement, the term "Participant Parties" shall mean and collectively refer to Participant's employees, agents, customers, visitors, invitees, licensees, contractors, and designees.

14. No pets allowed. Only service animals will be permitted. Thank you.

Las Vegas Artist Guild, 900 E. Karen Avenue Suite B-210, Las Vegas, NV 89109

I, the undersigned, hereby make application to the Las Vegas Artist Guild to participate in said event on **March 2nd, 2019** and **March 3rd, 2019** and agree with and shall abide by the rules and regulations as stated in the **LAS VEGAS ARTIST GUILD GALLERIA ART EXPO PARTICIPATION AND PAYMENT AGREEMENT.**

You will be asked for your signature the morning of the Expo. Thank you !

Participant _____ **Date** _____