

The Shops at River Park host
Partners N Art 2nd annual "Art Walk"

Every Tuesday evening starting May 3rd, 2011

Ending on June 28, 2011

Hours: 5-9pm

Artist Application and Exhibit Booth Contract

Application / Primary Artist

This person will be responsible for the accuracy of the submission and will act as the contract for all correspondence.

Please print:

Artist Name _____

Last Name _____

Signature _____

Art Medium _____

Address _____

City _____

State / Zip _____

Day Phone _____

Cell Phone _____

Email _____

_____ 10x10 space \$75 (May & June only)

Please mail checks and this form (signed) to :
Partners N Art
PO Box 1976
Clovis, CA 93613

**Checks made out to : \$50 River Park Properties
\$25 Partners N Art**

Please retain a copy of this application for your files.

Insurance

Please initial by each paragraph

_____ I agree that River Park Properties II and all related affiliates and Partners N Art respective officers, employees, agents, and consultants are not liable for any injury, theft, or damage to either the buyer or seller, or their property, arising out of or pertaining to preparation for or participation in the 2011 Partners N Art, Art Walk at The Shops at River Park, whether such injury, theft, or damage occurred prior, during, or after the 2011 Partners N Art, Art Walk. Applicant further agrees to indemnify, defend, and hold harmless River Park Properties II or Partners N Art and its respective officers, employees, agents, and consultant for and against any claims for such injury, theft, or damage.

_____ I understand that it is recommended that I carry my own general liability and product liability insurance, as River Park Properties II, as General Partner and all related affiliates and Partners N Arts does not provide this coverage.

Agreements

Please initial by each paragraph.

_____ I have read and agree to abide by all 2011 Shops at River Park guidelines & Partners N Art Artist Agreement.

_____ I agree to comply with all application local, state, and federal taxes.

CA Tax ID _____

_____ I agree to submit my art for review and understand that if I choose to withdraw from this process, I forfeit my application fee.

Signature _____

Print Name _____

**Partners N Art
Artist Agreement
EVENT OPERATING RULES**

1. Artist shall provide all necessary tables, chairs, canopy, tent, umbrellas and or easels, lights etc. There is limited space in this alley way. Exhibit space is confined to 10x10.
2. **An additional \$10 fee or 20% commission on all related sales during and after the event** will go to Sally Weisse dba Partners N Art.
3. Credit card purchases will be the responsibility of the artists.
4. Venue fees will be accepted by cash and checks only.
5. Original, giclees, and related prints will be acceptable artwork. No mass production or kits allowed.
6. All artists are responsible for a California Resale License and for CA taxes.
7. Handcrafted arts must be original and not mass produced.
8. Non-profits must be licensed as a nonprofit organization and show written proof prior to Event.
9. Licensee shall keep the Exhibitor Premises open for business at the times during the Event.
10. No merchandise shall be displayed outside 10x10 area permitted and shall be displayed in a safe, clean and proper manner. All boxes and other paraphernalia are to be stored under covered tables so they are out of view.
11. Promptly remove all trash, litter and other debris resulting from event and ensuring that the area is returned to the condition in which it was received. River Park Properties II will have the right, without any liability or responsibility, to dispose of anything left on the property at the end of each night.
12. Any Event signage must be approved by the Center's Marketing Manager a minimum of seven (7) days prior to the Event.
13. No food or beverages shall be permitted to be distributed or sold to customers.
14. Artist shall keep the area open for business at the times during the Event, set-up 3:30 pm to 4:30 pm Event time 5:00 pm to 9:00 pm and take-down 9:00 pm to 9:30 pm.
15. Artist shall display customer's sales and return policies.
16. Artist shall not at any time callout, directly solicit or physically detain customers nor may they enter any store at the Center for the purpose of solicitation. Artist may not walk around and distribute fliers at the Center. Artist can have fliers at their table for customers to pick-up by customer's choice.

17. Artist shall not be permitted to play any music that will interfere with the music of the Farmers Market. No radio or television (including radio remote) or the use of a microphone or loudspeaker will be allowed without prior written approval.
18. All items to be sold are subject to Center's approval.
19. Nothing may be taped or otherwise affixed to fixtures in the Center. Nothing may be attached, secured to or hung from any architectural fixtures in the Center. This includes by way of example, but not limited to, walls, ceiling, sculptures, trellis, seating area, plants or planters.
20. Electrical cords may not be run along the Center's customer's traffic walkways, except in area approved by Center in advance.
21. All artists and each of its employees shall park their vehicles only in areas designed by the Center's management. (see copy of map)
22. Failure by artist, its agents, employees and contractors to abide by any of these Event Operating Rules shall entitle Licensor to immediately terminate this Agreement and/or cancel the Event.
23. Indemnity, Invitee does hereby indemnify and save harmless Owner and Owner's employees, agents and contractors from and against any and all claims, losses, and damage and injury whatsoever, including without limitation reasonable attorneys' fees and court costs, arising out of or in connection with (i) the use of and Activities at any area of the Shopping Center by Invitee or its employees, customers or invitees, including, without limitation, the sidewalks, parking lot and driveways adjacent to and serving the Shopping Center, or (ii) any act or omission of Invitee, its agents, contractors, employees, servants, lessees, concessionaires, invitees, licensees, customers or any other person arising out of or in connection with any of the Activities at the Shopping Center. Invitee will protect and hold the Indemnified Parties harmless and will pay on demand all cost, expenses and attorneys' fees to defend the Indemnified Parties in connection with any litigation, dispute, arbitration, negotiation or proceeding, with counsel chosen by Indemnified Parties. The indemnity survives the expiration or termination of this Indemnity.

Print name _____

Signature _____

Date _____

Partners N Art / The Shops at River Park
Agreement

River Park Properties II honors an agreement with Partners N Art to provide artists, handcrafters, and non-profit organizations for their Tuesday night Farmer's Market venue. These events will be every Tuesday night starting May 3rd, 2011 and ends on June 28, 2011.

Partners N Art will allow only family friendly art, high quality handcrafted arts, and non-profit organizations to showcase at the Shops at River Park. This area will be known as "**Art Walk**" which is the section under the trellis between REI and White House/Black Market. If more space is needed then Partners N Art will also be allowed to expand artists and nonprofit organizations to other areas in the center with pre-approval from River Park Properties II in writing five (5) days before event.

Partners N Art will be allowed to advertise using free public sources as needed, provided it has been pre-approved by River Park Properties II in advance. Partners N Art will be allowed to set up a space at a no charge to source out additional artists and nonprofit organizations for the benefit of River Park Properties II and The Shops at River Park.

River Park Properties II will allow artists to use the electrical outlets for use of lights or fans during the hot season. If it is too hot for artwork, Partners N Art can cancel one (1) event evening venue due to the hot weather, only with prior approval from River Park Properties II.

If for some reason River Park Properties and/or Partners N Art decide that this venue is not feasible for either said party this contract can be cancelled with written notice at any time.

Please also see the River Park Properties II INDEMNITY Agreement that must be signed in order in order for this event to take place. Please see attach.

Print name of co.

Print name of Co

Signature

Signature

Date

Date