



# LAS VEGAS ART WALK



## EXHIBITING ARTIST CONTRACT

### Exhibiting Artist Information

Artist Legal Name		Date:
Artist Professional Name		
Business Name		
Address		
Phone Number		
Email Address		

### PARTIES

This Exhibiting Artist Application and Contract Agreement (“Agreement”) is made between ART 2 art Inc. with a principal place of business at 420 S. Rampart Blvd., Suite 150, Las Vegas, NV 89145, and Exhibiting Artist and principal place of business as specified above as Exhibiting Artist Name and Address. Herein referred to as Artist.

### LOCATION

This event will be conducted at and with the permission of Tivoli Village, 400 S Rampart Blvd, Las Vegas, NV 89145. Where all parties herein agree to conduct themselves under the rules and regulations specified by Tivoli Village. Detailed rules can be viewed at [www.tivolivillagelv.com/visitor-info/](http://www.tivolivillagelv.com/visitor-info/)

### EVENT HOURS

The Las Vegas Art Walk is held on the First Saturday of each month. The event begins at 11:00 am and ends at 6:00 pm. All Artists must be set up and ready to go in their designated space no later than 11:00 am.

### CHECK-IN

Artists are required to check-in at ART 2 art District (A check-in area will be set up at the front of the store) between the hours of 9:00 am to 10:00 am. Set up must be finished no later than 11:00 am. **[Space assignments are on a first come, first served basis]** (Unless you have requested the smaller booth).

Tivoli Village will close the streets to vehicles, so it is best to be early rather than late. Artists may park on the street to unload their items. Once unloaded, the vehicle must be moved to the parking garage. If you are late, Artists will need to unload through the parking garage.

### BOOTH SET-UP

ART 2 art Inc. will provide the booth space. Artists who have a 10x10 ft tent may bring it along with 25 lb. anchors (weights) to put on each corner. If you do not have a tent, tents can be rented or purchased from ART 2 art Inc., **but you are still required you to provide the weights.**

Please indicate your tent preference below:

- I have a 10x10 ft. tent that I will bring.**
- RENT a Standard Tent** **\$50.00/month**
- RENT a Deluxe Tent** **\$90.00/month**
- PURCHASE a Standard Tent** **\$100.00 + Tax**
- PURCHASE a Deluxe Tent** **\$180.00 + Tax**

Artists are to provide all display materials. All display materials are to be clean and professional in appearance. Artists are to provide their own tables, chairs, extension cords, power strips and any materials necessary to display their artwork. Power is located in the streets in some of the planters and is available for some booths. If you need power, please note in the Comments section of the Application.

### **BOOTH TEAR DOWN**

The event ends at 6:00 pm. All artists are required to stay open until 6:00 pm. You are not to tear down until after the event ends unless weather conditions require early termination. Any Artist tearing down early will not be invited back to future events. Artists must have their booths torn down and all items removed from the street no later than 8:00 pm. Artists may move their vehicle to the street to load.

### **SELECTION PROCESS**

Artists will be selected for participation in Las Vegas Art Walk by ART 2 art Inc. All application packets must be complete for consideration for Las Vegas Art Walk. Incomplete packets **WILL NOT** be considered. Applications packets will be reviewed by ART 2 art Inc. **ALL** decisions are final.

Those artists accepted for Las Vegas Art Walk will be notified by email. If necessary, a waiting list will be created, and those Artists will be notified by email as well.

### **LAS VEGAS ART WALK EVENT DATES 2021**

Please select below the dates you are applying for.

<input type="checkbox"/> May 1, 2021	<input type="checkbox"/> September 4, 2021
<input type="checkbox"/> June 5, 2021	<input type="checkbox"/> October 2, 2021
<input type="checkbox"/> July 3, 2021	<input type="checkbox"/> November 6, 2021
<input type="checkbox"/> August 7, 2021	<input type="checkbox"/> December 4, 2021

## **BOOTH SPECIALS FOR JUNE, JULY & AUGUST ONLY**

For the month of **June, July, and August ONLY**, Booth Rental Fees are as follows:

- **Standard Booth Space (10x10 ft) Rental**
  - One Month -- \$75.00
  - Two Months -- \$150.00
  - Three Months -- \$203.00

**Note: 50% off Booth Rental for June, July, August. Additional 10% discount applied for three months.**

### **BOOTH FEES (From September on)**

There are two types of Booths available as noted below. Please check the box to indicate the type of booth you would like. **There is a 20% discount for a 3-month contract.**

<b>Booth Type</b>	<b>Price</b>	<b>Dimensions</b>	<b>Details</b>
<input type="checkbox"/> <b>Standard Booth</b>	\$150.00/month	10x10 ft	
<input type="checkbox"/> <b>Small Booth</b>	\$100.00/month	10x6 ft	One wall Best for small artwork or jewelry. Limited in Number

### **APPLICATION & PAYMENT SCHEDULE**

The following schedule will be adhered to following the first month of operation. All communications will be sent to the email address provided on the application. **Any fees not paid by the Artist by the dates noted on the payment schedule will forfeit their booth space.**

**Application Deadline:** All Applications are due the **FIRST MONDAY** of every month for the next month's Las Vegas Art Walk (except for the month of May 2021).

**Fees Paid No Later Than:** Payment is to be made to ART 2 art Inc no later than the 15<sup>th</sup> of every month prior to the event (except for the month of May 2021).

Artists will receive an email notification of Acceptance. Included in that email will be online payment instructions. All fees are to be paid to **ART 2 art Inc.** and may be paid online using PayPal or a major credit card. **Booth fees must be paid no later than the dates noted above.**

### **PERMITS AND SALES TAXES**

If you generate sales, you are required to have a City of Las Vegas Business License. You are responsible for collecting and paying the Nevada Sales Tax rate of 8.38%. If you do not have the appropriate permit to sell, ART 2 art Inc. will process the sale with a 10% processing fee.

### **BOOTH SHARING**

If you are interested in **Booth Sharing**, please inquire during the **Application Process in the Comments Section.**

## **ARTWORK REQUIREMENTS**

**ONLY** original artwork or reproductions of the Exhibiting Artist are to be displayed. Counterfeit art is not permitted.

## **ADDITIONAL REQUIREMENTS**

- Artists are not allowed to play music, sell, or distribute food or drinks from their booth.
- The Artist must be present for the entire event.
- At the request of the Host, artwork that is obscene, vulgar, racist or that makes political statements is not permitted.

## **REFUNDS**

**There are NO refunds for non-compliance. Once an event has begun, NO refunds will be given for early termination.**

## **NON-COMPLIANCE**

Artists that do not comply with the Rules and Regulations as specified in this Contract and by Tivoli Village will be asked to leave and may not be invited back for future events.

## **EVENT PROMOTION**

### **Promotional Materials**

ART 2 art Inc. and Tivoli Village may develop materials for use in publicizing and conducting events. Promotional materials may include, without limitation, to brochures, posters, and ads. ART 2 art Inc. and Tivoli Village may promote events on various social media sites.

### **External Communication**

ART 2 art Inc. and Tivoli Village may use Artist's name, image, and biography for purposes of promoting events on the Las Vegas Art Walk website, marketing materials and other outreach-oriented materials.

## **MEDIA RIGHTS RELEASE**

ART 2 art Inc. may film, record, and photograph Artists and attendees. All such materials created by ART 2 art Inc. in connection with events and all copyrights in these materials will be the sole property of ART 2 art Inc. and may be made available by ART 2 art Inc., on Las Vegas Art Walk website, in ART 2 art Inc. publications, or through any other media, in ART 2 art Inc.'s sole discretion.

Artist consents to the use by ART 2 art Inc. of his or her image, voice, name, or story in any format, including video, print, or electronic, as ART 2 art Inc. may deem appropriate to promote its events. Artist is not entitled to inspect or approve versions of any media prior to its use by ART 2 art Inc., nor is Artist entitled to receive any payment for any such use by ART 2 art Inc.

## **ADDITIONAL OBLIGATIONS OF ARTIST**

The Artist shall, at all times, during the Event, maintain the highest standards of professionalism, including but not limited to providing positive customer experiences and promptly and reasonably rectifying any and all customer concerns.

The Artist shall, at all times, during the Event, conduct self and require its employees, volunteers, agents, and guests (hereinafter "Guests") to conduct themselves in a manner that does not constitute a breach of the peace and without unreasonably interfering with or causing undue inconvenience of ART 2 art Inc.'s business. The Artist shall take any and all steps that are reasonably necessary to keep peace and order among guests, including, without limitation, lawful expulsion from Tivoli Village property of disorderly guests. Artist agrees that ART 2 art Inc. or ART 2 art Inc.'s employees, Tivoli Village, and agents of either may intervene in cases of disorderly guests and emergency.

This Agreement consists of this form. By signing below, Artist confirms that Artist understands the terms of this Agreement, including those relating to payment and responsibilities.

Artists agrees that any materials, and images are legally authorized for the Artists usage and are not prohibited by copyrights of other parties.

## **INSURANCE**

Artist is not insured by ART 2 art Inc. and will not hold ART 2 art Inc. and Tivoli Village responsible for any accidents or injuries that may occur in conjunction with Events. ART 2 art Inc. shall be held harmless for any transmission of COVID-19.

Artists are required to provide their own liability insurance for their booth. Artist is required to have a minimum of \$100,000.00 of active liability insurance coverage. Artist is to provide proof of coverage to ART 2 art Inc.

## **INDEMNIFICATION**

Artist will defend, indemnify, and hold ART 2 art Inc. and Tivoli Village and its employees and agents and assigns (collectively, the "ART 2 art Inc. Parties"), harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise directly or indirectly from Artist performance under or breach of this Agreement; or Staff participation in the events. Artist will have no obligation to indemnify any ART 2 art Inc. Party and Tivoli Village to the extent the liability is solely caused by such ART 2 art Inc or Tivoli Village party's gross negligence or willful misconduct.

## **RELATIONSHIP**

### **Independent Contractor**

Artist is and will be an independent contractor. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. As an Exhibiting Artist, Artist will not be entitled to or eligible for any benefits that ART 2 art Inc. or Tivoli Village may make available to its employees, including, without limitation, coverage under any ART 2 art Inc. or Tivoli Village health, liability other insurance policies. Artist waives any rights or claims to those benefits.

### **No Authority to Act for Other**

Neither ART 2 art Inc., Tivoli Village, nor Artist has the power or authority to bind or obligate the other to a third party or commitment in any manner.

### **Not an Exclusive Agreement**

Artist, ART 2 art Inc., and Tivoli Village understand that this is not an exclusive arrangement. Artist is free to participate in other Events and this Agreement does not guarantee that ART 2 art Inc. or Tivoli Village will provide future opportunities to the Artist.

**General Provisions**

**Assignment**

This Agreement is intended to obtain the personal services of said Artist and may not be reassigned by the Artist.

**ENTIRE AGREEMENT; AMENDMENT**

This Agreement describes ART 2 art Inc.'s and Artist entire agreement and supersedes all prior or contemporaneous written or oral communications between ART 2 art Inc. and Artist relating to the Event. This Agreement may be amended only as stated in writing signed by both ART 2 art Inc. and Artist stating that it is an amendment of this Agreement.

**SEVERABILITY; WAIVER**

If any provision of this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver of the provision of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach of the right to enforce any provision of this Agreement.

**Third-Party Beneficiaries**

Except as provided, this Agreement is for the exclusive benefit of ART 2 art Inc., Tivoli Village and Artist and not for the benefit of any additional party including, without limitation, any employee, affiliate, or attendee of either party.

**Governing Law**

This Agreement is governed by Nevada law.

This Agreement consists of this form. By signing below, Artist confirms that Artist understands the terms of this Agreement, including those relating to payment and responsibilities.

**Artist**

**ART 2 Art Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**This application must be submitted to Art 2 art Inc. in of following three methods:**

1. Sign, digitally scan, and email to Heiko Katins at **hk@art2art.gallery**
2. Sign, digital photograph each page separately, and email to Heiko Katins at **hk@art2art.gallery**
3. Hand deliver to ART 2 art District @ Tivoli Village at 400 South Rampart Blvd, Suite 120, Las Vegas, NV 89145