

# COTTONWOOD ART FESTIVAL

## **FESTIVAL AGREEMENT**

Accepted Artists will receive a complete Agreement with Festival Rules and Regulations that will be signed and returned as part of the acceptance process. The following is an excerpt from the complete document.

For and in consideration of the privilege of being an Artist in the City of Richardson, Texas Cottonwood Art Festival (the "Festival"), the artist ("Artist") does hereby acknowledge and agree that the Jury Selection is final. The Artist agrees to comply with and obey all Festival rules and procedures, written or otherwise, including any personal direction from Festival Management if accepted into the Festival.

The Artist agrees to be present at all times during both days of the Festival, and to assume all responsibility for the Artist's property during the Festival.

The City grants the Artist a non-exclusive privilege to occupy a booth at Cottonwood art Festival to sell merchandise and/or products in accordance with the terms of this Agreement, and Festival Rules and Procedures commencing on the starting date of the Festival identified below, or the day the Festival Management notifies the Artist that the Booth is available for occupancy, whichever is earlier, and ending on the last date of the Festival, unless sooner terminated as provided herein.

To the fullest extent permitted by law, Artist hereby releases, indemnifies, and holds harmless the city, its officers, employees, agents, volunteers and representatives (collectively the "city indemnitees") from and against any and all damages, losses, cost and expenses, including but not limited to reasonable attorneys' fees and costs, incurred by city indemnitees to the extent they are:

1. Due to the violation of any ordinance, regulation, statute, or other legal requirement by vendor or any of its consultants, contractors, sub-contractors, or any of their agents and employees, as to the performance of the agreement;
2. The result of any negligent act or omission or any intentional act or omission by the Artist, its consultants, contractors, sub-contractors or any one directly or indirectly employed by the Artist or anyone for whose acts the Artist may be liable; or
3. Otherwise arising out of or resulting from the Artist's booth or arising out of or resulting from a breach of this agreement by the Artist, including such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom.

## **FESTIVAL RULES AND PROCEDURES**

### **FESTIVAL DATE/TIME/LOCATION**

Saturday, Oct 1, 10a – 6p

Sunday, Oct 2, 10a. – 5p

Cottonwood Park  
1301 West Belt Line Rd.  
Richardson, TX 75080

### **ARTIS SELECTION**

All submitted applications are reviewed and juried before acceptance is offered. Previous Festival participation does not guarantee admission and each Applicant understands that the City may reject an Applicant for any or no reason. The City reserves the right to grant exclusive rights to any product/item deemed appropriate for the Festival.

### **ARTIST PAYMENT**

Artist participation will not be confirmed until full payment and all required documents are received. An additional late payment fee may be applicable. The Artist payment to the City is not tax deductible under the federal income tax laws or otherwise. All Artist payments will be made on ZAPP and are due no later than July 12, 2022.

### **INSURANCE**

Artists are responsible for proper insurance and protection of work during Festival hours and setup. The City of Richardson or Cottonwood Art Festival is not responsible for damage to work or setup for any reason. All artists are encouraged to maintain insurance.

## BOOTH ASSIGNMENTS

Booth assignments are made after receipt of payment AND paperwork. Booth spaces and location are assigned by Festival Management, including corner booths. Double booths are very limited and will be available on a first-come, first-served basis starting the day the acceptance emails are sent. Artist requesting a double booth must indicate request at the time of booth payment. No booth assignments changes will be honored on site.

## BOOTH OPERATIONS

Artist must wear Festival credentials and be on site and ready 15 minutes before opening each day. Booth sitters are available during Festival hours if needed for a restroom or meal break.

**Age and Conduct:** Artist and/or employees must be at least sixteen (16) years to work at the Festival. Any individual working under the age of eighteen (18) years must be under the direct supervision of an adult. All Artists and/or staff must conduct themselves in a manner acceptable to Event Management. Event Management reserves the right to remove any Artist and/or employee from the Festival if operating Booth in a manner that detracts from the purpose/objective of the Festival.

**Presentation/Cleanliness:** Artist merchandise must be consistent with the images submitted in application or items will be subject to removal from Festival. Event Management strives to create a polished, professional appearance throughout the Festival. Artist will make every effort to keep the Booth clean and professional looking which includes, but is not limited to, the front entrance area, storage of supplies, appearance of Artist and the back of the booth, if visible, to the public. Event Management can require modification or removal of items in a Booth to comply with Festival standards.

## TENT

The Festival requires clean, white, commercial grade. All tents must be in excellent condition and weighted down (40 lbs. minimum per leg). "In-ground" stakes, such as straight or hammer-driven, will not be permitted without additional weights. You may use your own tent; however, if renting please have your tent scheduled to be set up on Wednesday prior to the Festival. We will provide

them with your booth number at that time.

## ELECTRICITY

Electricity requirements must be requested and paid for prior to the Festival online at the time of acceptance. See chart for electrical pricing below and add the amount needed to the payment.

Volts - Amps	Cost
110v / 20a	\$90

If incorrect amperage is used, Artist will be responsible for any damages to the City, as well as additional expenses required to make Artist's Booth functional. Costs incurred by the City will be charged to the Artist and must be paid at the Festival's conclusion. Generators are prohibited. Only outdoor-rated extension cords are permitted and must be a minimum 12 gauge with grounds for any source.

## SALES AND SALES TAX

Artist must accept cash and/or major credit cards. Artist is responsible for collecting and safekeeping its money and property and the City assumes no responsibility for lost or stolen money. The City will not provide change. Artist is responsible for collecting and reporting all taxes for sales made during the Festival and reporting them as being sold in Richardson, TX. The state sales tax rate is 8.25%. For more information on filing call 1-800-252-5555 or visit [www.window.state.tx.us](http://www.window.state.tx.us).

Located inside the Artist Packet will be a Financial Report that must be filled out with Artist earnings for both days and returned to Festival Headquarters before leaving the Festival on Sunday. This Report is confidential.

## SECURITY

The Festival site will be secured continuously throughout the duration of the Festival. Merchandise may be left overnight at the Artist's risk and responsibility. The City will provide after-hours security for the Festival area.

**By signing below the Artist acknowledges and agrees that they shall abide by all the terms and conditions of this Agreement.**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ARTIST**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Texas Sales Tax & Use Permit Number: \_\_\_\_\_

On-Site Contact Phone Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

**The City of Richardson is committed to keeping the Festival safe for everyone. To do this, Artist must provide the following information for anyone attending for simple background check (artist, collaborator, assistant,).**

Name: \_\_\_\_\_ DL# \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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Name: \_\_\_\_\_ DL# \_\_\_\_\_ Date of Birth: \_\_\_\_\_