

ART AFTER DARK LAKE NONA Artist Application and Agreement

*****ALL FIELDS MUST BE COMPLETED*****

Artist's name _____

Business name _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____ Website _____

Please list and describe in DETAIL ALL proposed items for sale, you must include 3-5 photos of items and display. Email completed application to: artafterdarklakenona@yahoo.com

ITEM NAME	DETAILED ITEM DESCRIPTION

**If additional space is needed please use other side of this sheet.

Prior to submitting an application for review, please read the entire vendor application packet and then decide if your product might qualify and if you can meet and adhere to the rules of the market. If you have never visited the market before, please do so before submitting an application. All approved vendors must obtain a "Business License" from the City in which their business is located. If the vendor does not reside within a City, vendor must obtain a Business License from the County.

By signing below, the above Artist acknowledges that application submission and approval by the Art After Dark Lake Nona Committee and the Event Director, **DOES NOT reserve an event space or guarantee event space availability.** Once application is submitted, a review and approval must be made solely by and at the discretion of the Art After Dark Lake Nona Committee. The Art After Dark Lake Nona Committee may deny any Artist that does not meet the needs of the event or event product quality standards and this is observed on a case by case basis. Event space is limited; therefore, some vendors might be placed on a waiting list. The Art After Dark Lake Nona Committee is able to cancel this agreement at any time. Artist acknowledges that such Policies and Procedures may be amended in writing in a timely manner by the Event Director and agrees to abide by the terms of any such amendments. Any violation of such amended Policies and Procedures may result in loss of rental privileges.

Hold Harmless/Indemnification/Copyright Agreement

Artist shall indemnify and hold harmless RTP Productions and Tavistock Development Company from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Artist’s use of the space(s), sale of goods or conduct of business by Artist, its agents, servants, employees, customers, patrons or invitees or any act or omission of Artist, its agents, servants, employees, customers, patrons or invitees.

Artist is responsible for all monies collected from the sale of Artist’s goods plus collecting and reporting of sales tax. RTP Productions, Tavistock Development Company and Event staff/Official Sponsors are in no way responsible for any lost or stolen monies or items.

Artist assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Artist at or related to its operations at the Event; and Artist agrees to indemnify and hold harmless RTP Productions, Tavistock Development Company, and Event staff/Official Sponsors from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Artist in connection with this Agreement and will defend RTP Productions, Tavistock Development Company, and Event staff/Official Sponsors from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida.

Signature below indicates that Artist has carefully read and understands all of the above terms and requirements and the **attached as Exhibit “A”**, Art After Dark Lake Nona Policies and Procedures, and incorporated herein by reference, and that any violation of such may result in loss of Art After Dark Lake Nona rental privileges.

Artist Signature _____

Print name _____ Date _____

All booths are 10’ x 10’. Rent is **\$27** per booth per week. Rent is collected each week at the event by the Event Manager. If paying by check, please make checks payable to **RTP Productions**. **A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

If approved as a vendor by the Art After Dark Lake Nona Committee, a representative will send the load in instructions to the email address provided on your application.

<p>*****To be filled out by authorized Event personnel only*****</p> <p>Artwork approved for festival: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Exhibit "A"

Art After Dark Lake Nona Show Event Policies and Procedures

Initials in the spaces provided in the following sections indicate that the Artist has carefully read and understands each section

PART I

GENERAL EVENT PARAMETERS

- _____ The Art After Dark Lake Nona Committee is responsible for the recruitment of Artists, distribution and explanation of Event policies and procedures, approval of artwork for Art After Dark Lake Nona, assigning spaces and executing Artists agreements. The Event Staff is responsible for the day-to-day operations of the Event and shall be Artist's point of contact for questions and issues that arise during the Event. **The Event Staff may move any Artist booth at any time for any reason.** The Event Staff reserves the right to determine whether proposed artwork meets the Event objectives and criteria for participation.
- _____ All items for sale must be approved by the Art After Dark Lake Nona Committee prior to Artist's use of space at the Art After Dark Lake Nona. Artist is given a non-exclusive right to sell such items and in no way does the Stroll Committee's approval constitute granting of an exclusive right to sell such items. The Event Staff may increase or decrease the size of the Event in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.
- _____ The size of rental spaces available are 10' X 10'. The rental fee for booth space is **\$27** per event, tax included. The Event Staff determines where each Artist is placed within the Event and may limit the number of spaces to be used by any one Artist. **No Artist space is permanent and may be moved or removed at any time by Event Staff.**

SET-UP AND BREAK-DOWN/EVENT OPERATIONS

- _____ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to RTP. Vendors will have from **4:00pm** until **5:30pm** to load in their booth for set up. No Artist may enter the Event area to set up prior to **4:00pm** unless Art After Dark Lake Nona Committee has approved such early entry to the Event.
- _____ All booths must be completely set up to display at **6:00pm** and stay open with complete set up until the close of event. If Artist breaks down early without permission from Event Manager, this may result in permanent dismissal from the Event. Artists must tear down tables and tents and pack all supplies before getting their vehicle. **Whenever the vehicle is in motion within the designated event area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of patrons, pets and other Artists booths. When in designated Event area, Artist should drive no faster than walking speed, about 4 miles per hour.**
- _____ Artist must unload their vehicle completely, then they must park their car in the designated Artists area. (Vendors should not park in the parking garage) After the close of the market, all vendors should pack their vendor booths completely including tent prior to retrieving their car.

PART II

MANDATORY

- _____ Artist must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and disposing trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Artist MUST contact the Event Staff.
- _____ Artists are responsible for all set up materials including, but not limited to, tents, tables, umbrellas, chairs, signage and tablecloths. The Art After Dark Lake Nona Event **requires vendor to use a tent unless prior approval from the Committee is received. All tables must be covered with fitted tablecloths so no table legs show.** Tents used must comply with Orange County Code provisions regarding tent usage.
- _____ Signage must be properly displayed with Artist's business name by either an easel, A-frame, or hung securely on tent structure. **No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways.** Hand written signs are only permitted on a dry eraser board or chalkboard. Event Staff has the right to ask Artist to change signage at any time to meet these requirements.
- _____ Artist shall maintain their booths in a neat, organized manner, free from clutter.
- _____ All Artists are required to have a plastic drop cloth or tarp for possible sudden rain. **20 Lb. weights PER LEG are also mandatory.** At no times are any stakes to be used to secure tents (**see for detailed instructions PART IV INCLEMENT WEATHER**).
- _____ Collection of sales tax, when required by the State, is the responsibility of the Artist.

PART III

PHOTOGRAPHS/VIDEO/LOGOS

- _____ Artist gives consent to Art After Dark Lake Nona to photograph or video any Artists or Artist artwork for the use of advertising or promotion of the Event. All images will become the property of The Art After Dark Lake Nona.
- _____ The Art After Dark Lake Nona logos and images may not be used for any purpose without the written consent of the Event Staff and the Art After Dark Lake Nona Committee.

ENFORCEMENT OF RULES

- _____ Violation of any general public safety rules or Event policy listed in this Agreement by Artist or Artist's staff or exhibition of improper behavior may result in termination of event participation. Artist shall generally be given a written warning as a courtesy from the Event Staff of any such violation but is not required prior to termination. The Event Director and/or Event Staff may remove the Artist if such violation(s) occur without warning.
- _____ Artists shall conduct themselves in a courteous and professional manner with other Artists, Event personnel and Event patrons. Failure to do so is cause for immediate removal from the Event. Under NO circumstance may any Artist approach another Artist to discuss Artist's activities, or operational issues. ALL concerns or complaints must be made to Event Staff on duty.

PART IV

INCLEMENT WEATHER

The Event Director and Event Staff's prime concern is safety during bad weather conditions, such as wind, rain, and lightning. The following policies will be enforced each day of the event. It is understood that the prime concern for the Artist is the preservation of artwork, thus the following policies have been established.

The Event Staff will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether or not the Event shall remain open.

- _____ Lightning observed within a 10 mile radius of the Event calls for automatic closure of the Event.

- _____ It is recommended that the Artist devise a “Quick Break-Down Plan” to maximize the speed and protection of merchandise when poor weather occurs.
- _____ The Artist shall NOT break-down or independently end its Event day without the consent of the Event Staff. It is correct Event procedure to follow through to the completion of the Event day. An Artist’s election to end the Event day early may result in permanent dismissal from Event.
- _____ **The Artist is required to have and use each Event day, 4 tent weights, one for each tent leg. Each weight MUST BE AT LEAST 20lbs.**
- _____ The Artist is required to have available a large tarp or tarps located in their booth at all times during the Event day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during “Quick Break-Down.”
- _____ The Artist is permitted to at any time protect merchandise by covering with a tarp or using tent sides during sudden weather changes.
- _____ During windy or gusty weather, the Artist must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during “Quick Break-Down.”
- _____ Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.
- _____ In no way are RTP Productions, Tavistock Development Company, and Event staff/Official Sponsors responsible for any missing and damaged artwork or tent set up.

