

Dahlonega Arts Council's Artist Marketplace

Vendor Contract

This contract is for participation in the 2011 Dahlonega Arts Council's Artist Marketplace (hereinafter "Artist Marketplace") and is made and entered into this _____ day of _____, 201_____, between the Dahlonega Arts Council and

_____(Vendor).
 Vendor desires to participate in the 2011 Artist Marketplace by providing
 (TYPE OF ARTWORK)

for sale to the general public who attend the Artist Marketplace.
 Vendor will provide a detailed description of any and all artwork that the artist wishes to sell in the above space or in a separate attachment. Note: Artwork must be of a "handmade" nature and is subject to approval by the Dahlonega Arts Council. "Resale" items are prohibited.
 Vendor will provide three photographs of artwork to be e-mailed at the time of application to Artist Marketplace Contact Representative (see page 3).
 Artist Marketplace desires to have Vendors participate in the Artist Marketplace. A vendor must be a resident of Lumpkin County or an adjacent county.
 Vendors will be located at Hancock Park in Dahlonega, Georgia. Space assignment is be provide upon arrival.
 Vendors may set up at 8AM on Artist Marketplace event days.
 Vendors must promptly remove displays and all property (including all brochures/advertising give a ways) after the conclusion of the Artist Marketplace. The time period for removal is 3PM except during approved festival dates.

WHEREFORE, the parties agree as follows:

1. **TERM:** The term of this contract is from the date it is signed by both the artist and a Dahlonega Arts Council officer board member until the end of the Artist Marketplace season of that year.
2. **COST OF PARTICPATION:** Vendors will pay fees in accordance to the fee structure adopted by the Dahlonega Arts Council for 2011 for a 12 ft x 12 ft display area at the Artist Marketplace. Payment must be submitted with the contract. Checks should be made payable to: The Dahlonega Arts Council.

Membership to the Dahlonega Arts Council is required in order to apply for passes to the Artist Marketplace. Membership is a 12 month membership and cost of membership is \$25.00 for a calendar year. Pass fees DO NOT include the required membership fees.

Fee Structure for Passes for 2011 for the Artist Marketplace:

Pass Type	Period of Pass	Conditions of Pass	Fees for Level of Pass
Gold Pass (6 month pass)	6 month Pass inclusive from May - October 2011 which includes any and all festivals occurring on those months when participation of the Artist Marketplace would be held.	Vendor MUST have exhibited at the full 6 month level (Silver Pass) in the 12 months prior to qualify for Gold Pass. Vendor must have an active booth and be present for a minimum of one week during any exhibition calendar month. Vendor must purchase pass prior to June 1, 2011.	\$150
Silver Pass (6 month pass)	6 month Pass inclusive from May-October 2011 which includes any and all festivals occurring on those months when participation of the Artist Marketplace would be held.	Vendor must exhibit from the date of approved contract until the end of season. Vendor must have an active booth and be present for a minimum of one week during any calendar month.	\$240

3. **RESPONSIBILITIES OF VENDOR:** Vendor will:
 - a. Participate in the entirety of the Artist Marketplace.

- b. Provide all the necessary equipment (including table & tent) to successfully market and sell Vendor's product throughout the entire Artist Marketplace.
- c. Provide enough products to meet public demand throughout the Artist Marketplace.
- d. Provide adequate staffing to effectively market and sell Vendor's product during Artist Marketplace hours on Saturdays during the months of May through October from 8 AM until 2 PM therefore defining the booth as fully operational.
- e. Provide adequate staffing for timely take down at the conclusion of the Artist Marketplace.
- f. Participate for a minimum of one week period in a contract period month. If the vendor does not have a fully operational booth for one week's exhibition during the calendar month, their pass shall be revoked for the remainder of the calendar year.
- g. have the artist at the booth for exhibitions. It is the intention of this event to be held by artists. If an artist cannot work at an exhibition, it is their responsibility to notify the DAC or Artist Marketplace Committee of their proxy. Excessive use of proxy manpower will be determined by the DAC or Artist Marketplace Committee, and their decision is final. Penalties for excessive use can result in suspension or revocation of pass privileges.
- h. have one artist display per booth. However, collaborative efforts by family members or business partners are allowed, subject to approval.

4. RESPONSIBILITIES OF ARTIST MARKETPLACE: Artist Marketplace will:

- a. Provide minimum 12 ft x 12 ft space for Vendor to set up their table to display and sell product in the Artist Marketplace venue.

5. QUALITY STANDARDS: Vendor will maintain assigned space the agreed upon days of the Artist Marketplace in a clean and orderly fashion and will abide by all Rules and Regulations of Artist Marketplace, and all local, state and federal codes, regulations and statutes.

6. TERMINATION: Notwithstanding the stated term, this contract may be terminated by either party, for cause, consisting of a material breach of terms and conditions of this contract.

7. LEGAL LIABILITY: Each party will be responsible for its own actions or failures to act that are the proximate cause of damage or injury to the other party or to the public in attendance of the Artist Marketplace.

8. INDEPENDENT CONTRACTOR STATUS: Vendor shall function at all times and in all respects as an independent contractor. Nothing herein shall be construed to create an employer-employee relationship. Neither the Artist Marketplace nor the Vendor is authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other.

9. INSURANCE: The risk of loss, damage and theft of Vendor's product shall be borne by Vendor and Vendor shall be solely responsible to insure against such loss to its satisfaction.

10. SEVERABILITY: In the Artist Marketplace one or more of the provisions contained in this contract are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

11. ASSIGNMENT: This contract may not be assigned or transferred by Vendor or The Dahlonge Arts Council.

12. COMPLETE UNDERSTANDING: This contract contains the entire understanding of the parties and supersedes all prior oral or written representations and statements between the parties.

13. AMENDMENT: This contract may be amended only by written agreement of both of the parties.

14. APPLICABLE LAW: This contract shall be interpreted according to the laws of the State of Georgia.

MUST BE PRINTED:

Artist/Vendor Name of Applicant

Georgia Sales Tax ID#

Address

City, State, Zip

Phone #

Cell #

E-mail

LEVEL OF PASS (Must Circle ONE) :

GOLD (2010 full -season participating artists only)

SILVER (new 2011 artists)

Artist/Vendor's Signature

Date: _____

Approval Signature of DAC Board Officer

Date: _____

Receipt of funds: \$ _____ Date: _____
(checks only, please do not mail cash payments)

A COPY FOR YOUR RECORDS WILL BE EMAILED TO THE EMAIL ADDRESS LISTED.
The Dahlonega Arts Council
P.O. BOX 784
Dahlonega GA 30533

DAC Artist Marketplace Contact Representative 2011 is Brenda Steele 706-482-8228. Please e-mail three photographs representing your artwork to: uniquebeadsbybrenda@yahoo.com