

Terms and Conditions

arizona
Fine Art Expo

- EXHIBIT SPACE:** The Arizona Fine Art EXPO, herein the EXPO, shall make available to the Artist a basic exhibit studio, herein the studio, for the expressed purpose of working, displaying, and selling of that Artists works. The Artist agrees to occupy his/her exhibit space and to be present daily to work the Artist studio for the duration of the EXPO, or make arrangements acceptable to the EXPO in his/her absence. If an Artist has an associate/family member watch their studio in their absence, it is required that these representatives read and understand all rules and regulations. If the Artist, for any reason, abandons or does not occupy the exhibit space, the EXPO may occupy or make the space occupied as it deems necessary in the best interest of the EXPO. The Artist will have no recourse except as expressly provided for in the fee payment and cancellation policy stated below.
- ARTWORK:** The EXPO is a working art studio. The Artist agrees that the work displayed will be his/her own work and of the quality as originally juried by the Arizona Fine Art EXPO. Seventy five percent (75%) of the artwork will be original permitting only twenty-five percent (25%) limited edition prints or giclee's. The Artist authorizes the EXPO to use Artist's image and the image of his/her artwork for advertising and promoting of the EXPO. The Artist is responsible to deliver and maintain sufficient artwork within the studio, and sculpture garden where applicable, as to present a professional ambiance acceptable to the EXPO. At the conclusion of the EXPO, the Artists are responsible for the take down and removal of the artwork and materials from his/her studio and return the studio space to its original condition. The EXPO will dispose of any remaining items and the Artist will be charged for this service.
- PROFESSIONALISM:** The EXPO never will have a second chance to make a first impression, therefore, we expect all Artists to dress professionally, business-casual.
- SALES/COMMISSIONS/CHARGES:** The EXPO shall handle the sale of all art and sculptures through a central sales office, charge a twenty percent (20%) commission and pay the balance to the artists as described below in #14. **The Artists will be responsible for all credit card fees charged by the credit card companies.**
- PAYMENTS/DEBITS:** The EXPO agrees to make payment to the Artist for art sold within fifteen (15) days of sale and collection of funds. The Artists agree that any uncollectible funds already paid to the Artists will be returned to the EXPO.
- PERFORMANCE AND RETURNS:** If an Artist accepts a commission or agrees to ship artwork and receives payment and does not perform, the Artist agrees to return all payments for that transaction to the EXPO.
- INSURANCE AND LIABILITY:** The EXPO shall not provide property or liability insurance for Artist. Artist expressly releases EXPO and the landowner on whom the EXPO is held from any and all liability for damage, injury or loss to any person or goods, which may arise from exhibiting at the EXPO, and agrees to hold EXPO harmless of any loss or damage by reason thereof. We encourage the Artists to provide his/her own property and liability insurance.

8. **FACILITY AND STUDIO:** EXPO will furnish to the Artist basic facilities to include a tented studio structure with general lighting, electrical to the studios, restrooms, carpeting, sales personnel, security for non-show hours, and black painted Artist display panels. Artist may decorate his/her designated studio as desired. Any proposed alterations of the Supplied Artist panels must be approved by EXPO prior to any changes. Artist will be responsible for damage to their studio and be assessed the replacement cost accordingly. Artist shall furnish all of their own display materials, lights and fixtures necessary for the proper and professional ambiance of their studio. Only authorized electrical equipment may be used.

9. **LIABILITY:** The EXPO shall be held harmless and not responsible for refunds in failure to fulfill this contract for any reason such as strike, boycott, fire, any act of God, labor troubles, delay of commercial carriers, restraint of public authority, or for any other reason, similar or dissimilar, beyond the control of EXPO. If for any other reason than those stated above, the EXPO is cancelled by the EXPO, the Artist shall be given a full refund of monies paid at the time of cancellation.

10. **SECURITY AND CODES:** Artist agrees there will be no illegal drugs or distilled liquor or firearms permitted on the grounds, will abide by all security requirements, local ordinances, and fire codes and that EXPO has the right to enforce same. No political, religious, discounted or sales signs will be allowed. All signage must be pre-approved by the EXPO.

11. **CHILDREN AND PETS:** The EXPO is a place of business, meaning no children, especially, no pets during business hours.

12. **STATE TAXES:** All art sold is subject to State and City sales tax and will be collected at time of sale.

13. **COMPLIANCE TO TERMS AND CONDITIONS:** Artist must abide by all show terms and conditions. Failure of an Artist to adhere to same or acts in any manner that is not in the best interest of the EXPO, is subject to the contract being terminated without notice and without rebates of any kind.

14. **PAYMENT SCHEDULE AND CANCELLATION:**

A. **PAYMENT PLAN:** For those Artists that did not pay in full but elected the payment plan, Failure to make necessary payments to the enclosed schedule, at the EXPO's option, this agreement is subject to cancellation by notifying the Artists in writing.

B. **CANCELLATION CHARGE:** Cancellation charges will be assessed as follows:

1. July 1st thru Sept 30th - 10% of the fees.
2. Oct. 1st thru Nov. 1st - 50% of fees.
3. After Nov. 1st – No refund.

Signature of Artist: _____ Date: _____