

# 2017 DLC Artist's Market – A Phoenix Forward Program

## Vendor Information

The 2017 DLC Artist's Market will take place each Saturday from June 3, thru July 29. The Market will be in Phoenix Park, in conjunction with the Phoenix Forward project. The hours for the Market will be 10:00a.m. – 12:00p.m.

### Booth Information & Product

- The booth display size is 10' x 10'.
- The artist is responsible for providing everything necessary, including all display structures, chairs, tables, etc. No electricity will be provided and we are strictly prohibited from tapping any nearby outlets.
- All participants will chose their spaces on a first come, first served basis. Any spaces must be approved by the DLC prior to set-up. No assignments will be made before 9:00am, and the DLC reserves the right to move any artist who sets up without approval. DLC reserves the right to change the "first come, first served" policy to one with predetermined booth spaces at any time during the event series.
- The arts and crafts that will be sold must be the original work of the artist, and the artist must be onsite. Any retail, imported, or consigned products are prohibited. Final decision on appropriateness of product lies with the Downtown Lexington Corporation.
- The Downtown Lexington Corporation does not have a "no compete" policy among vendors. While we try not to fill the market with all of the same product, there is enough space for multiple vendors of the same general craft, i.e. jewelry, pottery, clothing. If this is a concern, please contact the DLC prior to submitting your application.

### Loading & Unloading

- You may pull up along Main Street for loading and unloading only. **You will be allowed to stop for 10 minutes to unload and must unload no later than 9:30am.** Please be prepared to provide your own handcart, wagon, etc., to unload and load, as these items *will not* be provided. No Artist Market vendor vehicles will be allowed to remain parked on Main St.

### Kentucky Sales Tax

- Tax forms will be available throughout the year. For more information on taxes, call (502) 564-0889.
- Each exhibitor is responsible for collecting and reporting Kentucky State sales tax (6% of sales).
- To obtain a business tax ID # an/or KY sales tax forms, contact the KY Dept of Revenue, Division of Sales and Use Tax at 502-564-5170 or visit <http://revenue.ky.gov/business/salesanduse.htm>

### Selection & Notification

- This is not a juried show; however, the DLC reserves the exclusive rights to evaluate the sample photos for quality and originality, to question the artist about their products and to deny any artist entry for any reason.
- Reservations for each day are made on a first-come, first-serve basis. Notification to the artists will be made via e-mail only.

### Fees

- There will not be a fee to participate in this market in 2017. We will require that all vendors submit a credit/debit card number and, if in the event a vendor fails to show up for a scheduled event, the vendor will be charged a "no-show" fee of \$50.00.



## 2017 DLC Artist's Market Contract

**This agreement is entered into, by and between the Downtown Lexington Corporation and the artist named below.**

***The artist will comply with the following regulations:***

1. If the artist intends to sell merchandise for profit, the artist must have a social security or tax identification number and is responsible for the collection and payment of all applicable sales tax to the Revenue Cabinet of the Commonwealth of Kentucky.
2. All participants will choose their spaces on a first come, first served basis. Any spaces must be approved by the DLC Event Coordinator prior to set-up. **No assignments will be made before 9:00am, and the DLC reserves the right to move any artist who sets up without approval. DLC reserves the right to change the "first come, first served" policy to one with predetermined booth spaces at any time during the event series.**
3. All work **must be the original work of the artist. NO retail or resell** items allowed. The Artist's inventory is subject to inspection and review by a DLC representative and if manufactured products are found, the items will be subject to removal, and the Artist risks forfeiture of the booth space **with no refunds.**
4. Artist will provide their own equipment and set-up to the approval of the DLC.
5. Artist space must be left in a condition equal to or better than the condition it was found in prior to set-up.
6. Artist may place signage on their booth only.
7. This participation fee is deemed fully earned upon payment and no refunds will be made.
8. In the event of heavy rain and/or thunderstorms, the Artist's Market may be cancelled. However, if an artist is equipped to set up in the rain, the artist may do so at their own discretion.
9. The Artist's Market Committee reserves the right to refuse participation to any artist who does not comply with the terms and conditions of this agreement.

The Downtown Lexington Corporation ("DLC") may make such reasonable rules and regulations from time to time, before and during the DLC Artist's Market, as it shall deem necessary or desirable and the Artist represents and warrants that Artist shall abide by such rules and regulations. The Artist will be advised thereof to the extent possible prior to the opening of DLC Artist's Market and will be advised during the course of the event of any additional rules, regulations and requirements made pursuant hereto. Any violation by the Artist, its employees, agents or representatives of such rules and regulations or any conduct by the Artist, its employees, agents or representatives which, in the absolute and sole discretion of the DLC, is objectionable or detracts from the dignity of DLC Artist's Market, shall constitute a breach of agreement and, in any such event, without waiving any other right of account hereof, the DLC may remove from the DLC Artist's Market the Artist or any or all of its employees, agents or representatives. The decision of the DLC in connection with any action taken by it or on its behalf shall be final and binding. Further, the Artist represents and warrants that the Artist has obtained all licenses, trademarks, copyrights, and right of publicity or privacy with respect to any and all content of the Artist's performance.

By signing this Application, the Artist agrees to indemnify and hold harmless the DLC, its members, officers, directors agents and employees, all co-sponsoring organizations and individuals and all persons acting for the DLC ("DLC Indemnified Parties") from and against any and all claims, demands, obligations, damages, recoveries, liabilities, losses or deficiencies, whether accrued, absolute, contingent, known, unknown or otherwise (including, without limitation, any and all penalties, interests, reasonable attorneys' fees and other costs and expenses relating to any and all actions, suits, proceedings, demands, assessments and judgments), whether brought by the parties hereto or a third party, made against or incurred by any of the DLC Indemnified Parties, which arise out of, result from or related to: (i) any actual or alleged infringements or violations of any trademark, copyright, trade secret, right or publicity or privacy (including, but not limited to, defamation) patent or any other proprietary right, with respect to any and all content of the Artist's performance; (ii) any misrepresentation, breach of warranty, breach of

covenant or non-performance on the part of the Artist under this Agreement; (iii) any liabilities arising from the Artist's acts and omissions in connection with the Artist's performance, including, without limitation, to the generality of the foregoing, liabilities for salaries, wages, commissions and expenses of the Artist's employees and agents, liabilities of any nature on account of injury or damage to person or property by the Artist; and (iv) any negligence or willful misconduct of the Artist.

If there is more than one member of the Artist group, this contract is applicable to all members of the group. Performing with the undersigned at the DLC Artist's Market by each member of the group constitutes a signature on this contract and states his or her understanding and agreement to the terms and conditions outlined herein.

The invalidity or unenforceability of any provision set forth in this Agreement shall not affect the other provisions of this Agreement, which shall be construed in all respects as if such invalid or unenforceable provisions were omitted or modified (consistent with the expressed intention of the parties hereto) to the extent necessary to make such provision valid and enforceable.

This Application does not create and may not be construed to create any joint venture or partnership between the parties. The Artist shall not hold himself out to third parties as an employee of the DLC, and shall have no authority to bind or commit the DLC, legally or otherwise. No officer, employee, servant of either party will be deemed at any time to be an employee, servant or agent of the other party.

This Agreement is executed and delivered, and shall be governed, enforced and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Eastern District of Kentucky or any state court in Fayette County, Kentucky, having jurisdiction over the subject matter of the dispute or matter.

All parties to this Agreement hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

By signing this Application and agreement, the signatory represents and warrants that such person reviewed and understood the terms and conditions and has the full right and authority to execute and deliver this Application and agreement on behalf of the Performing Artist or Group.

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

Signature of Person Signing on Behalf of the Artist/Group: \_\_\_\_\_

**Please send application and contract to:**

**Downtown Lexington Corporation  
Attention: DLC Artist's Market  
P.O. Box 1179  
Lexington, Kentucky 40588**

**Or fax the application with credit card payment to 859-231-7333**

**For more information, contact Laura Farnsworth, Senior Event Coordinator, at  
laura@downtownlex.com**