



# ST. MARY'S ART CENTER

## 2019 HOLIDAY FAIRE CONTRACT

I (Artist/Vendor), \_\_\_\_\_, agree to adhere to the terms stated in this 2019 Holiday Faire Contract. I acknowledge that failure to abide by the terms of the Contract shall be considered a breach of contract that may result in the loss of privileges including, but not limited to, expulsion from the event, without recourse or refund.

If I assign an Agent, that Agent is hereby granted permission to act on my behalf with regards to all aspects of the Artist/Artisan Works and Sale thereof. I understand that I am legally bound by the actions of my designated Agent.

I understand that I and/or my Agent are fully responsible for the appropriate collection of Sales/Use Taxes and submission to the State of Nevada or other required governmental agencies. St. Mary's Art Center shall not be liable or responsible for collection, reporting or payment of sales/use tax for any sales of my artwork.

### ARTIST INFORMATION

Artist/Vendor Name:
Street/Mailing Address:
City/State/Zip Code:
Phone Number:
Email Address:
Website:
Type of Work for Sale:

FEES	QUANTITY	10% STOREY COUNTY ROOM TAX	TOTAL
Early Registration Table Fee (register by October 31 <sup>st</sup> ) - \$35 each		Not Applicable	
Standard Table Fee - \$40 each			
Single Guest Room (1 Bed) \$65/night			
Double Guest Room (2 Beds) \$85/night			
Donation to St. Mary's Art Center (optional)			
TOTAL			

Contact: A. Perry, Executive Director  
PO Box 396  
Virginia City, NV 89440  
775.847.7774 Office  
775.440.0992 Cell

## HOLIDAY FAIRE CONTRACT TERMS:

Artist/Vendor (herein known as “Artist”) and St. Mary’s Art Center (hereinafter known as “SMAC”) agree:

1. Holiday Faire Open Hours are Saturday December 7<sup>th</sup> and Sunday December 8<sup>th</sup> from 10am – 4pm.
2. Entry Fee & Registration is due no later than December 2<sup>nd</sup> at 5pm unless otherwise agreed with SMAC Executive Director.
3. Tables and chairs will be provided and set up by SMAC for use as agreed in this Contract (see Page 1). The Artist may not move the tables or other furniture without the express approval of the SMAC Executive Director. Tables may be specifically assigned by St. Mary’s Art Center at our discretion to accommodate a variety of factors including, but not limited to, accessibility, collaborations or diversity of artwork per area.
4. The Artist will deliver and set up their table(s) between December 6<sup>th</sup>, 1pm – 6pm and/or December 7<sup>th</sup>, 8am – 10am, unless staying overnight at SMAC. Artists staying the night in the art center are welcome to set up their tables that evening at their leisure, completion no later than 10am on December 7<sup>th</sup>.
5. The Artist will break down their work and clear their space of debris, decorations, etc. by 5:30pm, December 8<sup>th</sup>.
6. The Artist MAY NOT hang any work from the walls of the building or any other SMAC surface in any way, move furniture or existing artwork.
7. The Artist agrees all work sold at their table(s) are their original work. If an Artist intends to sell another Artist’s work, this requires the signature by the original Artist and assignment of Agent in a separate 2019 Holiday Faire Contract.
8. SMAC does not carry insurance to cover the Artist’s work. It is the responsibility of the Artist to obtain any desired insurance. The Artist assumes all liability of theft, damage, destruction or loss of their works and agrees to hold SMAC and its staff and volunteers harmless.
9. All work sold by the Artist at the Artist’s rented table are the responsibility of the Artist. The Artist retains 100% of any sales from their table(s). The Artist is solely responsible for the appropriate collection, reporting and payment of Sales/Use Taxes to the appropriate government agencies.
10. Artists renting a guest room during this event for their overnight stay agree to the standard Guest Room Rental Contract and abide by its rules, terms and conditions.
11. Artists are welcome to bring someone to assist in managing their table(s) and sales. Two chairs are available with each artist registration.
12. Children are welcome to attend the Faire as guests as supervised by other adults also attending as guests. Please do NOT bring children to sit at the tables as participants unless approved by the Executive Director. Seating and traffic space are limited and we must keep table areas professional and accessible. Children may not be left unsupervised at any time.
13. SMAC will refund 50% of the registration table rental fee up to 72 hours before the event. Cancellations received after this deadline will not receive refunds unless agreed with the SMAC Executive Director.

14. In consideration of SMAC granting permission to use its premises and facilities, Guests and Users waive all claims for any liability including injury, loss from theft, vandalism, accidents, or acts of God that may be sustained at SMAC. The Guests and Users assume the risk of all conditions in and about the facility and expressly release Storey County, its officers, agents, and employees and St. Mary's Art Center, Inc., its officers, members, employees, contractors and volunteers from any and all liability.

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Artist Name Artist Signature

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Agent Name Agent Signature

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Date

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St. Mary's Art Center Signature

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Date