



2022-23 Artist Application

Name (Individual and Business): _____

Artistic Medium: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: Work _____ Home: _____ Cell: _____

e-mail: _____ Website: _____

Price range of work: From _____ to _____

Have you participated in Art on Main Street? Yes No

If no, list any juried art shows you have participated in: _____

California Resale Number: _____ (Attach copy of permit to application)

A La Quinta Business license is will also be required to participate in AOMS shows.

2022-23 Art on Main Street shows are on 8 Saturdays from 10:00 a.m. to 4:00 p.m. Place an X next to show(s) you are requesting.

- | | |
|---|--|
| <input type="checkbox"/> November 26, 2022 (Thanksgiving Day Weekend) | <input type="checkbox"/> February 4, 2023 |
| <input type="checkbox"/> December 10, 2022 | <input type="checkbox"/> February 18, 2023 |
| <input type="checkbox"/> January 7, 2023 | <input type="checkbox"/> March 11, 2023 |
| <input type="checkbox"/> January 21, 2023 | <input type="checkbox"/> March 25, 2023 |

Artists may be invited for some or all of selected dates pending number of qualified applicants per category. **New artists** are asked to submit an artist's bio or resume, 3 digital photographs of work & display. In person reviews may be requested. Label e-mail subject line as follows: Artist's name, Art on Main-Photos.

Artists provide their own umbrellas or tents. If selected to participate:

- I will use an Umbrella display. I will use a tent (pop-up).
 I require a double booth. (\$180) I require electricity.
(Note: Single booths are \$90.00; Limited double booths are available.)

Additional comments/requirements: _____

Signature: _____ Date: _____

Artist Participation and Payment: Terms and Conditions

The following terms and conditions apply to the 2022-2023 Art on Main Street (AOMS) shows. Please read them carefully. Your signature is required at the end of this form and it needs to be submitted with the application to be considered for show participation.

1. Participation Fees

- a. **Booth fee:** Artist agrees to pay the standard booth fee of \$90 or a double booth fee of \$180 per event **no later than 30 days prior to the event date**. This agreement is only a license and does not constitute a lease of real property. Old Town La Quinta LLC (OTLQ) reserves the right to cancel an artist's confirmation to participate and release the reserved space to a wait-listed artist if fees are not received on time. Fees are non-refundable for cancellations and for no-shows. Exceptions for medical or family emergencies are made as appropriate. No-shows exclude future participation. Artist understands there will be no refunds of fees or portions of fees as a result of the show's early closing or cancellation due to inclement weather, dangerous conditions, acts of God or closure by a civil authority.
- b. **Show fees:** Artist agrees to pay Old Town La Quinta LLC 20% of all sales (excluding tax) made or commissioned as a result of the show. Old Town La Quinta's receipt of this fee is not intended to constitute, nor shall it be construed as such, a partnership or joint venture. Artist is responsible for paying all applicable California Sales Tax including the City of La Quinta, which requires a City of La Quinta Business License. Artist agrees to report their sales on receipts provided by OTLQ and to pay the 20% fee at the conclusion of the show by credit card, cash or check. Artist agrees to comply with all financial reporting instructions and to fully complete sales receipts to include all purchaser information. Artist understands there will be no refunds of fees or portions of fees as a result of the show's early closing or cancellation due to inclement weather, dangerous conditions, acts of God or closure by a civil authority.

2. **Artist Presence:** Artist agrees to be present or have a knowledgeable representative in booth during show hours (10:00 a.m. to 4:00 p.m.).
3. **Representation of Original Artwork:** Artist agrees that all work displayed and for sale to the public at AOMS has been designed and executed by the accepted/confirmed artist. Buying art or jewelry made by someone else and reselling it at the show is prohibited unless approved by AOMS in advance of the show. Artist may only display and sell work in the medium applied for and confirmed. Misrepresented work will be removed at the sole discretion of OTLQ/AOMS and will disqualify artist from future shows.
4. **Sales and Solicitation:** Artist is not permitted to sell, promote or solicit any other goods or services at AOMS before, during or after the show(s) except the artwork that has been approved by the application process. Any exception such as cross-promotion of other art or charity events must be approved by the Director of Art on Main Street in advance.
5. **Rules and Professional Conduct:** Artist agrees to abide by all OTLQ, state and local rules, regulations and laws applicable to AOMS as well as all terms of any agreement restricting Artist's participation in events such as AOMS. Artist agrees to represent self, AOMS and OTLQ in a professional manner. This includes employing appropriate safety for the public and one another's protection. Artist agrees that if artist must abandon their display due to a personal emergency, OTLQ will make every effort to assist in securing the display, but OTLQ will not assist with sales on artist's behalf or be held liable for loss of sales or protection of artist's personal property or artwork.

6. **Load-in, Set-up, Tear-down, & Load-out:** Artist must comply with load-in, tear down and load-out rules and complete this process at his/her own expense. Load-in begins at 6:30 a.m. Artists must check-in by 8:30 a.m. or risk losing their space. Break-down and removal of display must occur promptly at 4:00 and completed by 5:30 p.m. Bringing an assistant to help is encouraged. Artist agrees to adhere to OTLQ policies regarding load-out. All displays must be broken down and packed prior to retrieving vehicle for load-out. Artist will also respect the need to be off the premises of OTLQ in a timely manner to allow OTLQ patrons parking access.
7. **Required Permits & Licenses:** Artists agrees to have the valid licenses available for inspection in their booth during all show hours. If these documents are not available, this is grounds for removal from the show.

California's Seller Permit – Artist agrees to obtain a California Resale Permit adding the Old Town La Quinta address as a selling location: 78100 Main Street, La Quinta, CA. 92253. Artist must present California Seller's Permit number in writing on the Artist Application along with a copy of the Permit.

City of La Quinta Business License – Artist agrees to obtain or have an up-to-date and valid City of La Quinta business license and to submit a copy with the confirmation agreement if accepted to the show.

8. **Use of Images:** Artist understands and agrees that artist's name and likeness, photographs, videos, and other recordings of artists, their displays and artwork by OTLQ/AOMS and staff may be used for any current or future promotional, advertising, archiving and/or educational purposes without remuneration or attribution to the Artist. Photographs, video and other recordings taken by Artist or Artists' parties or as a result of participating in Art on Main Street are subject to scrutiny and approval of Old Town La Quinta in its sole and absolute discretion. OTLQ may require any images or recordings it deems inappropriate or otherwise unacceptable for any reason to be removed from public view. Failure to comply may result in removal and exclusion from future events, or the exercise by OTLQ of its legal remedies against the Artist.
9. **Display Requirements:** Artist agrees to adhere to the exhibition and display requirements including the proper staking of canopies. These requirements are for the safety and protection of artists, patrons, and artwork. Artist is aware that booth locations at OTLQ offer 360 degree views. Artist must keep his/her vicinity neat and free of trash or debris. Stockpiling, storage of equipment, artwork, boxes, materials, supplies, unsightly items, and items deemed unrelated to the business of selling art is prohibited in spaces where those items are on view to the public or to retail stores and patrons behind or around the booths. Artist supplies white tent or solid color umbrellas and display tables with floor-length, preferably black tablecloths.
10. **Space Designation:** OTLQ has the right to designate the space location to the artist and to change it at any time. Requests for specific spaces are considered but not guaranteed. Artist is required to fit work/display within the size of the space (10x10 or 10x20) purchased by artist without imposing on neighboring artists to move or make adjustments to their display. Failure to comply will result in removal from show.
11. **Parking Fields:** Artist will comply with designated parking instructions distributed prior to each show which prohibit parking in prime customer spaces.

12. **Attorney Fees:** Artist is responsible for any attorney fees resulting from his/her failure to comply with the terms of this agreement as well as any laws, regulations and codes of conduct and OTLQ's right to dismiss artist from show and premises at any time without cause.
13. **Liability & Release:** Artist has read and agrees to all terms and conditions of participation in AOMS 2022-23. Artist understands that there are risks inherent to their participation for Artists, assistants and patrons, including but not limited to damage, theft of artwork, displays, equipment, vehicles, personal injury and death. Artist hereby releases, indemnifies and holds harmless OTLQ, the City of La Quinta and all affiliates and designees from any claims, losses, liabilities, demands, damages, theft or costs including attorney's fees, and for any injury suffered before, during or after AOMS or as a result of acts of omission, foreseen or unforeseen and however caused, and for the Artists artwork, equipment or materials without having to prove artist's negligence. Artist hereby releases AOMS, OTLQ and the City of La Quinta and all affiliates from all actions, claims, demands that he/she, his/her assigns, heirs, legal representatives now have or may hereafter have for injury, death, damage to, or theft of personal property, equipment or artwork. Artist shall carry liability, personal injury, and theft, and damage/loss insurance for their artwork, their personal protection, their assistants and their customers' protection.
14. **Knowing & Voluntary Execution:** Artist has carefully read this Agreement and fully understands its contents. Artist understands that failure to comply with the regulations will result in IMMEDIATE removal from AOMS. OTLQ/AOMS retains the right to discharge any participant without cause at any time. Artist is aware that all decisions of OTLQ/AOMS are in its sole and absolute discretion, final and may not be arbitrated. This is an enforceable contract and release of liability between Artist (and Artist Parties) and OTLQ and its affiliated organizations and Artist signs this agreement of Artist's own free will. As used in this agreement, the term 'Artist Parties' shall mean and collectively refer to Artists' employees, agents, customers, visitors, invitees, licensees, contractors and designees.

Legal Signature: _____ Date: _____

Artist Name(s): _____
Please print

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

e-mail: (Required) _____

Complete and return original, or scanned, signed copy of Application to:

Attn: Shelley S. Glickstein
Old Town La Quinta
78100 Main Street, Suite 203
La Quinta, CA. 92253
e-mail: shelleyglickstein@ymail.com

Application Deadline: July 31, 2022
Remember to attach copy of valid California Resale License.
Incomplete applications will not be processed. Please keep a copy for your records.