



MusicArte on the River
2011 Agreement for Professional Art / Fine Craft

1. **BUSINESS:**

2. **NAME:**

3. **ADDRESS AND PHONE:**

4. **EXHIBIT SPACE:**

5. **PRODUCTS:**

6. **CONTROLLING AGREEMENT.** All provisions of any understandings between Fort Worth Hispanic Chamber of Commerce, Fort Worth Hispanic Chamber of Commerce Scholarship Fund herein after collectively referred to as "Presenter" and the party listed in Paragraphs 1 & 2 (the "Artist"), either oral or written, shall be subject to and governed by all the terms and conditions of this Agreement to the same extent and with the same effect as if the terms and conditions hereof were incorporated in such oral or written agreements. It is expressly understood and agreed that the provisions hereof in this agreement as well as any rules and regulations set forth by Presenter are controlling. **This signed Artist Agreement must be returned to Presenter by Friday, August 26, 2011.**

7. **CONTRACTUAL RELATIONSHIP.** It is understood and agreed that Artist is acting as an independent contractor in its capacity hereunder. Artist shall be responsible for all acts or omissions of its employees and volunteers. Nothing contained in this Agreement or in the relationship between Presenter and Artist shall be deemed to constitute a partnership, joint venture or agency relationship between Presenter and Artist.

8. **AUTHORIZATION to SELL PRODUCTS.** Presenter hereby authorizes Artist to sell only the nature of products at prices listed in Paragraph 5 at the 2011 MusicArte on the River (the "Event") during Saturday, October 15, 2011, Sunday October 16, 2011 to be held in the Panther Island Pavillion. Presenter shall have complete discretion and control over all

aspects of the Event, including the conduct of Artist's business and the design and layout of the Premises. Presenter reserves the right to remove Artist at any time for not selling merchandise and/or services such as those listed in the official application. **At its expense, Artist shall obtain all licenses and permits that may be required by any public authority for the sale of any of the Products.**

9. LIABILITY AND INDEMNIFICATION. Artist accepts full responsibility for all liability for damages to persons or property arising out of its use and occupancy of the premises and the sale of the products therefrom. Artist shall indemnify and hold harmless Presenter, Tarrant Regional Water District and Trinity River Vision, its agents, servants and employees, from any and all damages of any nature whatsoever caused in whole or in part by any act or omission including negligence of the Artist, even if these damages are caused in part by the negligence of the Presenter.

10. ARTIST'S RESPONSIBILITIES. Artist agrees to conduct its business in a safe, orderly and lawful manner and to abide by all rules and regulations prescribed by Presenter or any applicable governing authority, including, without limitation, those relating to: (a) discipline and good order among employees and volunteers not employing any unfit person or anyone not skilled in the task assigned; **(b) the hours of operation of the Premises, which shall be during the event, Noon until 8:00 Saturday, October 15, 2001 and Sunday from Noon until 6:00 p.m. October 16, 2001, however Artist may operate until the conclusion of the Event at 11:30pm on Saturday and Sunday at 6:00.** (c) the maintenance of the premises; and (d) all city ordinances and codes applicable to operation. Artist shall supervise the Premises using its best skill and attention, and shall be solely responsible for all labor, materials, equipment, tools and other facilities used by it during the Event.

11. ARTIST'S PROPERTY. Artist understands and expressly agrees that it is bringing all of its personal property, equipment and valuables of any sort including merchandise on the Event site at its sole risk and further agrees to waive all claims for loss, damage including smoke, or destruction of said property in favor of Presenter, its Board of Directors and its Sponsors, Tarrant Regional Water District and Trinity River Vision other owners of property within the Event site and each of their respective employees, volunteers, agents, contractors and contributors (collectively "Released Parties"). Artist understands and expressly agrees that the Released Parties are not responsible for providing specific security or protection for any such Artist property and are not responsible or liable in any way for said property, whether or not such loss is due to the negligence of any Released Party. Should Artist choose to insure said property, its insurance contract should be amended specifically waiving all rights of subrogation in favor of all the Released Parties.

12. PAYMENT. In consideration of the rights extended to the Artist by the Presenter, Artist agrees to pay appropriate fee according to the application in advance of receiving and accepting booth space designation. Artist will retain 100% of their Event sales. Artist is solely responsible for any local, state and/or federal taxes that may apply to items sold during the Event. All money or other valuables on site in the custody of the Artist are at the sole risk

of the Artist and it is expressly understood that the Released Parties are not responsible for providing any security or protections of such money or valuables and that the Released Parties are not responsible or liable for any loss of money or valuables. Artist hereby expressly waives any claim for such loss in favor of the Released Parties. Artist understands and agrees that there is no rain date for this event and no refunds will be made for inclement weather.

13. OCCUPANCY and SURRENDER OF PREMISES. Artist's space shall be made available on an "as is" basis, and it is understood that Artist will inspect the space and take whatever actions are necessary to set up and operate outdoors on a concrete surface in a safe and secure manner. Artist agrees that the space provided by the Presenter is the space they will occupy. All decisions on placement within the Event are final and at the sole discretion of the Presenter. At the conclusion of the Event, Artist shall surrender the Premises to Presenter in as good condition as they were when first occupied by Artist. Limited, acceptable wear and tear to Presenter is expected. Presenter shall cause to be removed any building, enclosures, structures, facilities and tents used in connection with the Event. If Artist shall fail to remove all of its property and effects (including refuse) from the Premises within two hours after the conclusion of the Event, Presenter may (a) treat such property as abandoned, in which event it shall become the property of Presenter; the same without liability to Artist for loss thereof, and Artist agrees to pay Presenter on demand, any and all expenses incurred in such removal, including court costs and attorney's fees and storage costs; or (b) dispose of such property in any manner considered appropriate by Presenter.

14. WEAPONS POLICY. Artist hereby acknowledges notice of and agrees to the 'no weapons' policy instituted by Presenter. Artist agrees not to carry any guns, firearms, or weapons of any kind while participating in the Event, regardless of whether the Artist is licensed to carry a concealed handgun. Artist's failure to abide by the weapons policy shall constitute default under this Agreement.

15. DEFAULT. If Artist fails to abide by or is in default under any provision of this Agreement, Presenter shall notify Artist of such default and Artist shall have a reasonable time to remedy such default, such reasonable time to require immediate action if the Event is about to begin or is in process. If Artist does not remedy such default, Presenter may terminate this Agreement, expel Artist from the Premises, and re-let the Premises to another party without any further liability obligation to Artist.

16. PRESENTER AUTHORITY. Presenter shall have complete authority and control over all aspects of the Event. It reserves the right in its sole discretion to oversee and make whatever arrangements and modifications it deems appropriate for site management, security, crowd control, clean-up, publicity and any other matters affecting the overall Event operation. Artist agrees to follow all instructions given by event officials regarding safety and Event operations. Presenter makes no guarantees as to any specific level of Event attendance, nor will that Artist achieve any specified dollar amounts in sales.

17. **ACKNOWLEDGMENT of REGULATIONS.** Artist acknowledges receipt of the document titled ARTIST AGREEMENT and agrees to comply with the regulations set forth therein.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on this _____ day of _____ 2011,

FOR PRESENTER

FOR ARTIST

Rosa Navejar
President/CEO
Fort Worth Hispanic Chamber of Commerce

(Signature of Representative)

(Printed Name of Representative)