



Manlius Historical Society
43rd Annual Fine Arts & Craft Festival
November 4-5, 2017
Eagle Hill Middle School, Manlius, NY

2017 Artisan's Agreement

All Items Must Be Handcrafted by the Participating Artist

I agree to participate in the Manlius Historical Society's 2017 *Fine Arts & Crafts Show* and display, for sale, my work under the following terms and conditions set by the Manlius Historical Society (MHS):

1. The Artisan shall be responsible for his/her own setup and removal of items and equipment during the hours scheduled by the Manlius Historical Society (MHS). *No work shall be removed by the Artisan from his/her display until the close of the Show, except those items sold in the regular course of business.*
2. MHS shall hold reserved spaces only until 9:00 AM on the day of the Show. In the event an Artisan has not set up their display prior to such time, they shall forfeit their space. In such an event, the Artisan shall not be entitled to any refund of fees paid. In the event an Artisan must withdraw after having contracted to participate in the Show, his/her entry fee shall be forfeited, unless notice is received by the Committee **at least forty five (45) days prior to the Show.**
3. Artisan shall **not** share space with another Artisan who runs another business.
4. Artisan shall be responsible for selling his/her own work and for collection of all applicable taxes. Artisan shall post in his/her booth a copy of his/her *Certificate of Authority* for collection of New York State tax. **All artisans are required to hold a valid NYS Certificate of Authority in order to participate in the Show.**
5. Only those handcrafted items juried and approved by MHS, and items of comparable quality, may be offered for sale. MHS shall reserve the right, without prejudice, to order the withdrawal from display of any unjuried items, or items which in its opinion do not meet the standards of the Show. Artisan guarantees and represents that all work displayed by Artisan are original and that he/she is the sole creator and proprietor of such work and has full power to make this Agreement, and that Artisan will defend, indemnify, and hold harmless MHS against any claims, demands, suits, losses, costs, expenses, damages, or recovery by reason of any claim of violence of proprietary or other rights.
6. Artisan is solely responsible for his/her acts and for all acts of his/her agents, employees, and assistants, and shall release the Manlius Historical Society and the Fayetteville-Manlius CSD from all claims of damages to persons and property from any cause whatsoever during the hours of Show setup, Show take-down, and the hours the Show is closed, and does hereby indemnify, defend and save the Society, and Fayetteville-Manlius CSD harmless from any and all liability loss, damages, expenses, causes of actions, suits, claims, or judgments, including reasonable attorneys' fees, arising from injury to person, property or the work resulting from or based upon the display of Artisan's own cost and expense, defend any and all suits which either alone or in conjunction with others upon any such liability or claim, or claims, and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Society or Fayetteville-Manlius CSD in any such action or actions. Insurance, if desired by the Artisan, shall be his /her own responsibility and shall be obtained at his/her own expense.

7. No nails, tacks, or staples shall be used on the walls or floors of the exhibit area. Artisan shall be responsible for using all setup paraphernalia in such a manner as to create no hazardous condition to Show patrons or others. In addition, Artisan agrees not to park in the school parking lot nearest the Show entrance or in adjacent fire lanes during Show hours; nearby parking will be reserved for Artisan during unloading and reloading. All regulations of the Fayetteville Manlius CSD shall be observed by the Artisan.
8. MHS shall provide volunteers to relieve Artisans for brief periods during the Show, but they shall not conduct sales; and neither the volunteers nor MHS shall be liable for any loss or damages to Artisan's work during such periods.
9. To assure a well-balanced Show with a selection of work that will attract wide patronage and avoid excessive duplication, MHS shall reserve the right to continue to solicit and select additional Artisans for exhibition and sale after inclusion of certain other works has been closed.
10. The waiver of any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, sent by certified mail, return receipt requested, or delivered in person to Artisan or MHS. This Agreement may be amended only in writing and by agreement of the parties hereto and shall be governed by the laws of the State of New York. This agreement may not be assigned by either party.
11. This Agreement shall be accepted by the MHS only upon **payment in full** by Artisan. Such payment shall be sent with *2017 Exhibit Space Application and Contract* and shall be by bank check, money order, or personal check, **payable to the Manlius Historical Society**.
12. Booth space generally provided to Artisan will be approximately 100 square feet (10x10). *Artisan is encouraged to supply his/her own tables and chairs, although one chair is routinely supplied per booth. A second chair is provided upon request. Tables are available for \$15 each. **Please be advised that tables are in limited supply.*** An electrical outlet is provided upon request, but must not exceed the total wattage for each booth of 300 watts. The electricity cost is \$15.

Important: After carefully reading this document, please make sure to provide your signature on the *2017 Exhibit Space Application and Contract* before returning to the Manlius Historical Society. Thank you!