

# TRI ART FOR GIVING VENUE REGISTRATION AND AGREEMENT

**REGISTRATION DEADLINE IS FEBRUARY 12, 2016.** EMAIL COMPLETED REGISTRATION FORM TO: [TRIART.FOR.GIVING@GMAIL.COM](mailto:TRIART.FOR.GIVING@GMAIL.COM) OR SEND TO:

Arts Foundation of the MC  
Tri ART Venue Registration c/o  
PO Box 2296  
RICHLAND, WA 99352

## BUSINESS/ORGANIZATION INFORMATION

\* REQUIRED INFORMATION

|                              |                 |                     |                     |
|------------------------------|-----------------|---------------------|---------------------|
| Business/Organization Name*: |                 | Owner(s)*:          | Years in Operation: |
| Mailing Address*:            |                 | Phone*:             |                     |
| City*:                       | State*:         | ZIP Code*:          |                     |
| e-Mail Address*:             | URL:            | Type Business/Org*: |                     |
| Business License Nos.*:      | EIN*:           | Tax ID*:            |                     |
| POC for <i>Tri ART</i> *:    | Cell Phone*:    | Other Contact Info: |                     |
| Venue Address*:              |                 | Facility Sq-Ft*?    |                     |
| City*:                       | State*:         | ZIP Code*:          |                     |
| Normal Hours M-F*?           | Weekend Hours*? | Lobby Hours?        |                     |

Description of Venue Location: (e.g. Urban, City, Downtown, Rural, include if Public Transportation available in area, etc.)

| Y OR N | PLEASE ACKNOWLEDGE THE FOLLOWING EVENT RELATED QUESTIONS  |
|--------|---|
|        | All Venue related information has been reviewed at <a href="http://artsfoundationmc.org/tri-art/">http://artsfoundationmc.org/tri-art/</a> , any questions we had related to the Venue information presented have been answered to our satisfaction and the eligibility, rules, and Hosting Agreement requirements for the 2016 <i>Tri ARTE</i> Event are understood and agreed to.   |
|        | I acknowledge that *required information will be shared with registered artists in support of placing an artists at my venue. Business License Nos., EIN, and Tax ID <b>will NOT</b> be shared.   |
|        | I acknowledge that all registration information, registration fees and a fully signed Hosting Agreement between my business and participating artist must be received by Tri ART for Giving no later than March 18, 2016 in order to guarantee my business information (logo, location, hours) will be included on the map/printed material.  |
|        | I acknowledge that I will submit a business logo to <a href="mailto:triart.for.giving@gmail.com">triart.for.giving@gmail.com</a> if I want it to be used in Tri ART for Giving marketing/advertising materials.   |
|        | I acknowledge that within one week of Tri Art/AFMC receiving both the application/payment they will notify me that my registration has been accepted (meets the registration eligibility criteria provided in the Venue Information sections of the <i>Tri ART</i> Webpage). Then the "Connections" begins and you will receive a list of Artist Names and contact info for your consideration and selection as described in the Venue Details information. |
|        | Is the Business/Organization willing to host a Special Event in support of <i>Tri ART</i> either during the event or in the weeks leading up to the event?  |

## PAYMENT

|   |  |
|---|--|
| <p><b>I would like to host:</b></p> <p><input type="checkbox"/> One registered piece of artwork     \$100 (\$90*)</p> <p><input type="checkbox"/> Up to 3 registered pieces of artwork     \$200 (\$180*)</p> <p><input type="checkbox"/> Greater than 3 registered pieces of artwork     \$300 (\$270*)</p> <p><small>*Receive a 10% discount off the registration fee if registered by January 10, 2016 (early bird discount).</small></p> <p><small>Ability to provide for display of more than one Registered Artwork will be based on All Registered Venues having at least one Registered Artwork. Payments made for multiple registered artwork which cannot be honored will be refunded by <i>Tri ART for Giving</i> except for the non-refundable <i>Tri ART for Giving</i> Basic Registration Fee which includes one Artwork.</small></p> | <p><input type="checkbox"/> I will pay the registration fee on line at <a href="http://artsfoundationmc.org">artsfoundationmc.org</a></p> <p><input type="checkbox"/> Registration Payment is enclosed:<br/>Check # _____ (make checks payable to AFMC) Amount: _____</p> <p>Credit Card Number _____<br/>Name on Card (print): _____<br/>Amount: _____ Expiration Date: _____ CVV: _____<br/>Signature: _____</p> |
|---|--|

## SIGNATURE

I am authorized by the business/organization listed above to act on its behalf (Agent) for *Tri ART for Giving*. My signature indicates verification, acknowledgement, acceptance of, and agree to abide by the information, requirements and stipulations provided on this form and those included in the Venue Information sections of the 2016 *Tri ART* for Giving webpage, <http://artsfoundationmc.org/tri-art/>.

|                                |             |
|--------------------------------|-------------|
| Signature of Authorized Agent: | Date:       |
| Printed Name of Agent:         | OFFICE USE: |

## VENUE REGISTRATION AND AGREEMENT

THANK YOU FOR YOUR INTEREST IN HOSTING AN ARTIST'S ENTRY, WHICH IS BEING SUBMITTED TO *Tri ART for Giving* (*Tri ART, Arts Foundation of the Mid-Columbia*, or any of its affiliates, sponsors, agents, directors, officers and employees hereto after known as *Tri ART for Giving*) IN ASSOCIATION WITH THE *Tri ART for Giving* CONTEST (EACH, AN "ENTRY"). BY SUBMITTING THIS AGREEMENT, YOU AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT SUBMIT THIS AGREEMENT.

**1. ELIGIBILITY:** *Tri ART for Giving* and/or the *Arts Foundation of the Mid-Columbia* must approve all Venues for inclusion in *Tri ART for Giving*. *Tri ART for Giving* reserves the right to refuse approval of a Venue for any or no reason. To be eligible to host an Entry, a Venue must meet the following minimum requirements:

- a) Venue must be located within the *Tri ART for Giving* District of the Tri-Cities, Washington as described on <http://artfoundationmc.org/tri-art>.
- b) The portion of the Venue displaying Entries must be open to the public for voting during business hours throughout the *Tri ART for Giving* event period, **April 29, 2016 – May 21, 2016**.
- c) Venue must comply with all federal, state, and local laws and code requirements, including all Richland, Kennewick, Pasco, West Richland, and Benton City codes and ordinances.
- d) **The Venue may not charge an admission fee to the public to view the Entries during the *Tri ART for Giving* period** and may not charge an Artist or a group of Collaborative Artists to display their Entry at the Venue. Expenses related to the exhibition of the Entry may be shared between the Artists and the Venue as long as such sharing arrangement is set forth in the applicable Hosting Agreement.

**2. REGISTRATION AND FEE:** To enter *Tri ART for Giving* as a Venue, you must agree to this Venue Registration and Agreement ("Agreement"). Proposed Venues must be registered with *Tri ART for Giving* by midnight PST February 12, 2016. Venues must pay a non-refundable\* \$100 (U.S.) basic Venue registration fee for one piece of registered art work. *Tri ART for Giving* will notify you by phone or email to schedule a visit to the Venue to verify that the Venue is acceptable as an *Tri ART for Giving* Venue. Venues may request and register to exhibit multiple registered art pieces at a cost of \$200 (additional \$100) for 2-3 pieces, \$300 (additional \$200) for ≥4 pieces. Opportunity for multiple art pieces is at the discretion of *Tri ART for Giving* and is based upon Art availability. Payments made for multiple Art pieces can be refunded\* (except for the basic registration fee) if additional Art pieces are not available. Venues registering for and displaying art pieces will be listed in *Tri ART for Giving* marketing materials. [\* Receive a 10% discount off registration fee if registered by January 10, 2016; refunds can be made at the discretion of *Tri ART for Giving*.]

**3. HOSTING AGREEMENT WITH ARTIST:** During the "Connections" period, approved *Tri ART for Giving* venues are responsible to negotiate a contract, "Hosting Agreement", with one or more registered *Tri ART for Giving* Artist related to the art entry display/installation. Please see <http://artfoundationMC.org/tri-art> for a list of registered Artists. Only Artists and Venues that are registered with *Tri ART for Giving* may participate in *Tri ART for Giving*.

The hosting agreement with the Artist must be completed by 5:00PM PDT March 18, 2016. See the *Tri ART for Giving* Webpage at <http://artfoundationMC.org/tri-art> for an "Artist and Venue Hosting Agreement" template. If a Venue has registered to host multiple Entries, the Venue must enter into a separate hosting agreement with each Artist for each Entry hosted. If the Venue cannot come to terms with any Artist, the venue is under no obligation to host an Entry for *Tri ART for Giving*.

It is anticipated that the hosting agreement with the Artist would cover such items as: installation and removal of the Entry; access and timing to the Venue; allocation of responsibility for security and insurance relating to the Entry and the Venue; applicable fees for use by the Artist of the Venue, if any, etc. As between the Artist and the Venue, the Artist retains ownership of the Entry, unless specifically negotiated otherwise in the hosting agreement.

#### 4. AWARDS:

All registered Venues are eligible to win one (two if same art wins both Public & Juried Awards) of two \$1,000 prizes. The Venue(s) Hosting the First Place Artwork (Winning Art) for the Public Vote as well as the Juried Vote contests will win a \$1000 prize.

The net amount will be paid as a lump sum to the Venue. *Tri ART for Giving* reserves the right to determine the proper party to whom the monies shall be paid in its discretion as it deems necessary to effect the intent of the Award.

**5. WARRANTIES AND LIABILITY:** *Tri ART for Giving* makes no warranty whatsoever relating to any hosting agreement or any other aspect of *Tri ART for Giving*. *Tri ART for Giving* is not responsible for any Entry left at a Venue during or subsequent to the *Tri ART for Giving* period. By participating in *Tri ART for Giving*, the Venue agrees that *Tri ART for Giving*, *Event Sponsors*, and *respective affiliates, agents, directors, officers and employees* have no liability whatsoever for any injuries, losses or damages of any kind relating to or arising from *Tri ART for Giving* or resulting from participation in *Tri ART for Giving*, whether caused by *Tri ART for Giving*. By participating in *Tri ART for Giving*, the Venue agrees to defend, indemnify and hold harmless *Tri ART for Giving* from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney's fees, relating to or arising out of any claim or demand of any kind or nature which any person or party may make against *Tri ART for Giving* based upon or arising out of the Venue, the Venue's participation in *Tri ART for Giving*, or any other claim or demand relating to *Tri ART for Giving*.

**6. RULES REGARDING ART SALES:** Venues have the option to broker the sale an Artist's Work(s) and charge a commission for such services. In the event that a Venue decides to broker a sales transaction, the Venue must stipulate the broker fees and process in the Hosting Agreement with each Artist. All agreements between you and the Artist relating to brokering a sale, including commission fees, are solely between the Venue and the Artist. *Tri ART for Giving* WILL NOT (i) BE IN ANY WAY INVOLVED IN THE NEGOTIATION OR AGREEMENT RELATING TO BROKERING ARRANGEMENTS OR (ii) ENFORCE THE TERMS OF

ANY BROKERING ARRANGEMENTS. **NOTE:** *To remain eligible for any Tri ART for Giving cash awards the Venue and the Artist must ensure that the registered Artist's displayed artwork must remain displayed at the Venue location during the entire Tri ART for Giving Event period. Early removal of artwork from the Venue display will result in disqualification for both the Artist and the Venue for any Tri ART for Giving cash awards (no exceptions, decisions are final).*

*Tri ART for Giving, ARTS FOUNDATION OF THE MID-COLUMBIA, ("EVENT SPONSORS" OR ANY OF THEIR AFFILIATES, SPONSORS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES (collectively known as Tri ART) ARE NOT PARTIES TO, HAVE NO INVOLVEMENT WITH OR INTEREST IN, MAKE NO REPRESENTATIONS OR WARRANTIES AS TO, AND HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RELATING TO OR ARISING FROM THE TRI ART FOR GIVING EVENT, INCLUDING ANY AGREEMENTS, COMMUNICATIONS, TRANSACTIONS, INTERACTIONS DISPUTES OR ANY RELATIONS WHATSOEVER BETWEEN YOU, ANY ARTIST OR ANY OTHER PERSON OR ORGANIZATION. VENUE FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRI ART FOR GIVING FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, ACTIONS, LOSSES, AND EXPENSES, INCLUDING ATTORNEY FEES, RELATING TO OR ARISING OUT OF ANY CLAIM OR DEMAND OF ANY KIND OR NATURE WHICH ANY PERSON OR PARTY MAY MAKE AGAINST TRI ART FOR GIVING BASED UPON OR ARISING OUT OF THE TRI ART FOR GIVING EVENT, INCLUDING ANY BROKER ARRANGEMENTS, OR ANY OTHER CLAIM OR DEMAND RELATING TO TRI ART FOR GIVING.*

**7. GENERAL:** *Tri ART for Giving reserves the right to use all information on, imagery and documentation of the Venue, the final Entry and the process of creating the Entry provided by the Artist or Venue. Uses may include, but are not limited to, the official Tri ART for Giving website, press releases, promotional materials, display and exhibition materials, catalogs, maps, guides, installations, other showcase activities associated with Tri ART for Giving and its promotion and associated events and which may include textual, audio or visual representations.*

*The Venue agrees to be bound by this Agreement and the decisions of Tri ART for Giving, which are final and binding in all matters relating to Tri ART for Giving. Tri ART for Giving may prohibit a location from participating as a Venue in its sole discretion. Tri ART for Giving reserves the right to terminate or amend Tri ART for Giving, in whole or in part, at any time without notice, if any factor, interferes with its conduct as contemplated by this Agreement. All federal, state and local laws and regulations apply. Tri ART for Giving and this Agreement will be construed and evaluated according to Washington law. Tri ART for Giving's decisions and the decisions of the Tri ART for Giving board are final in all matters relating to Tri ART for Giving and the subject matter of these rules.*