

Wenham Museum Arts & Artisan Agreement

Sleigh Bell Holiday Fair

This Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2016, by the Wenham Historical Association and Museum, Inc., a Massachusetts nonprofit, tax-exempt corporation with a business address of 132 Main Street, Wenham, MA 01984 (the “Wenham Museum”), and the undersigned Artist or Artisan (hereinafter referred to as “Artisan”) agrees to abide by the following conditions for acceptance to the Wenham Museum Sleigh Bell Holiday Fair show:

1. The table fee paid to the Wenham Museum for participation in the fair is non-refundable.
2. All art work / craft to be displayed for sale will be hand made and not in any way machine made, mass produced, or assembled from commercially sold kits.
3. All work to be displayed for sale will be representative of the photos provided when juried. The Wenham Museum reserves the right to remove without refund or recourse any exhibitor who misrepresents themselves or their work.
4. Artisans will comply with all local and state regulations and obtain any necessary exemptions for the sale of toys. There will be no open flames. Artisans are responsible for all applicable sales taxes, vendor licenses, and/or state licenses.
5. All Artisan displays are expected to be conducted in a manner in keeping with the character of the museum and the show. All excess stock, wrapping material, bags and boxes must be stored out of sight.
6. Any Artisan who fails to appear one hour before the show or fails to deliver their art or craft items during designated drop off times forfeits their right to exhibit without refund or recourse, unless written permission is obtained prior to the show. Artisan may not breakdown his/her table before 4:00 p.m. on the last day of the show.
7. The Wenham Museum reserves the right to relocate or change the Artisan’s space prior to or during the fair.
8. The Wenham Museum also reserves the right to supplement Artisan’s goods with other goods in order to fill the Artisan’s table to reduce blank spaces and create an attractive display.
9. The Wenham Museum cannot guarantee a chair to each artisan requesting a chair on his or her application. Space within the fair is at a premium,

and seating will be provided to returning artisans before it is made available to first-time artisans. Due to space constraints chairs will not be available for every person requesting seating.

10. The Wenham Museum, its agents, officers or volunteers will not be held liable for failure to perform or fulfill its contractual obligations provided such failure is caused or impeded by closure of the site location due to factors beyond the control of the Museum.
11. The Wenham Museum will not be held responsible for loss or damages, loss or injury caused by products sold or exhibited by Artisans directly or through warranty expressed or implied. Insurance for such loss, damages or injury is the sole responsibility of the Artisan.
12. It is agreed that the Wenham Museum reserves the right to amend and/or add to the applicable rules pertaining to and governing Artisan's events. The interpretation of all rules by the Wenham Museum is final.
13. Information contained in the Artisan's Application and in the Invitation Letter sent by the Wenham Museum to invite Artisan to participate in the Sleigh Bell Holiday Fair is incorporated into this Agreement by reference. To the extent a provision of the Application or Invitation Letter conflicts with this Agreement, this Agreement shall control.

I, the undersigned Artisan, have read all the above conditions and agree to abide by said rules.

I, the undersigned Artisan, release the Wenham Museum from any liability for damage, injury or loss to any goods or persons which may arise from the participation in this show by me or one associated with my exhibit.

I, the undersigned Artisan, further agree to indemnify and hold harmless the Wenham Museum, its subsidiaries, affiliates, successors, licensees and assignees, and the officers, employees, agents, and all other representatives thereof, and hold each of them harmless from and against any and all loss, damages, costs and expenses, including reasonable, outside attorneys' fees, arising out of or connected with any third party claim, demand or action arising from a breach or alleged breach of any warranties, representations, agreements and/or covenants made by Artisan in this Agreement.

I, the undersigned Artisan, understand that if this application is not accepted that all fees will be void and returned to me by mail. If this application is accepted, I give permission to use my name, my business name, my pictures and any other materials submitted for publicity purposes. Application constitutes Artisan's agreement of this release.
Signed as of the date stated above.

WENHAM MUSEUM AND HISTORICAL
ASSOCIATION, INC.
(d/b/a WENHAM MUSEUM):

By: Kristin Z. Noon
Kristin Z. Noon,
Executive Director
DULY AUTHORIZED

ARTISAN:

Print Name: