

### **POLICIES**

# **Acceptance of Offer to Exhibit**

An artist, who is selected by the jury and accepts our invitation to exhibit, has implicitly agreed to AFJH terms and conditions as set forth under Rules/Regulations and Legal Agreement.

Acceptance notifications will be sent on April 26, 2024. All artists will need to accept their invitation and remit booth fee by May 10, 2024.

### **Cancellations & Fee**

All cancellations must be received in writing via email or mail. All cancellations are subject to an administrative fee of 10% of the previously confirmed booth fee. No refunds will be issued after May 10, 2024.

# **Booth Fee Payments**

### **Process**

- Booth fee payments will be processed by the Art Association of Jackson Hole.
- Exhibitors invited to participate in AFJH will receive an invoice for the booth they select. The invoice will be generated by the Art Association's financial department and will be emailed. Invoices can be mailed by request.
- All payments must be received no later than May 10, 2024. Failure to respond by the deadline may result in revocation of the invitation.

### Payment Options

- To avoid paying the credit card processing fee
  - Select your booth from the layout and email me the booth you want. I will then
    go into the system and assign you the booth. Then you can mail a check into
    the Art Association. The mailing address is PO Box 1248, Jackson, WY 83001.
- To pay by credit card
  - Select your booth in Eventeny and follow the prompts from Eventeny.

### **APPLICATION PROCESS**

# A. Agreement

Before applying, please make sure your work meets the following criteria. By applying you agree to abide by the rules, policies, and decisions of AFJH.

Submission of this application is regarded as a commitment to exhibit and adhere to the aforementioned rules set forth in this application.

The Event Coordinator will visit participating artists' booths periodically throughout the fair to ensure compliance with the rules. Artists will be required to remove all work that is not in compliance. Persistent violation of the rules may result in expulsion from the Fair and ineligibility for future fairs.

## **B.** Application

- A single application representing multiple bodies of work in the same material must proportionately reflect what the artist intends to exhibit at the show. For example, if one type of work will predominate in the artist's display, it must predominate in the images that are submitted. The images must proportionately reflect what the artist intends to exhibit at the show.
- Artists wishing to exhibit work produced in more than one media category must apply in both media categories. Only one application may be submitted per body of work represented. Multiple applications must represent either work in different media categories or distinctly separate bodies of work within one category.
- No advantage is gained by submitting multiple applications for the same body of work in multiple categories. If one application is accepted and another is waitlisted, the waitlisted work may not represent more than one-third of the entire booth. Once the artist's number on the waitlist is reached, the artist may include the wait-listed work in their booth in any proportion.

# C. Jury

**Applications are reviewed in a blind jury process.** Artists must adhere to the following quidelines to be eligible for the blind jury:

Do not submit applications with identifiable information such as

- booth photos with artist or business names and/or the artist visible,
- photos of artwork with visible signatures.
- artist or business names in the artist statement

Applications that include identifying information will be rejected.

Five (5) digital images are to be submitted for each individual media category entered by the artist.

Image quality is of the utmost importance.

- Consider whether your images show your work clearly and to an advantage.
- The images must accurately represent the body of work to be exhibited at AFJH.
- Four (4) images, numbered respectively #1 #4, must be of individual pieces of work.
- Image number #5, must be of the booth display of the artist's work, showing overall continuity and presentation of your current body of work. The fifth image is mandatory. If a booth image is not available you may submit an image taken of a grouping of works representative of the works to be exhibited at the show.

The purpose of the booth image is to ensure that the artist has a complete body of work that is represented in the first 4 images as well as in image #5. It also helps identify the scale of the artist's work as well as presentation.

### D. Artwork

- Artwork must be original, designed and produced by, or under the direct supervision of the exhibiting artist.
- All work must be for sale.
- Artists must be present with their work for the entire three days of the fair. If the work is collaborative, each collaborator must be present. Representatives may not attend in place of the artist. All artists must check in at Fair Registration upon arrival.
- In the case of reproduction work, you are expected to adhere to the 80% original and 20% reproduction on site rule and all reproduction work must clearly state that it is so. If you produce work in editions, you must disclose edition numbers.
- No commercial reproductions, or embellished commercial products are allowed. Work done by a production studio is not acceptable. All work must be designed and executed by the accepted artist. BUY/SELL AND/OR IMPORTS WILL NOT BE TOLERATED.
- Artists may only show work in categories and body of work selected by the Jury. All
  work exhibited must be of the quality, category, and body of work of that shown in the
  images juried.
- Artists are encouraged to prominently display an Artist Statement in their booth during the fair, with the artist's picture, describing how and by whom the work is made, and the materials used to make the work.
- Educational information and demonstrations are encouraged but not required.

Exhibitors display all works at their own risk. AFJH is not responsible for damage, theft, or loss of an exhibitor's property, or personal injury resulting from participation in the Art Fairs. Assistance from festival staff or volunteers will not be available for booth set-up or breakdown.

# **DIGITAL JURY PROCESS**

### <u>Jurors</u>

The jury consists of 30 volunteer members, selected for their balanced knowledge of art and professional expertise. A diversity of backgrounds and skills is sought, including artists, educators, curators, fine art and contemporary craft galleries, and museum owners/directors and Board Members.

AFJH jury includes 3-4 previous Art Fair artists as part of the jury panel. Each juror is given a charge to the jury, adapted from the NAIA, with a guideline to base their scores upon. Panelists are rotated annually so that new and experienced jurors serve together.

### **Procedure**

The five images in a single application will be shown to the jury simultaneously in a horizontal grouping on each juror's individual computer station.

All applicants are juried anonymously and jurors are encouraged to begin with a full category overview. Local applicants receive an additional three points, ensuring a minimum ten percent local representation. The scores are computer-tabulated and booths are allocated to the highest scored applicants in each category. Consideration to the balance of media is given to select the number of applicants from each category.

Scoring is 1 (low) to 5 (high). Jurors are encouraged to use the full range when scoring. Scoring is based on originality and creativity, design, technique, craftsmanship, and production methodology. All scores are combined for a grand total. Each member records their score anonymously. The process, materials, dimensions for each image and artist statements will also be made available to the jury. When a juror opens an image all the details will appear.

Jury members may ask questions on technique and additional descriptions may be read upon request as provided by the artist in the application. Your 500 word (maximum) character statement is required to include identification of medium and processes or techniques used, specific explanation of how work is produced, disclosure of number of employees (apprentices or assistants) and their role (if more than one) and if an outside source such as a foundry or printing lab, etc. is used.

Approximately 140 artists receive invitations to participate. This number varies based on the amount of double-wide booths offered. A waitlist of alternates in each category is created from the scores immediately following those invited to exhibit. Decisions of the jury panel are final. AFJH reserves the right to decline any applicant at any time, in the event of unprofessional conduct, in the event of a no-show to any previous AFJHs, as well as to help balance its shows through the waitlist system at the sole discretion of AFJH.

The Art Association of Jackson Hole produces Art Fair Jackson Hole. AFJH is the primary fundraising event for the Art Association, a non-profit organization dedicated to promoting excellence in the visual arts. Funds generated by this fair help support and develop our art education programs for children and adults, as well as programs for artists through exhibitions, scholarships, and classes.

No person shall on the grounds of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination in an Art Association program or activity.

### **RULES & REGULATIONS**

In order to secure your position in Art Fair Jackson Hole ("AFJH"), please review and accept the following terms and conditions. By completing an application to AFJH, and in consideration of your participation in AFJH, you ("Participant," "exhibiting artist," or "you") acknowledge and agree that you have reviewed and accept the following terms and conditions:

### I. Hold Harmless

Participants display all works at their own risk. To the fullest extent permitted by law, the Participant shall defend, indemnify, and hold harmless the Art Association, its staff, volunteers, subcontractors, and other personnel (collectively the "Association") from and against any and all claims, causes of action, demands, fines, penalties, costs, judgments or other losses, including reasonable attorney's fees ("Claims"), including those (i) related to bodily injury and property damage that may arise from Participant's participation in the AFJH to the extent that any Claims are attributed to any acts or omissions by Participant or anyone employed, contracted or under Participant's direction, directly or indirectly by any of them or by anyone for whose acts any of them may be liable, (ii) related in any way to Participant's merchandise or property, (iii) Participant's violation of these terms and conditions, or (iv) Participant's violation of any applicable law, ordinance, rule, regulation or other.

The Association reserves the right to remove any Participant in its sole discretion without refund for violation of any 2023 Participant Contract regulations. If a Participant is a "no-show" at the AFJH, such Participant forfeits the right to apply to AFJH for 3 summers.

#### II. Liability and Personal Property Insurance

All participating Art Fair Jackson Hole artists are responsible for their own liability and personal property insurance. Liability and personal property insurance protect exhibiting artists in the event of extreme weather, theft, vandalism, fire, bodily injury, or other loss. Exhibiting artists are responsible for damage to other artist's personal property, including their booth, displays, artwork, and other items, as well as to other exhibiting artists, patrons, volunteers, and Art Association and Art Fair Jackson Hole staff, caused by improperly or insufficiently secured tents, displays, artwork, or other items.

Exhibiting artists may purchase a single event or an annual policy with any event insurance provider. The Art Association of JH recommends ACT Insurance.

By signing this application, the applicant has agreed to hold the Art Fair Jackson Hole and the Art Association harmless from damage to the applicant's personal property and person (physical body) as

a result of extreme weather, theft, vandalism, fire, bodily injury, or other act of nature. Submission of this signed application indicates the applicant ("Participant" or "you") have agreed to obtain and hold active liability and personal property insurance during Art Fair Jackson Hole. The Art Association and Art Fair Jackson Hole may request to view an exhibiting artist's insurance policy at any time. Any exhibiting artist found to not hold active liability and personal property insurance will not be protected by the event, liability, or personal property insurance held by the Art Association of Jackson Hole or Art Fair Jackson Hole, and will be exclusively responsible for any financial restitution paid to injured or damaged parties, including Art Fair Jackson Hole and the Art Association of Jackson Hole, including its staff and volunteers, as well as patrons and other exhibiting artists at Art Fair Jackson Hole.

#### III. Artwork

Absolutely no mass produced or manufactured work, buy/sell, workshop art, business with commercial representatives, dealers or manufacturers may exhibit. If the AFJH committee suspects for any reason that an exhibiting Participant works outside the aforementioned rules in its sole discretion, the AFJH committee will file an inquiry with the Participant and reserves the right to withdraw the Participant from future shows in its sole discretion.

In the case of offset reproductions, the original juried work is preferred on site. All offset printed reproductions must be labeled as such with a clear definition of the reproduction process visibly displayed to the public. Participants must adhere to the booth percent quota, whereby 80% of your booth consists of original work and 20% may consist of reproduced work.

The Association reserves the right to request that you remove any work that does not fall within these guidelines. You may only exhibit work that reflects the medium and category in which you were juried.

#### VI. Booth / Canopy & Booth Location

Participants must arrive at the fair equipped with their own, well-secured, canopy tent for their 10x10 or 20x10 booth space setup. Participants must furnish their own display facilities.

All tents must be secured to withstand strong wind and sudden gusts, which we experience often in Jackson, WY. Weights are preferred: each leg must be weighted with a minimum of 40 pounds. Weights or stakes must be secured to the tent using straps. The Event Coordinator and the Jackson Fire/EMS event inspector reserve the right to require an exhibiting artist to reinforce their tent, weights, stakes, or straps however they see fit in order to ensure the safety of people and property at Art Fair Jackson Hole.

The irrigation system on the CFA lawn is very shallow. Staking is allowed only if you are able to avoid the spray painted irrigation lines. Exhibiting artists are not guaranteed a booth space that permits staking. Exhibiting artists who ignore spray painted irrigation lines and cause damage to the irrigation system will be held financially responsible for any required repairs.

The Art Fair Jackson Hole is held on a well-maintained grass park lawn owned and operated by the Center for the Arts. Due to the live-grass environment, exhibiting artists are not guaranteed a 10x10 or 20x10 booth space that is perfectly flat. Exhibiting artists are expected to come prepared with appropriate equipment to ensure their booth, displays, artwork, and other property are level and safely secured. Neither the Art Association nor the Art Fair Jackson Hole is responsible for providing equipment to exhibiting artists to create a flat, level environment in their booth space. No refunds will be given due to the condition of the grass in the space assigned to the exhibiting artist.

### V. Participants Sales and Tax Collection

Participants are responsible for collecting 6% Wyoming Sales Tax. Participants must complete and mail in the sales tax forms provided by the State of Wyoming at registration within 30 days of each show.

The State of Wyoming maintains a list of all Participants exhibiting in the show. Participants who fail to report sales tax will be liable to the State of Wyoming and not permitted into any shows until all accounts are current. Wyoming Participants who have a Wyoming Tax number may file with their annual or monthly reporting.

Any questions or concerns - contact Wyoming Department of Revenue at 307-777-5544

### VI. Registration

Registration is the Thursday before the show. You must register on Thursday to receive your Participant packet, any special updates, and to confirm your booth space on the lawn.

Please register BEFORE setting up your tent and booth to ensure you are in the correct space and have all necessary information about your booth area. You will be assigned a registration time. Arrive on time to register, then return to your vehicle to unload your booth and display, move your items to your booth space, and then relocate your vehicle to open up parking spaces for artists registering after you.

Anyone arriving after 6pm on registration day will need to locate a security guard to gain entry. You will receive your packet first thing Friday.

### VII. Set-Up, Tear Down, Loading, and Unloading

#### a) Unloading

Unloading times will be assigned for the Thursday prior to the Art Fair. Please arrive promptly at the start of your unloading time to park near the Center for the Arts lawn and unload your entire booth set up & sellables.

<u>There is absolutely no driving on the lawn</u> - Please plan accordingly by bringing a hand cart, dolly, wagon, or other non-motorized option for transporting your items across the grass to your booth space.

Unload completely and then move your vehicle PRIOR to setting up your booth.

You may temporarily park around the Center for the Arts **ONLY during your designated load-in time on Thursday prior to the show.** The Police Department may ticket or tow your vehicle if your vehicle is improperly parked in a red zone, in front of a fire hydrant, double-parked, or otherwise performing an illegal maneuver.

### b) Set Up

You may set up your booth and displays only after you have moved your car to a legal parking space away from the immediate vicinity of the Center for the Arts lawn. You can stay to set up your booth for as long as you need to. Security will be on site starting in the evening.

### c) Teardown

Teardown may begin any time after Sunday at 4:30pm, the fair's official closing time. **Participants** must not close their booths or pack before this time. Booths must be open for business during the advertised fair hours throughout the entire weekend.

### d) Loading Out

Teardown may begin after 4:30pm on Sunday. Please tear down and pack up your entire booth and displays BEFORE moving your vehicle into a nearby parking space. Please note that parking is limited and there will be congestion during load out. Please have courtesy for our residential and business neighbors - their properties and the alleys that access them are not available parking, even temporarily. Pay attention to the parking map which indicates where no parking is allowed. Those parking illegally will be notified to move immediately. Anyone not complying will be ticketed and towed.

### VIII. Parking Regulations

There is absolutely no participant parking within 3 blocks of the Center for the Arts park lawn after your designated set-up time and during operating hours of the Fair. These spaces immediately around the show site are for shopping patrons. Please respect your fellow Participants and patrons by moving your vehicles and trailers promptly after unloading.

If you are found parking around the Center for the Arts during the fair, you will be asked to remove your vehicle and noted for not complying to AFJH rules. If you do not do so immediately or continue to park within 3 blocks of the Center for the Arts, the Art Association reserves the right to refuse future acceptance to AFJH on this basis.

Please park in public parking areas, see more information here regarding town parking. You can park in certain designated areas for up to 72 hours.

#### VIIII. Security

Security is provided on Thursday, Friday, and Saturday overnight. While this service is offered for the safety of booths and their contents outside of event hours, artists are ultimately responsible for both. As such, we recommend small, high value items are not left in the booth overnight, contents are put away and secured at the end of each day, and tent walls are zipped up and secured.

Name tags are provided to the Participants and must be worn during show hours. If you desire admittance to your booth after or before show hours you must wear your name tag so that you can be easily identified by security patrol. You may be asked for a photo ID. Please be polite and accommodating as security is doing their job to keep participant's property safe.

### X. Electricity

Electricity is available to a very limited number of exhibitors. Access will be granted on a first come, first served basis by request. If you need electricity, pick a booth space by the electricity outlets. Generators are NOT allowed for exhibitors due to the noise pollution they produce in close proximity to other participants.

### XI. Clean Up

Participants are required to clean up their booth space of all trash (micro and macro) and haul it to the trash cans. Please do not leave trash next to the smaller cans. We appreciate your help in keeping the fair space clean.

The Association will not tolerate trash left behind. Any participant who leaves trash behind in their booth space will be charged a clean-up fee of \$50.

#### XII. No Pets

Pets are <u>not allowed</u> on the Center for the Arts lawn per city ordinance 7.12.135. No exhibitors will be permitted to have their pets with them during the Fair unless the animal is a registered service animal.

Pet sitting services are available by vendors here in Jackson.

# XIII. Emergencies

If there is a medical emergency, please notify the Event Coordinator who will contact emergency services if needed. For minor cuts and bruises the Art Association Admin Tent is equipped with a first aid kit. Lost children should be directed to an entrance or information booth where volunteers will contact the Event Coordinator.

#### XIV. Weather

Although weather in Jackson can be unpredictable, we plan to host a great event, rain or shine. Please plan accordingly. In the unlikely event of severe weather, Art Association and Art Fair Jackson Hole reserves the right to cancel in an abundance of caution for the safety of our patrons, participating artists, volunteers, and staff. Should we need to cancel Art Fair JH, we are unable to offer refunds and will gratefully acknowledge your booth fee as a donation.

#### XV. Appearance and Materials Release

Participant agrees that The Association may photograph film and/or record Participant (including without limitation Participant's name, likeness, artwork, products or other copyrightable material, Participant's trade names, trademarks, any personal identifying information which the Association may gather, including without limitation, biographical or narrative information, voice, conversations and/or any sounds Participant makes (collectively, the "Participant Materials"), and the Association may edit, enhance, recreate and/or modify the Participant Materials and include the Participant Materials in any Art Association materials, in any and all means and media, now known or hereafter devised and in all languages, throughout the universe in perpetuity.