



**ARTISTS' AREA
SPACE APPLICATION**

DEADLINE: FRIDAY, JULY 30, 2010 5:00PM

**2010 FOLSOM STREET FAIR™
SUNDAY, SEPTEMBER 26, 2010
FROM 11:00 AM TO 6:00 PM**

ORGANIZATION OR COMPANY NAME	BUSINESS PHONE
CONTACT NAME	BUSINESS FAX
ADDRESS	HOME PHONE
CITY/STATE	WEBSITE
ZIP CODE/COUNTRY	EMAIL
<input type="checkbox"/> Do NOT list my company and address on the FSE website.	<input type="checkbox"/> Do NOT share my information with other fairs and organizations.

STATEMENT OF PURPOSE

The Juried Artists' Area of Folsom Street Fair supports the growth of the erotic and fetish arts. We seek to broaden community support for this vital form of artistic expression.

ARTIST BENEFITS

Folsom Street Fair is committed to providing free access to the Juried Artists' Area for all selected artists. This offer includes booth space, booth structure(s), and certain forms of publicity and visibility. The booth space is 10'x10' with a wooden structure (three half walls and one full back wall) included. Approximately 6-10 artists will be selected from the pool of eligible applicants.

The Area will be featured on our official website and in our official Program Guide. Also, the Area will be included in all maps of the fairgrounds published in any form by FSE. There will be a banner provided by the Fair to promote the Area which will continue to be on 11TH Street between Folsom and Harrison.

NOTE: Participating artists are strongly encouraged to do marketing on their own to support the Area and the Fair. Everyone has a vested interest in growing the Area, and all marketing helps us.

QUESTIONS (ATTACH ONLY ONE ADDITIONAL SHEET TO ANSWER THE FOLLOWING)

- 1) **Basic information** – Please fill out the fields above only (do not duplicate on additional sheet).
- 2) **Thematic relevance** – Folsom is a predominantly queer, fetish event. The art promoted in the Artists' Area should conform to that theme. Please provide a short (one-half page or less) artist's statement describing how your work relates to leather/fetish themes and communities, and why your work should be promoted to the Fair's attendees.
- 3) **Artistic merit**
 - A. Please supply a digital portfolio of ten pieces. The portfolio should include and indicate which works you want to sell at Folsom and which work that will not be for sale. The portfolio may be submitted via CD or online as URL, stated in your attached sheet.
 - B. Please supply a short bio/resume outlining your artistic career (100 words). This bio will be used for FSE press releases and other P.R. materials and vehicles.
- 4) **Financial need**
 - A. To what extent do you make your living on your artwork?
 - B. What was your net profit or loss on sales from your artwork for the last calendar year?
- 5) **Locality** – If you have a separate working studio, what is the address of that studio?

Check this box **ONLY** if you are willing to double up within a 10'x10' with another jury selected artist.



APPLICATION REVIEW

Points will be awarded based on these criteria: thematic relevance, artistic merit, financial need, and to a lesser extent, locality. Keep in mind that the Area is an integral part of the Fair, and, as such, it should hold to the core Folsom values of community, diversity/inclusion and cooperation. A panel appointed by the Folsom Street Events board of directors will review the application. This jury shall consist of members of the Board along with rotating people from the local arts community. If an application is turned down one year, please feel free to apply the next year. Your work will change, of course, as will the review panel itself. We hope to mail out notifications during the week of August 16TH.

IMPORTANT DATES

Monday, June 14TH – Application are available at FSE website

Friday, July 30TH – Applications are due to FSE by 5:00pm

August 1ST – 13TH – Applications are reviewed by committee

Monday, August 16TH – Notifications are sent to applicants

Sunday, September 26TH – Folsom Street Fair (11:00am – 6:00pm)

ARTIST RULES AND GUIDELINES

- 1) The person completing this application and affixing signature below is referred to as “Exhibitor.”
- 2) SMMILE Inc. d.b.a. Folsom Street Events is hereafter referred to as FSE.
- 3) FSE will allocate a space for use by Exhibitor on the stated and publicized date according to the terms and conditions of this agreement upon FSE’s acceptance of the completed application submitted by the Exhibitor. The allocated space is 10’ x 10’ in size.
- 4) SET-UP: Exhibitor understands that it will not be allowed into the fairgrounds until 8:00 AM and set-up must be completed by 10:00 AM.
- 5) VEHICLES: Exhibitor understands that no vehicles will be allowed in or on the fairgrounds after 9:00 AM. After the fair, vehicles will not be allowed to enter the fairgrounds until 6:20 PM.
- 6) BREAKDOWN: Exhibitor understands that breakdown will start no earlier than 6:00 PM and its booth must be completely disassembled and Exhibitor’s area completely cleaned of materials and debris no later than 6:45 PM. Violation of this rule may jeopardize participation in future fairs.
- 7) CLEAN UP: FSE expects each Exhibitor to know the location of the closest recycling station to its space and to use it accordingly throughout the day. All cardboard must be flattened and brought to the closest station for recycling along with other refuse for sorting. No trash shall remain after an Exhibitor has left the fairgrounds. In the case that there is refuse left behind, Exhibitor team will document the refuse and a cleaning fee of \$200 shall be charged to the Exhibitor.
- 8) SPACE ALLOCATION USE: Exhibitor and its agents shall confine presentation to the specified location and space size as set forth in its application and space permit. It shall not construct or place any material of any kind that extends beyond the confines of the allocated space. **Exhibitor understands that this application is FOR SPACE/STRUCTURE ONLY. Exhibitor will provide anything else such as chairs, tables, etc. Generators and amplified sound equipment, including but not limited to stereos, loudspeakers, and bull-horns, of any kind are NOT permitted. Also, Exhibitor shall not bring ATMs on site but may use hand-held credit card machines which function on cell phone technology. No electricity shall be made available.**
- 9) TRANSFERABILITY/SHARING: If an applicant is chosen to exhibit, s/he may not assign or transfer the space. Also, the chosen applicant may not share her/his booth space with any other artist(s). Violation of this guideline may result in immediate ejection from the Fair.
- 10) Exhibitor and its agents shall not sell or give away or otherwise distribute any product, food, drink or other item that is not specified in the Exhibitor’s application. Violation of this rule will result in immediate closure without refund or recourse.

SIGNATURE: _____ DATE: _____



- 11) Exhibitor agrees to indemnify, hold harmless, and defend FSE from all liability from loss, damage, or injury to persons or property in any manner arising out of, or incident to, their performance of this agreement, whether or not resulting from the negligence of Exhibitor or its agents.
- 12) The fair will not be canceled less than 30 days prior to the scheduled date, except for extreme weather, natural disasters, or other reasons beyond FSE's control. In the event that cancellation of the fair is caused by an "act of God" including but not limited to earthquake, storm, flood, fire or riot, FSE will not be held liable to Exhibitor for any damages.
- 13) FSE reserves the right to refuse any Exhibitor's participation at any time and for any reason.
- 14) Exhibitor agrees not to record, videotape, or take photographic images by any means for resale or profit while on the fairgrounds without the explicit prior written consent of FSE. Exhibitor agrees to use its space for display and/or sales of products or promotional materials only.
- 15) Exhibitor agrees not to sell any merchandise that violates the rights to publicity or privacy of any person or which violates the trademark, copyright, patent or design patent rights of any third party, or libels or slanders any third party or hold them in a false light. Exhibitor will indemnify FSE and hold FSE harmless against any claims brought against FSE based on third party liability for any such violations by Exhibitor.
- 16) Exhibitor shall be an independent contractor. The relationship between Exhibitor and FSE does not create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including, but not limited to, taxes or employee benefits. Exhibitor will be solely responsible for payment of any and all wages, taxes, and insurance. This relationship shall not constitute a partnership between or joint venture by the parties or make either party the agent of the other. Neither party shall hold itself out otherwise nor shall either party become liable by any representation, act or omission of the other contrary to these provisions.
- 17) This Agreement shall be construed and interpreted pursuant to the laws of the State of California. If any specific provision is deemed to be unenforceable as written by a court of competent jurisdiction, it shall be modified so as to make it in its general intent enforceable and consistent with the remaining terms of this Agreement and as so modified shall form part of this Agreement. This Agreement and the schedules, exhibits and attachments constitute the entire agreement between the parties.
- 18) Under no circumstances and under no legal theory, tort, contract, or otherwise, other than the indemnity set forth above, shall either party or its affiliates or its suppliers or resellers be liable to the other party for any indirect, special, incidental, or consequential damages of any character including, without limitation, personal injury, damages for loss of profits, goodwill, work stoppage, or any and all other commercial damages or losses, even if a party has been advised of the possibility of such damages.
- 19) It is hereby agreed that the undersigned Exhibitor shall accept the above conditions as well as accept sole responsibility for any and all acts, including "acts of God" that occur within the rented space. FSE shall bear no responsibility for any and/or all loss including, but not limited to, consequential loss, general damage or punitive and exemplary damages sustained or caused by the participant(s), its agents or employees. Exhibitor shall provide its own insurance coverage.

BY SIGNING THIS AGREEMENT, EXHIBITOR AGREES THAT S/HE CAN READ AND SPEAK ENGLISH ENOUGH TO UNDERSTAND THIS AGREEMENT. EXHIBITOR AGREES THAT S/HE HAS READ AND COMPREHENDS THIS AGREEMENT COMPLETELY. EXHIBITOR ACCEPTS FULLY AND AGREES TO ADHERE TO THE TERMS OF THIS AGREEMENT AND TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS.

SIGNATURE: _____

DATE: _____

- Application Checklist:**
- Did you sign **all applicable pages** of this form? RETURN ORIGINAL, NOT A COPY.
 - Did you enclose your portfolio (either hard copy on CD or soft copy via URL)?
 - Did you enclose your **one page** attachment of answers to questions #2 - #5?

MAIL TO: **Folsom Street Events ARTISTS' AREA, 965 Mission Street, Suite 200, San Francisco, CA, 94103**
Contact us at 415.777.3247 with your questions. No faxes, please. You may submit your application and portfolio to demetri@folsomstreetevents.org. **PLEASE RETAIN A COPY OF THIS APPLICATION FOR YOUR RECORDS!**