

**RICHMOND ART CENTER
ONLINE ARTS AND CRAFTS HUB FOR THE HOLIDAY ARTS FESTIVAL
TERMS AND CONDITIONS FOR PARTICIPATING ARTISTS**

The ("Artist") acknowledges and agrees to the following terms and conditions applicable to his/her participation in Richmond Art Center's 2021 Online Holiday Arts Festival ("Festival"):

- 1) Artist will not state or imply that Artist is affiliated with or endorsed by Richmond Art Center.
- 2) Artist will communicate with prospective purchasers in a professional and courteous manner. All claims and statements made by Artist to a prospective purchaser, including statements concerning Artist's goods, Artist's background or the terms of any sale, will be true and not-misleading.
- 3) Artist is solely responsible for all costs of Artist's participation in the Festival, including without limitation costs related to Artist's website, internet connectivity, insurance coverage, and credit card merchant fees.
- 4) Artist assumes all risk related to the results of participating in the Festival. Richmond Art Center makes no warranty, express or implied, concerning the number of people who will attend the Festival or who will purchase any goods from Artist. Artist further assumes all risk of loss related to damage to or destruction of goods, credit sales and demands for refunds from purchasers.
- 5) Artist shall be solely responsible for obtaining any and all applicable licenses, permits, and/or approvals under federal, state, or local law applicable to its activities at the Festival. Artist shall also obtain any and all necessary tax identification numbers and permits, and be solely responsible for paying all taxes, license fees, usage fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Festival.
- 6) Richmond Art Center may terminate Artist's participation in the Festival if Richmond Art Center reasonably determines that Artist is in violation of any applicable law or these Terms and Conditions.
- 7) If Richmond Art Center is forced to cancel the Festival due to circumstances beyond its reasonable control, such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike, or disruptions to any telecommunications infrastructure, Richmond Art Center shall refund Artist a prorated portion of the fees already paid to the Richmond Art Center. Such refund shall be considered full satisfaction of Richmond Art Center's liabilities to Artist.
- 8) Richmond Art Center shall not be liable for, and Artist hereby fully and forever releases and discharges Richmond Art Center and its officers, directors, shareholders, employees, volunteers, contractors, agents, representatives, and attorneys from all claims, actions, causes of action, demands, cross-claims, counterclaims, obligations, contracts, losses, and liabilities whatsoever Artist may have in law or in equity relating to or arising out of Artist's participation in the Festival. Artist acknowledges that the foregoing waiver is an essential condition to Richmond Art Center's acceptance of Artist to participate in the Festival.
- 9) Artist shall indemnify, defend (with legal counsel satisfactory to Richmond Art Center in its reasonable discretion) and hold Richmond Art Center and its officers, directors, shareholders, employees, volunteers, contractors, agents, representatives, and attorneys harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, fees and expenses, which result from or arise out of or in connection with (a) Artist's participation in the Festival, including all claims or demands made by a purchaser of any goods from Artist, (b) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other intellectual proprietary right, (c) any violation of law, and (d) any and all torts whether they are intentional or a result of negligence. Artist shall not settle or compromise any claims against Richmond Art Center without Richmond Art Center's prior written consent.
- 10) These terms and conditions will be construed in accordance with the laws of the State of California, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 11) These Terms and Conditions constitute the entire agreement between Artist and Richmond Art Center, and merge all prior and contemporaneous communications with respect to the subject matter hereof.