



City of Palmdale
2021 Kaleidoscope Application and Agreement for Professional Artist
Kaleidoscope Art & Music Festival date: OCTOBER 9, 2021
www.KaleidoscopeArtFestival.com

Full Business Name _____

Artist's Name _____

Address _____

City/State/Zip _____

Home Phone _____ Cell Phone _____

Email _____ Website _____

Application Deadline: September 20, 2021

Application is for one 10'x10' booth space.

- I am requesting an installed tent @ \$150
- I prefer to set up my own tent @ \$100
- I am not sure what type of space I need. Please call me to discuss space and fee options.

****Application must represent the individual artisan who is applying. Each Artisan/Artist must submit their own application.***

Medium (Check all that apply)

<input type="checkbox"/> Glass	<input type="checkbox"/> Ceramics	<input type="checkbox"/> Clothing/Textiles	<input type="checkbox"/> Fiber Arts	<input type="checkbox"/> Illustration
<input type="checkbox"/> Jewelry	<input type="checkbox"/> Leather	<input type="checkbox"/> Mixed Media	<input type="checkbox"/> Painting	<input type="checkbox"/> Photography
<input type="checkbox"/> Printmaking	<input type="checkbox"/> Sculpture	<input type="checkbox"/> Woodwork	<input type="checkbox"/> Metal	<input type="checkbox"/> Other

*Jewelry will be reviewed by the Kaleidoscope Juried Art Panel. Jewelry must incorporate artistic design, quality craftsmanship and use at least some components created by the artist. Jewelry comprised of all commercially made components will not be accepted. The Kaleidoscope Juried Art Panel reserves the right to approve or deny applicants based on what will best fit and enhance the overall event.

Items for Display and Sale (please describe or list)

***Artists wishing to display only should use the ArtLight Gallery Application.**

Provide a detailed description indicating how you create your work. Describe how you create each component and to what extent the elements that you don't create are used. (Please continue on a separate piece of paper if additional space is needed.)

How long have you been showing your work?_____

Where have you shown your work?_____

Price range of work \$_____

SUBMISSIONS

Photographs/Images

Submit one (1) set of ten (10) good quality photographs/images. Submission should include eight (8) images of your work, one (1) of your entire stocked booth display, and one (1) of you working in your studio including tools, supplies, and your work in various stages of completion. Photographs/Images should be current (within the past two years). Print your name and phone number on the back of each photograph. Photographs/Images should represent all work/merchandise for sale. Include more photographs/images if necessary to convey the depth and breadth of your work. Presentation is a key component/criteria for selection of event artisans. Photographs/Images will not be returned. Returning Artists: Send photos of new items only, if applicable. **Deadline to apply: September 20, 2021.**

Biography/Artist's Statement

Attach to this application a biography or artist's statement. Include your full business name and your name.

**This Application and Agreement is made this _____ day of _____ 2021
between the City of Palmdale (City) and _____ (Artisan).**

The Parties agree as follows:

Section A: Permission & Fees

City will provide Artisan booth space at Kaleidoscope, held at the Palmdale Amphitheater on October 9, 2021 to display, advertise and sell artisan's work.

Artisan agrees to pay the City a deposit of One-Hundred Dollars (\$100) per booth space or One-Hundred and Fifty Dollars (\$150) per booth space with installed tent for a total of _____.

Section B: Space Assignment

City, at its sole discretion, will assign Artisan a space for Artisan's exhibit. Artisan may only occupy the booth space and area assigned to Artisan by City.

Artisan shall not assign or transfer this Agreement nor the booth space nor any other rights under this Agreement. Artisan shall not permit any other artisan or person to share the space allocated to Artisan or to sell, display or give away any items from the booth space allocated in this agreement to Artisan.

Artisan shall receive a booth space approximately 10'x10' square. Booth space may be on grass or concrete. Artisans may not switch spaces without prior authorization from event supervisor.

Section C: Display & Merchandise

Artisan shall display and sell only the merchandise approved through the application process. Requests to sell additional products must be made in advance by contacting the Parks & Recreation department prior to the event. Requests to sell, display, advertise or give away any additional or different items or to substitute items must be made in writing to the City and approval, if granted by City, will be only by written amendment to this Agreement. Selling, displaying, advertising or giving away any item not listed and approved in this Application and Agreement shall be considered a material breach of this Agreement and Artisan may be removed from the premises without a refund.

Artisan and all Artisan representatives must stay within the perimeters of booth space. Distribution of flyers/literature must be done within the perimeters of booth space. Artisan may not sell, distribute or solicit outside booth space. Artisan may not allow any other person to sell, distribute or solicit materials provided by Artisan outside of Artisan's booth space. Violation of

this requirement shall be considered a material breach of the Application and Agreement for which this Agreement may be immediately terminated by City. Artisan will be removed from the premises without a refund.

All equipment, supplies and materials such as tables, chairs, EZ-Up or similar canopies, banners, signage, display hooks and personnel desired by Artisan for the booth space display shall be supplied by Artisan. Artisan has complete responsibility for the staffing and operation of their display and booth space. If Artisan sets up an EZ-Up or similar canopy, it must be tied down or weighted with sandbags or other weights specifically made to secure such canopies. Canopy legs must fit into assigned space and must not obstruct patron traffic.

Power is not available. Artisan should be prepared to use battery-operated equipment.

The event will go on despite rain, wind or other inclement weather. Artisan must be prepared to participate and occupy the booth space(s) allocated to them regardless of weather conditions. Artisan's display, equipment and materials must be set up to withstand inclement weather and to ensure that it does not become a hazard to other vendors or the public.

Artisans shall maintain their booth space in a safe, clean and sanitary manner. Artisans will provide their own trash receptacle. Trash cans provided by the City on the event grounds are for the general public. Artisans shall not pull event trash cans behind artisan booths. Artisans shall not place booth trash in event cans during the event. At the conclusion of the event, Department may provide trash cans for Artisans if available. Cardboard boxes shall be broken down and placed in the can so that lid closes completely.

Artisans shall provide adequate staff and supervision of their display area during the event and shall not leave their booth space(s) unattended. The City may be able to provide a booth sitter on a temporary first come first served basis during parts of the festival day to Artisans needing a quick break.

Artisan's booth space must be inviting in appearance and have adequate signage identifying their business name and/or merchandise. All signage and décor must meet City approval.

Section E: Artisan Information Packet

Upon acceptance into the event, Artisan will be notified by phone and given packet pick-up instructions. Artisan information packets will include the following: general information sheet, directions to the venue, venue parking information, two artisan badges, one parking pass.

Section F: Booth Set Up and Tear Down

Upon arrival to the Artist Loading/Unloading area of the Palmdale Amphitheater, the City will provide, on a first-come, first-served basis, staff and handcarts to assist with transportation of Artisan's supplies and equipment. Artisans are responsible for setting up and tearing down booth display. At the conclusion of the event, City staff assistance with transportation of supplies and equipment will take longer due to everyone vacating at the same time. It is recommended that you bring a handcart if possible. Artisan shall completely remove the

display and all materials brought on site by Artisan, leaving their area clean and free of debris and rubbish.

Artisan set up must be concluded by 9 am on event day. Overnight security will be provided Friday, October 8, 2021. Artisan set up may be conducted on Friday, October 8, 2021 from 3-7 pm and/or Saturday, October 9, 2021 from 6-9 am. Vehicles are not permitted on the grounds. Artisans may not begin to teardown booth until the grounds are clear of patrons. Teardown can begin at 6 pm and must be concluded by 9 pm on event day.

The City of Palmdale does not provide insurance of any kind for artisan's equipment or property. Artisans are advised to have their property and equipment adequately insured.

Kaleidoscope is an outdoor event, subject to, among other potential risks, rain, high winds, theft, vandalism, and the like. Artisans are advised, in addition to carrying the required insurance, to govern themselves accordingly, and take all appropriate precautions to safeguard their property and equipment, and the property and persons of fellow vendors and visitors to the event.

Waiver: I, the undersigned, am fully aware and understand the potential risks involved with my participation in this cultural activity for the citizens of the City of Palmdale, namely the Kaleidoscope event. Specific dangers include damage to personal property, loss of personal inventory, serious physical injury or death. Additional dangers include and are not limited to damages due to inclement weather and other reasonably anticipated risks that accompany participation in such event. I acknowledge that I voluntarily participate in the event. I hereby agree to assume all risk of injury, damage to persons and property and/or death, and to hold the City of Palmdale, Department of Parks & Recreation and its officers, agents or employees harmless from any liability for any injuries, or claim for damage, damage to goods or death that may arise in connection with my participation in this event. This Hold Harmless Agreement also pertains to any actions of negligence by the City of Palmdale, Department of Parks & Recreation, and its officers, agents, or employees which may have caused or contributed to the injury, damage, or death. This Agreement shall be binding upon my heirs and dependents as well as myself. I participate freely and voluntarily in this event and expressly assume all of the risks of the event.

Indemnification: Artisan agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against all claims, losses, obligations, or liability which arise out of, or are in any way related to, Artisan's participation in the City's Kaleidoscope event and the booth space(s) and display installed and operated by Artisan and Artisan's acts, errors or omissions, or those of its employees or agents under the Agreement.

COVID-19 RELEASE, WAIVER AND ASSUMPTION OF RISK:

I acknowledge that the City is making recreation services available to me during the global COVID-19 outbreak. I understand that the City is taking reasonable measures to prevent the spread of COVID-19 infection, including tracking/tracing, and following applicable state and County public health orders and protocols. However, an inherent risk of exposure to COVID-19 currently exists in any public place where people are present, and the possibility of

transmission cannot be eliminated. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and individuals with underlying medical conditions are especially vulnerable. By participating in the City's program, I voluntarily assume all risks, and agree to hold the City harmless from any damages related to exposure to COVID-19. I am aware that I may be exposed to COVID-19, and I accept the risk and take full responsibility for such.

I agree to adhere to any and all State and County COVID-19 Orders currently in place, including wearing a face mask and physical distancing, while participating in recreation services. I acknowledge that I may be asked to leave the premises for failure to follow social distancing orders and forfeit fees paid for services. I represent that I have not had, and nor has anyone in my household, within the previous ten (10) days exhibited any COVID-19 symptoms: chills, cough, shortness of breath or difficulty breathing, feeling tired, muscle or body aches, headache, sore throat, nausea or vomiting, diarrhea, congestion or runny nose, a fever over 100.4 degrees Fahrenheit, or new loss of taste or smell. I agree that I will not attend, and nor will the parent or guardian of minor program participants, attend recreation services offered by the City of Palmdale, if any of the following conditions apply:

1. I or anyone in my household has exhibited any COVID-19 symptoms previously listed in the last ten (10) days.
2. I or anyone in my household has been diagnosed with COVID-19 or has suspected diagnosis of COVID-19 or pending COVID test.
3. I or anyone in my household has spent time with another individual who has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19.
4. I or anyone in my household is currently under isolation or quarantine orders.

If I am unable to continue participation in recreation services as a result of COVID-19, I may request a partial refund for services not rendered.

Section G: Cancellation/Failure to Occupy Space

Artisan may cancel this Agreement and the booth space(s) allocated to them by written notice to City on or before September 20, 2021. Such termination by Artisan terminates the Agreement and Artisan will receive a full refund. Cancellations received after September 20, 2021 will not be subject to refund.

Section H: Duties of the City

The City will provide and distribute media information and publicity.

The City is not responsible for any damage or theft of any good, items or vendor display.

The City shall have employees at the event site from 6 am to 9 pm the day of the event.

IN WITNESS WHEREOF, this agreement was executed on the dates written below. Execution by the City constitutes application approval.

CITY OF PALMDALE:

ARTISAN:

Annie Pagliaro
Recreation Supervisor

Print Artisan's Name

Date

Print Artisan's Title

Artisan's Signature

Date

ADDRESS FOR NOTICE:

City of Palmdale
827 E. Ave. Q-9
Palmdale, CA 93550
661/267-5611

ADDRESS FOR NOTICE:

