



## 2020 – 2021 Art in the Park Show Rules & Agreements

The purpose of Art in the Park is to provide a venue for artists who are the sole creator, designer and executor to showcase and sell their work. It is the exclusive right and responsibility of the NA through recommendations by its Advisory Committee to remove work that is not in compliance with the art show policies and requirements as stated below. Please note: failure to follow these rules will be dealt with on a case by case basis. Violations could result in suspension from Art in the Park or disqualification from future participation.

The Art in the Park outdoor show may be limited in capacity and subject to limited availability or closure, based on direction from health experts and government officials to promote physical distancing.

### **Registration & Cancellation:**

#### **November, December, February, March and April Shows**

1. The application and booth fee must be received on or before the deadline indicated per show. **The registration deadline for the November, December, February, March and April Show is the Friday, one week before the show.**

Submission of an application payment is a commitment to exhibit.

**CANCELLATION:** In the event that the “Show” is interrupted or prevented without contributory fault or negligence of either party because of war, act of God, fire, national or local calamity, national or local pandemic other than COVID-19, riot or civil disorder, any act or regulation of public authorities, or any unforeseen occurrence or labor dispute, including strike or lockout of employees, then obligations of the parties shall be suspended to the extent made necessary, and booth fees less operating expenses shall be refunded. Neither the Artist nor the “Show” shall be liable to the other for any damages caused thereby.

**COVID-19 CANCELLATION:** In the event that the “Show” is **prevented** without contributory fault or negligence of either party because of **COVID-19**, then obligations of the parties shall be suspended to the extent made necessary, and booth fees will be refunded. Neither the Artist nor the “Show” shall be liable to the other for any damages caused thereby.

In the event that the “Show” is **interrupted** without contributory fault or negligence of either party because of **COVID-19**, then obligations of the parties shall be suspended to the extent made necessary, and booth fees less operating expenses will be refunded.

Neither the Artist nor the "Show" shall be liable to the other for any damages caused thereby.

2. Artist Cancellation and Refund Policy: Artists must notify the Events Manager of a cancellation prior to the start of the show. An email or a phone call is acceptable. **If you cancel after the registration deadline, you will not receive a booth fee refund.**
3. **Only one show refund is permitted, per Naples Art Series. If you cancel after the registration deadline, you will not receive a booth fee refund.** The Naples Art Series will not be applicable in the 2020-2021 season.
4. All refunds are subject to a **\$25.00** processing fee

### January Show

Accepted artists will be required to submit their booth fee payment by the deadline date of November 27, 2020 for participation. If the booth fee is not received by the deadline date, the artist is essentially forfeiting his/her participation in the show. Once the booth payment deadline has passed, we start calling people off the wait list to fill the booths.

**Artist Cancellation: No refund after December 11, 2020. Cancellation/Refund Exception: Death in the family. Immediate family includes the following:** Someone's spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. **In cases of death: Refunds require a copy of the obituary.**

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**COVID-19 CANCELLATION:** In the event that the "Show" is **prevented** without contributory fault or negligence of either party because of **COVID-19**, then obligations of the parties shall be suspended to the extent made necessary, and booth fees will be refunded. Neither the Artist nor the "Show" shall be liable to the other for any damages caused thereby.

In the event that the "Show" is **interrupted** without contributory fault or negligence of either party because of **COVID-19**, then obligations of the parties shall be suspended to the extent made necessary, and booth fees less operating expenses will be refunded. Neither the Artist nor the "Show" shall be liable to the other for any damages caused thereby.

**All refunds are subject to a \$25.00 processing fee.**

### Event Logistics:

1. All participants must have a **white** 10' x10' tent. Exceptions must be approved by the Events Manager.
2. All tables must be covered and skirted to the ground.
3. **Each tent MUST have a fire extinguisher in their tent.** This is required by the City Fire Marshall. We will inspect each tent for a fire extinguisher at each show. Failure to have your fire extinguisher will result, in exclusion from the show. We will ask you to pack up and leave that day. The Naples Art Association will sell fire extinguishers, if there is availability, at a cost of \$20 per extinguisher.
4. **All tents must be secured properly by use of weights.** You must have weights on all four tent legs weighing 20 lbs each for a total of 80 lbs per our Fire Marshall. Weights must be visible and the Event Manager will inspect each tent for weights at every show per an agreement with the Fire Marshall. Failure to weight your tent will result, in exclusion from the show. We will ask you to pack up and leave that day. Naples Art will rent weights, if there is availability, at a cost of \$10 per weight.
5. Artists must unload their vehicles and then move their vehicle to the designated parking area BEFORE setting up. Parking is not allowed on 6<sup>th</sup> Ave South or in the Naples Women's Club parking lot. Our designated parking area is the City lot across the street from the Girl Scout building on Park St.
6. All artists must be set up by 9:30am and cannot start break down until 4pm. Any artist closing his/her booth prior to the designated hours will not be permitted to return and/or apply for participation in subsequent art shows. You will receive one warning for breaking down early and any subsequent infractions may result in suspension or disqualification from future art shows.
7. All vehicles must be out of show area before 8:30 am and may not re-enter show area until 5:00 pm. Cars are not allowed into the event site until pedestrians are clear of the area or until directed by Events Manager which will not be until after 5pm. In order to expedite breakdown please pack up everything then drive in and load your car.

### **Health and Safety:**

The health and safety of the artists, Naples Art employees, volunteers and visitors is critical in our decision-making. We are taking direction from health experts and government officials, and using best practices gleaned from other outdoor events, and retail outlets to develop a modified site plan promoting hygiene and social distancing. Our footprint will allow greater spacing between artists to promote physical distancing, provisions for hand washing, and access to sanitizing gels.

As each show month approaches, our planning will become more specific, and we will publish personal health and safety requirements for your review and compliance.

## Booth Guidelines & Expectations:

The Art in the Park outdoor show may be limited in capacity and subject to limited availability or closure, based on direction from health experts and government officials to promote physical distancing.

1. All artists are required to be present during all show hours. No agents, family or friends are permitted to represent the artist.
2. Only work in the category accepted through the jury process is allowed to be exhibited. It is the exclusive right and responsibility of the NAA through recommendations by its Advisory Committee to remove work that is not in compliance with the festival policies and requirements. If you have multiple mediums, you must be juried in for each.
3. Hobby crafts are not an acceptable medium. Pieces made from kits or patterns are not acceptable, nor are the works made from assembling wholly purchased parts or purchased molds. Food, candles, and soaps are not acceptable. Please see acceptable categories below.
4. All two-dimensional artwork displayed on walls must be framed or gallery wrapped. All 2D artwork must be hung or in bins, 2D artwork is not allowed to be displayed on the ground. Any bins and tables must be in your tent so you don't encroach on your neighbors' space.
5. You may bring a pet but If at any time during festival hours your pet becomes threatening to customers or fellow artists; disruptive or loud (constant barking) you will have to remove the pet from the festival area. Your dog must be contained to your booth space, please understand that other artists do not appreciate the presence of pets in their booth.
6. Signs announcing "Sale", "Discounted", "Reduced Prices", etc. or the display of ribbons or awards won at previous art shows are strictly prohibited.
7. Artists are responsible for the cleanliness of their booth space and around their booth space. Please pick up any trash around your booth and leave the site better than you found it.
8. Buy/sell items are not allowed at Art in the Park. Art in the Park artists must be the artist, designer and manufacturer of items sold in their booth. Any items that are suspected to be buy/sell will be addressed by the NAA Advisory Committee. The artist must be able to prove that they made said items or remove them from their tent. The first infraction will be a warning and subsequent infractions could result in suspension or disqualification.
9. Artwork created from commercial molds, kits, or other commercial methods or artwork produced in studios involved in volume production will not be permitted.
10. Work made from readymade items like clothing, furniture, etc. with painted, dyed or added embellishments will not be accepted.

11. No work on display may be copies of masters, advertisements, or widely circulated photographs, this also includes any registered trademarks.
12. No posters, laser prints, t-shirts, postcards, calendars or candles will be permitted. Please note that there are some artists who are currently selling notecards as they have been grandfathered in before this rule was established.
13. Shell art must be more than gluing or adhering shells to a readymade item, i.e. – mirror, light switches, etc. and must incorporate original design, composition balance and use of color.
14. Jewelry must have a majority of its components made by the artist to be acceptable. Counting and stringing of purchased beads will be considered only if presenting an original design element, unique stringing techniques or an intricate use of composition and color or all of the aforementioned elements.
15. Each exhibitor is responsible for collecting and remitting 7% sales tax to the Florida Department of Revenue. For information:  
[http://floridarevenue.com/Forms\\_library/current/dr15.pdf](http://floridarevenue.com/Forms_library/current/dr15.pdf)
16. Artists may not smoke in their booths.
17. Art in the Park is an alcohol and drug free event.
18. Artist will comply with all COVID-19 safety and health guidelines established.
19. Participating Artists must maintain general liability insurance including bodily Injury and property damage liability in an amount not less than \$1 million per occurrence/\$2 million in the aggregate for the duration of the Art Show.

#### **ACCEPTABLE CATEGORIES WITH DESCRIPTIONS:**

- **Clay:**  
Original shaped and fired clay (including earthenware, porcelain, stoneware and terracotta), excluding jewelry. May not be machine-made, mass produced or used as embellishment on another medium. (For example, a leather handbag with clay balls for decoration.
- **Digital Art:**  
Signed, original work created by the artist using a computer, printed with archival quality materials. This category includes scanned images of the artist's original photography work that have been significantly manipulated or enhanced into the final piece; art that could not have been created without digital technology.
- **Fiber/Leather:**  
Original work created by the artist from fibers or leather including batik, basketry, weaving and fine wearables. Any fiber submissions must include more than combining

two different items such as sewing or embellishing a ready-made item such as a pillow.  
Excludes jewelry.

- **Furniture:**  
Original work in any material which is functional as a piece of furniture.
- **Glass:**  
Original work created in glass by the artist including blown glass, fused glass or stained glass. Excludes jewelry.
- **Graphics/Printmaking:**  
Original two-dimensional work including graphite, charcoal, chalk, pastels, wax crayon, inks, and washes. Also, prints manually created by the artist using plates, stones or screens which have been signed and numbered.
- **Jewelry:**  
All jewelry, whether the work is produced from metal, glass, clay, fiber, paper, plastic or other materials, must be entered in this category. No commercial cast, molds or production studio work is allowed. Absolutely no buy/sell is allowed.
- **Metal:**  
Original, non-jewelry metal work created by the artist without use of a production studio. Excludes jewelry.
- **Mixed Media 2D:**  
Includes collage and handmade paper; incorporates more than one type of material and has a relief depth of less than 1/8 inch.
- **Mixed Media 3D:**  
Original, non-functional work which combines more than one material or media and exceeds 1/8 inch depth. Excludes jewelry.
- **Painting:**  
Original, two-dimensional work created with pigment, including oils, acrylics, watercolor, egg tempura, casein, alkyd, etc.
- **Photography:**  
Signed prints created by the artist from his/her own original negative or digital files that have been process by that artist or under the artist's direct supervision.
- **Sculpture:**  
Original three-dimensional work created by shaping stone, wood or any other hard material. Excludes Jewelry.
- **Wood:**  
Original hand-tooled, machine worked, built-up, turned or carved work in wood. Excludes jewelry. Anything which can be used as a functional piece of furniture should be entered in the furniture category.

## Artist Agreement

I hereby submit this payment to become an exhibitor in the Art in the Park Art Show 2020 - 2021. I agree to abide by the festival policies and regulations as established by the Advisory Committee and the City of Naples.

By submitting this payment, applicant hereby and forever discharges the Art in the Park Art Show, Naples Art, Naples Art Association, and the City of Naples, of and from all manner of actions, suits, and damages, claims and demands, whatsoever in law or equity, from any loss and damage to the undersigned's property while in the possession, supervision or auspices of the Art in the Park Art Show, Naples Art, Naples Art Association, the City of Naples, their agents, representatives or employees.

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I also warrant that the artworks to be shown were produced, solely by myself or in collaboration with the co-artist in the category in which selected. I also authorize use of the images submitted with my application or duplicates thereof for show publicity, documentation or archival purposes.

By participating in the Art in the Park Show, I agree to grant a license to the Naples Art to reproduce electronically, in limited resolution, my original artwork for a period of up to eighteen (18) months beginning November, 2020. I retain full copyright of my original artwork. My images shall not be redistributed except as anticipated on the web site, show printed material, advertising and other show-related media, without the express written permission of me and the Naples Art.

The Naples Art reserves the right to make final interpretation of all rules.

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Artist Insurance**

Naples Art is requiring that all Artists carry liability insurance in the amount of \$1,000,000 and provide a Certificate of Insurance naming Naples Art Association as additional insured. As you may know, this has become a requirement of most art festivals across the country.

In order to participate in Art in the Park for 2020 – 2021 season, Artists agree to provide a Certificate of Insurance — due the Friday, one week before each show.

Artists may not setup or exhibit until the approved Certificate of Insurance is received by Naples Art.

**Insurance Resources:**

A reference guide to artist insurance can be found at the following url: <https://cerfplus.org/business-insurance-plans/>

The link to the above website is provided for convenience and reference only and NA takes no responsibility for the content of the website.