

**Official Rules for Artists – 53rd Annual  
Tubac Festival of the Arts**

1. **The Festival is juried. All artwork exhibited must be original art created and hand-produced by the artist.** Reproductions of artwork are permitted if processed by the artist or under the artist's supervision and clearly labeled with a description of the process and materials used.
2. **Kit-produced items, manufactured objects** and work that is not personally made by the artist are unacceptable.
3. **Artist must be present at their booth for the entire Festival.** Photo ID will be required at check-in.
4. **Absolutely no articles NOT made by an authorized Exhibitor and/or NOT approved by the organizer will be allowed.** Any Exhibitor found displaying or selling such items will be asked to vacate his/her booth space immediately and will be refunded their fees.
5. **Exhibitor agrees** that, if accepted to the 53rd Annual Tubac Festival of the Arts, Organizer is under no obligation to accept Exhibitor in future Festivals. Booth locations will be assigned in accordance with the best interest of the Festival.
6. **Exhibitor agrees to occupy booth space as assigned, and to be opened and staffed during all regular festival hours (10 – 5 daily).** If space is not occupied by exhibitor, organizer reserves the right to re-assign the space as it see fit without any refund, full or partial.
7. **Exhibitor is allowed to have helpers** assist in selling work, but may not employ sales agents in lieu of himself/herself at the Festival.
8. **It is the sole obligation of the Chamber to furnish an outdoor booth space.** There are no refunds, rain checks, or extended show dates due to inclement weather. The Chamber is not obligated to provide other services of any nature.
9. **Exhibitor shall be liable** for delivery; handling, set-up and removal of his/her own displays and materials. Exhibitor is responsible to provide all necessary equipment. **Exhibitor agrees to have a white tent.** All displays, merchandise and equipment must be contained within the assigned booth space. Generators are not allowed.
10. **All exhibitors must move their vehicles** from the festival site by 9:30 AM each day.
11. **Parking: Parking is \$6/day** for cars; there is limited RV parking (dry camping) available. No parking on streets during festival.
12. **. Set up** will be on Tuesday, February 7, 2012, time TBD.
13. **Insurance**, if desired by the Exhibitor, must be obtained at the Exhibitor's own expense. The Chamber assumes no risk and, by acceptance of this agreement, the Exhibitor expressly releases the Chamber and all of its representatives of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said booth space by the Exhibitor, and agrees to hold and save the Chamber and its representatives harmless of any loss or damage by reason thereof.
14. **The Chamber will not be liable** for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to acts of God, public enemy, strikes, statutes, ordinances or any legal authority, or any other cause beyond the Chamber's control.
15. **All pertinent Fire Codes, laws, ordinances and regulations** pertaining to health, fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped or otherwise fixed to any community or private property.
16. **Exhibitor will be required** to have any and all business licenses, permits and requisite insurance that are needed for his/her operation.
17. **Payment Terms:** Applicants must submit a check or money order including the non-refundable \$30 application fee and the appropriate booth fee with their application/contract. Applications received without full payment will not be considered. Checks will be deposited upon receipt. Jury notification will be December 1, 2011. Non-accepted applicants will receive a 100% refund of booth fees with their jury notification. Artists may pay online, via PayPal.
18. **Cancellation Policy:** Booth fees are refundable only if the Tubac Chamber of Commerce office is notified of cancellation **in writing by December 30, 2011.**
19. **Exhibitors agree to obtain written permission** from the Chamber prior to using the Tubac Chamber of Commerce logo, Tubac Village logo or any photos/art from the Tubac Chamber's website in connection with their business.
20. **Exhibitors agree to allow the Chamber** to use their slides and application materials for promotional purposes.
21. **This Contract** constitutes the entire contract between parties and no waivers, modifications or amendments shall be valid unless written upon or attached hereto and shall be approved in writing by the Tubac Chamber of Commerce.