

LogJaM Arts, Inc.
2008 Oklahoma Flute Festival
ARTISANS AGREEMENT RULES AND REGULATIONS:

LogJaM Arts, Inc. P.O. Box 38, Tahlequah, Oklahoma 74465
(Hereinafter referred to as the "ORGANIZER"), and

(Applicant will here after be referred to as the "VENDOR").

APPLICATION REQUIRMENTS:

1. Two digital images of work must be submitted via email: okflutefest@yahoo.com OR via mail to LogJaM Arts, Inc. Attn: Okflutefest PO Box 38 Tahlequah, OK 74465, with application by deadline.
2. **Application Deadline is Monday September 15th, 2008 (All Applications MUST be postmarked by Midnight September 15th, 2008)**
3. **Cancellation deadline is Monday September 15th, 2008.**
 - A. **Cancellations must be sent in the form of a letter, signed by the Vendor, or via email directly from Vendor. Cancellation requests must be postmarked by the deadline above. No booth fee refunds after September 15, 2008. No exceptions.**

DATES AND TIMES:

4. The VENDOR agrees to abide by the times and dates indicated below for set up, sales, and tear down.

Application Deadline	Monday September 15 th , 2008	Midnight
Cancellation Deadline	Monday, September 15, 2008	Midnight
Check-in/Set-up allowed	Friday, October 3 rd , 2008	10:00 a.m. to 4:00 p.m.
Check-in/Set-up allowed	Saturday, October 4 th , 2008	8:00 a.m. to 9:00 a.m.
Arts and Crafts Sales	Saturday, October 4 th , 2008	10:00 a.m. to 5:00 p.m.
Arts and Crafts Sales	Sunday, October 5 th , 2008	10:00 a.m. to 5:00 p.m.

OUTDOOR BOOTH FEES:

5. **BOOTH FEES:** VENDOR fee for outdoor booth space must be postmarked by Monday September 15th, 2008.
 - A. Outdoor Booth: One 10 feet X 10 feet outdoor booth space. One Hundred Dollars (\$110.00)
6. **Accepted forms of payment are:** check, money order, or cashier's check.
 - a. **Checks: Outdoor Booth space is reserved upon check clearing bank. No booth or table space will be reserved if check does not clear unless alternative form of accepted payment is produced.**
 - b. No outdoor booth site will be reserved without advance payment.
 - c. Each **Additional Outdoor Booth space(s)** requires additional full fee per outdoor booth space requested.
 - d. Payments accepted from March 1st, 2008 through September 15th, 2008.
 - e. Any available outdoor booths requested after the deadline will include a \$25.00 non-refundable late fee. *(This late fee will only be void if booth assignment occurs due to a vendor cancellation).*
 - f. No discounts apply.
7. Booth spaces are limited. Early registration is the best form of confirming a space. Once the spaces are filled no other forms of vendors will be accepted. In such case that we have a cancellation we will offer a first come first serve basis.
8. **OUTDOOR BOOTH SITES:**
 - a. Outdoor booth sites measure approximately ten feet by ten feet (10 feet x 10 feet);
 - b. A ten foot by ten foot space will be considered one vendor booth space
 - c. Vendors wishing to erect a larger tent (i.e. a 10 feet x 20 feet) should consider renting multiple spaces.

RULES, REGULATIONS, AND GENERAL CONDITIONS

9. **EXHIBITED WORK:** The VENDOR hereby certifies that at least 70% of booth or table must be original work made or produced by the actual VENDOR(S) and be of **WORLD MUSICAL INSTRUMENT EMPHASIS OR FINE ARTS AND CRAFTS. PREFERENCE WILL BE GIVEN TO VENDOR(S) EXHIBITING NATIVE AMERICAN OR NATIVE AMERICAN STYLE MUSICAL INSTRUMENT EMPHASIS.**
 - a. Musical VENDOR'S original handmade/produced wok may include but not limited to original handmade/produced Native American or Native American Style flutes, Drums, Ocarinas, Rattles, Didgeridoo, World Flutes, World Musical Instruments, Bags, Stands, Music, CDs, etc.
 - b. Fine Arts and Crafts VENDOR'S original handmade/produced work may include but not limited to painting, sculptures, photography, jewelry, woodwork, prints, etc.

- c.** Booth will be inspected to assure that the work described in the application is the work shown.
 - d.** Remaining 30% of booth can be other goods approved by ORGANIZOR. Please list all goods on application.
- 10. **BOOTH / TABLE SPACE INSPECTIONS:** VENDOR booth and table spaces will be inspected throughout the weekend to assure that the work described in the application is the work shown.
- 11. **No out of trunk sales will be allowed.**
- 12. **CHECK-IN and SET-UP:** Packets will be passed out to VENDORS at check-in and contain specific set-up instructions and location.
 - a. All VENDORS must check in at the organizer's booth prior to setting up their booth or table space.
 - b. Please be considerate of other VENDORS during set up; unload the contents of your booth, THEN MOVE YOUR VEHICLE prior to constructing the exhibit.
 - c. All vehicles must be removed by one hour before the festival opening.
- 13. **SITE OCCUPATION:** No site shall be occupied until an ORGANIZER representative has checked in VENDOR. **No check-in is allowed after 4:00 p.m. Friday October 3rd, 2008 or after 9:00 a.m. Saturday October 4th, 2008.**
 - a. The ORGANIZER hereby agrees that the VENDOR may set up an assigned booth space(s) herein identified on Friday, October 3rd, 2008, between 10:00 a.m. to 4:00 p.m. No check-in allowed after 4:00 p.m. As well as, on Saturday October 4th, 2008 between 8:00 a.m. to 9:00 a.m. No check-in allowed after 9:00 a.m.
- 14. **TEARDOWN:** Check-in packet will contain specific tear down instructions.
 - a. **EARLY TEAR DOWN WILL NOT BE PERMITTED** unless directed by the festival ORGANIZER.
 - b. Tear down booth first, then quickly move your vehicles to load.
- 15. **SHARING:** VENDORS opting to share a booth(s) must indicate so on their application and signatures of all parties are required. Only one application is necessary for shared both space. Applications will not be accepted until all parties have been reviewed. All parties must follow rules and guidelines of this contract.
- 16. **ARTIST PRESENT:** VENDORS must be present during the festival.
- 17. **VENDOR IMAGERY FOR MARKETING:** The VENDOR agrees to allow ORGANIZER to photograph, and/or record VENDOR and VENDOR'S work/booth during the entirety of the Oklahoma Flute Festival. VENDOR also agrees to release any and all rights and claims to such material; to be used for any future marketing and promoting purposes by the ORGANIZER.
 - a. Includes Images submitted as part of VENDOR application for the Oklahoma Flute Festival.
- 18. **OTHER:** The VENDOR will not sell any guns, knives, or other weapons, whether toy or real; nor any live animals; or conduct any game of chance. Political booths are prohibited. All activities must comply with the laws of the State of Oklahoma.
- 19. **FOOD OR BEVERAGE:** The VENDOR shall not serve or sell food, beverages, or water in his/her assigned booth site(s). The ORGANIZER reserves the right to require the removal of any item that may present a conflict with Rules and Regulations.
- 20. **ELECTRICAL OUTLETS AND GENERATORS:** The VENDOR exhibiting outdoors will have a very limited amount of booths with access to 110 volt electrical outlets. These booths will be sold as a first com first serve basis and an additional fee of \$50.00 on top of the regular vendor rental fee. Portable generators will not be allowed under any circumstances. Battery operated amplifier only will be allowed and must be run through personal listening devices (headphones).
- 21. **DRUGS AND ALCOHOLE:** The VENDOR hereby agrees that no sale, dispensing, or consume of any form of illegal drugs or alcoholic beverages will not be allowed on the grounds of Cherokee Heritage Center during any Oklahoma Flute Festival related event.
- 22. **TRANSPORTATION:** The VENDOR shall furnish all necessary transportation and all appropriate equipment, tools, and supplies, such as display tables, chairs, etc., necessary for operation.
 - a. VENDOR agrees to remove all equipment, inventory, and personal property from CHEROKEE HERITAGE CENTER no later than 7:00 p.m. on Sunday, October 5th, 2008.
- 23. **RV's AND TRAILERS:** RV's, trailers, dual wheeled, dual axle vehicles, or other vehicle in excess of normal automobiles and light utility vehicles (conversion vans, pick-ups) are allowed on CHEROKEE HERITAGE CENTER grounds in designated parking areas during festival hours only. RV and overnight tent camping is NOT allowed on CHEROKEE HERITAGE CENTER property, but is available at Cherokee Landing State Park (about 10 minutes away).
- 24. **LODGING:** Rooms are available at several local hotels on a first come first serve basis. TENKILLER LODGE, festival hotel of the Oklahoma Flute Festival 2008 may have rooms available. For reservations please contact TENKILLER LODGE at: 918-453-9000. For a more complete list of places to stage please visit website.
- 25. **SALES TAX:** The VENDOR shall be solely responsible for payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities. Oklahoma State tax information will be provided in your check-in packet.

26. **TRASH:** The VENDOR shall be responsible for the clean up of his/her assigned site(s), including bagging and tying all trash bags and delivering the bagged trash to designated trash pick up locations.
27. **CHEROKEE HERITAGE CENTER GROUNDS AND TENT ANCHORS:** The VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees nor damage or deface any property on CHEROKEE HERITAGE CENTER premises. Oklahoma weather can produce gusty winds, VENDORS should anchor their booths accordingly to prevent injury to themselves and others. Heavy weights (sandbags) on each leg of the booth are recommended.
28. **LIABILITY:** The ORGANIZER and CHEROKEE HERITAGE CENTER will NOT be held responsible for any accidents or injuries in or around VENDOR booth(s) or on CHEROKEE HERITAGE CENTER property, nor for any damage or theft of property belonging to the VENDOR.
29. **TRANSFER OF AGREEMENT:** The ORGANIZER and the VENDOR hereby agree the services specified in this Agreement may not be transferred, delegated, or assigned in any way shape or form or for any reason.
30. **AGREEMENT TERMINATION:** This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. The ORGANIZER may terminate this Agreement without notice and forthwith remove the VENDOR from the premises for selling UNAUTHORIZED ITEMS, failure to sell from assigned site(s), or breach of any part of this Agreement, including without limitations, failure to timely pay the booth fee set forth herein.
 - a. No refunds shall be given to the VENDOR should this Agreement be terminated due to VENDOR being removed from the premises for any reason including rain.
 - b. The VENDOR shall receive a refund of the booth site fee in the event the Oklahoma Flute Festival is formally canceled by the ORGANIZER.
 - c. The VENDOR may terminate or cancel this agreement by mailing or emailing a request in writing, which states reasons for cancellation. This request must be postmarked no later than September 15th, 2008 in order to receive a refund; otherwise this agreement may not be terminated or canceled prior to its normal conclusion, without the prior written consent of the ORGANIZER.
 - d. NO refunds will be given if VENDOR terminates this agreement after the Cancellation deadline of September 15th, 2008.
 - e. No refund will be issued due to inclement weather.
31. **VENDOR AS INDEPENDENT CONTRACTOR:** The parties hereto stipulate and agree that, under this Agreement, the VENDOR is not acting as an agent, employee, representative, partner, nor joint venturer of the ORGANIZER, but shall at all times and for all purposes have the status of independent contractor. The ORGANIZER shall not control the manner or methods by which the VENDOR performs Arts and Crafts Sales, except as expressly provided for herein.
32. **VENDOR RESPONSIBILITY AND LIABILITY:** The VENDOR assumes the entire responsibility and liability for:
 - a. Losses, damages, and claims arising out of injury to his/her own personal property or party.
 - b. Damage to the VENDOR'S displays equipment, or other property.
 - c. VENDOR agrees NOT to hold liable or responsible in any form the ORGANIZER, its employees, event coordinators, guests, volunteers, and participants against any and all claims or expenses for such losses, arising out of the performance of this Agreement.

LogJaM Arts, Inc.
Oklahoma Flute Festival
ARTISANS AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2007, by and between the **LogJaM Arts, Inc. P.O. Box 38, Tahlequah, Oklahoma 74465** (hereinafter referred to as the "ORGANIZER"), and

(Please print or type name, address, telephone number and tax identification or social security number.)

NAME:	
ADDRESS:	CITY:
STATE:	ZIP:
TELEPHONE:	EMAIL:
WEBSITE:	
DESCRIPTION OF ALL GOODS TO BE SOLD:	

(Now after referred to as the "VENDOR").

WHEREAS, the ORGANIZER has Arts and Crafts sites available for rental at the CHEROKEE HERITAGE CENTER during the Oklahoma Flute Festival, and WHEREAS, the VENDOR wishes to enter into an agreement with the ORGANIZER to rent an Arts and Crafts site.

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions contained herein, the parties mutually promise to the other, agree, and understand as follows, to wit:

- 10X10** Outdoor booth space (\$110.00) **10X10** Outdoor booth space with electricity (\$160.00)
(limited quantities, check for availability)

Sharing (Name, Please print): _____

By signing below vendor agrees to the following:

I (VENDOR) have read and agree to all rules, guidelines, and regulations found either in this contract or on the website for the Oklahoma Flute Festival.

I (VENDOR) have included or emailed two images of goods to be sold at the Oklahoma Flute Festival.

VENDOR(S):

_____ Signature	_____ Date
_____ Signature	_____ Date
_____ Signature	_____ Date

Make Check or Money Order Payable to: **LogJaM Arts, Inc.**

The VENDOR shall return to the ORGANIZER, the signed original of this Agreement with payment.

LogJaM Arts, Inc.
Attention: OK Flute Fest
P.O. Box 38
Tahlequah, OK 74465

For Office Use Only:

Payment received: \$ _____ [] Cashier's Check [] Money Order [] Check
Assigned to Booth # _____ Received by: _____ Date: _____