

## Terms and Conditions

**2021 Arlington Visual Art Studio Tour** (referred to as “Tour” below)

### 2021 KEY DATES

- 6/1 Deadline for completed registration form
- 6/15 Deadline for registration payments via check
- 7/23 Tour Guide/Map PDF sent to artists to proof and confirm contact info
- 7/31 Deadline for artist corrections to contact information
- 9/4 Printed Tour Guide/Maps and road signs anticipated to be available for distribution

### 9/25-26 TOUR DATES

1. **Participation.** Participation is contingent upon upholding and abiding by all terms and conditions, including being open for business and participation from 11:00 am to 5:00 pm on the day that you are registered for.
2. **Studio Location.** A participating artist’s studio must be a workspace for creating art located within Arlington County, VA, which they can make available to the public for this tour. Each studio and pathway to it must be a safe space for public visitation. In studio, artists must exhibit a minimum of 10 pieces and all work shown must be the artist’s original work.
3. **Registration.** Each artist must register as an individual participant, submitting required info, \$30 payment, and image online at <http://arlingtonartstudiotour.org>. Artists sharing a space require separate registrations unless their work is created jointly.
4. **Selling Artwork/Commission:** Participating studios may have art for sale. No commission will be taken by Tour organizers but all costs and taxes incurred by sale of art by the artist will be the responsibility of the artist. Participation in the event requires that you adhere to and abide by all rules, regulations and laws governing Arlington County and the State of Virginia where you are conducting business.
5. **Gallery Relations.** Artists represented by a gallery or galleries are fully responsible for abiding by all terms of agreement with that gallery or galleries, and hold harmless Arlington Visual Art Studio Tour for any issues that may arise due to participation in this event.
6. **Artwork Image and Usage Rights.** By submitting images representative of your original artwork with your application, you are granting the Tour organizers permission to use and publish photographs and any information submitted for the restricted purposes of Tour promotion and education in print and/or online.
7. **Proofing/Changes.** Artists are responsible for proofing online and printed listing as well as map location. If artist fails to proof listings by deadlines provided, the Arlington Visual Art Studio Tour is not responsible for errors and omissions. Registered artists who cannot follow through with commitment to be a participant in this event must cancel participation in writing (email is acceptable) before midnight, June 15. At that point their information will be removed from the website and from the Tour Guide. Registration fee is nonrefundable.
8. **Liability Insurance.** Arlington Visual Art Studio Tour organizers provide no liability insurance coverage to participants of the 2019 Tour. As a participant in the Tour, it is your responsibility to insure yourself, your premises and your work against lawsuit, theft, damage and other potential circumstances. The Tour organizers strongly recommend that you check with your insurance agent as to coverage for this event.
9. **Promotion of Tour and Self.** There is no guarantee of attendance at the Tour event and Organizers are not responsible for the results of your participation in the Tour. Artists agree to engage in the following promotional activities where applicable:

- a) Join our Facebook page and share posts to your artists' page and personal page.
- b) Add the Tour link to your website: [www.arlingtonartstudiotour.org](http://www.arlingtonartstudiotour.org).
- c) Send invitations, including provided ecard, to mailing list.
- d) Invite people to the Tour Facebook event.
- e) Hang provided posters in public places.
- f) Display provided road signs during the tour, including one at the studio address and at least one at the nearest intersection.

**10. Tour Cancellation.** Event will proceed in the event of rainy weather. Circumstances out of the control of the Arlington Visual Art Studio Tour organizers, such as acts of God, may force the event to be cancelled, in which case artists will not be compensated in any way.

**11. Tour Format Change.** If pandemic restrictions prevent the tour from occurring in person, Tour organizers will revert to an online format. In that case, the event may be postponed.

**12. Covid Safety.** Artists agree to wear masks and enforce mask-wearing among visitors, and to limit the number of visitors to allow social distancing (consider 25% capacity). Tour Organizers strongly discourage serving refreshments indoors. If these measures are no longer needed, Tour organizers will inform artists.

**13. AGREEMENT TO RELEASE ASSUMPTION OF RISK:** Participating artists are aware that there are inherent risks involved in participating in the Arlington Visual Art Studio Tour, including, but not limited to, the risk of theft or of damage to property, and the risk of personal injury or illness.

**14. AGREEMENT TO HOLD HARMLESS:** In consideration of being granted permission to participate in this Tour, I, on behalf of myself, my executors, administrators, heirs, next of kin, and successors, hereby covenant to hold harmless and indemnify the organizers of Arlington Visual Art Studio Tour and all of its officers, departments, agencies, agents and employees from any and all claims, losses, damages, injuries, fines, penalties, and costs (including court costs and attorney's fees), charges, liabilities, or exposures, however caused, resulting from, arising out of, or in any way connected to my or my family's participation in the above described program. By submitting registration, you as a Tour artist agree to indemnify, defend and hold harmless the Arlington Visual Art Studio Tour organizers for any lack of attendance and any and all liabilities, claims, errors, omissions, losses, accidents and expenses caused by, arising out of, or in connection with, either directly or indirectly, the Arlington Visual Art Studio Tour events.

The **Arlington Visual Art Studio Tour** team is acting as an organizer to centralize information about this studio tour. These terms and conditions may be updated at any given time without prior notice.

## **AVAST200 Addendum**

Artists who opt to contribute to the AVAST200 Lottery (hereafter referred to as "Lottery") will agree to these terms:

**A1. Participation.** The Artist agrees to reserve the artwork submitted during registration (hereafter referred to as "Artwork") until the time of the Lottery drawing in September (date TBA) or, if selected, until Transfer.

**A2. Artwork Selection.** If Artwork is selected by an AVAST200 Ticketholder (hereafter referred to as "Collector") during the Lottery drawing, the Artist agrees to transfer ownership of Artwork to the same Collector. Arlington Visual Art Studio Tour Organizers do not guarantee that Artwork will be selected.

A3. **Transfer.** Collector and Artist will be provided each other's names and contact information to facilitate transfer of Artwork. Collectors will be encouraged to pick up Artwork during the Tour. It is the responsibility of Collector to pick up work or pay for shipping. It is the responsibility of Artist to:

- a) Allow Collector a timely opportunity for pickup, or to appropriately pack and ship work after shipping is paid by Collector.
- b) Verify the Collector's identity by checking their identification against the name provided by Tour organizers or by asking for an award notification email from AVAST.
- c) Obtain proof of transfer in the form of the Collector's signature, delivery confirmation email (for shipped work) or written confirmation from the Collector.

A4. **Eligible Artwork.** Artwork submitted for AVAST200 must retail for \$200 or more, based on a reasonable assessment of sales of comparable work. Artwork must be in good condition. Artist should indicate whether Artwork is framed, matted, etc. in the Description box on the Registration form. Image must accurately represent Artwork, and can include frame if applicable.

A5. **Compensation.** Artist will notify Tour Organizers once Artwork is transferred to the Collector. Artist will provide their mailing address (if different from studio address) and proof of transfer (see A3 above). Within 2 weeks of notification, AVAST will mail or deliver a check of \$100 to the artist.