

I, the undersigned, have read all the rules and regulations for the HASTINGS MAIN STREET FALL FESTIVAL OF ART and by submitting the application agree to abide by them. The undersigned hereby discharges, releases and holds harmless the St. Augustine Art Association and Hastings Main Street, Inc., their employees, committees, volunteers and sponsors and the City of Hastings of and from any and all manner of actions, suits, damage or claims whatsoever arising from any loss or damages or claims to the person or property of the applicant or anyone's property in the applicant's possession or supervision during the term of the Festival.

All reasonable care will be given to work in the custody of the ST. AUGUSTINE ART ASSOCIATION (STAAA) and HASTINGS MAIN STREET, INC.; however, the organizations cannot assume responsibility for theft, damage or deterioration of work at any time. Concerned artists should carry their own insurance.

Artist verifies that all work on exhibition is original, handcrafted, created solely by him/her. ABSOLUTELY no kits, imports, buy/sell or mass-produced items will be allowed. Booths will be regularly inspected on location.

An accepted Artist Invitation binds the Artist to participate. Cancellations must be submitted in writing to [info@staaa.org](mailto:info@staaa.org) 15 days prior to event. Any approved refunds will be subject to processing fees. Failure to appear at the Festival without proper cancellation is considered a breach of contract and will result in forfeiture of fees and will exclude artist from entry into future festivals and exhibits.

The Application/Contract shall be deemed to have been made in the State of Florida and shall be interpreted in accordance with Florida laws. STAAA and Hastings Main Street, Inc., will not assume liability for any act of God, natural disaster, exposure to adverse weather conditions, damages, injuries or any legal authority or any cause above and beyond their control. Fees will not be refunded due to inclement weather or other extenuating circumstances.

APPLICATION AND LATE FEES ARE NONREFUNDABLE once paid. Returned checks will incur a \$35 fee.

An accepted application grants permission to STAAA and HASTINGS MAIN STREET, INC., to reproduce artwork from the photographs submitted for the purpose of advertising and marketing the Hastings Main Street Fall Festival of Art. STAAA and HASTINGS MAIN STREET, INC., also have permission to publish photos or videos taken of Artist, Artist's booth and work during the

Festival for purposes related to promotion of the Festival, past or future.

*All rules and regulations herein will be strictly enforced. Failure to comply or unruly behavior by the Artist/Exhibitor will result in immediate expulsion and will eliminate exhibitor from future festivals. Festival Committee reserves the right to make final interpretations of all rules and regulations.*

**BY APPLYING YOU ARE AGREEING TO ALL POLICIES, RULES AND REGULATIONS SET FORTH HERE AND IN THE RULES LISTED ON THE APPLICATION ITSELF.**