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**KIRKWOOD SPRING FLING May 15, 2010**  
**ARTIST APPLICATION**  
**www.kirkwoodfling.com**

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Name:			
Address:			
Phone:		Cell:	
E-Mail:		Website URL:	
Type of Art or Booth:			
Requested # of spaces (10' x 10') @ \$50 per space:			
Artist Description for Publication in Home Tour Directory (100 word or less):			

Please confirm your registration as soon as possible as the number of available spaces is limited.

**Provide at least 4 photographs (or a web URL where pictures of your work may be viewed online) with your application of the type of work you would like to display at the festival. Only applications submitted with at least 4 photographs (or a web URL) will be considered for entry into the festival. Photos may be submitted in .jpg or .tif formats.**

- \$50.00 registration fee per space and inclusion in the Tour of Homes/Artist Directory

**\* REGISTRATION WILL BE CLOSED ON APRIL 1st. \***

- Application and check will be returned if an application is not accepted, or when available spaces are filled.

**Please make check(s) payable to "KNO" and mail to Jessica Helfrecht at  
173 Clay St. SE, Atlanta, GA 30317 [404-687-0307, [jhelfrecht@yahoo.com](mailto:jhelfrecht@yahoo.com)]**

- Participants are required to provide their own tables, chairs, and/or tents.
- KNO is not responsible for weather, this is a rain or shine event - NO RAIN DATE.
- All participants must to be at the site **no later than 9:00 a.m.** for set-up. Festival volunteers will be at the exhibit area to direct you to your assigned space for unloading. Vehicles should be parked in designated areas promptly after unloading.
- Booth Coordinator (Jessica Helfrecht) will be on site at 7:30am.
- Please call Jessica Helfrecht with any questions at 404-687-0307 [[jhelfrecht@yahoo.com](mailto:jhelfrecht@yahoo.com)]

Are you a returning artist? \_\_\_\_\_ YES

I understand and will abide by the Kirkwood Spring Fling Exhibition Rules on the reverse side:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **KIRKWOOD SPRING FLING EXHIBITION RULES**

The Kirkwood Spring Fling 2010 is a production of Kirkwood Neighbors Organization, Inc., and is managed by its volunteers and agents designated as Festival Management.

## **1. SPACE RENTAL**

**CHARGE.** The exhibit space rental is \$50.00 for each Artist booth space. Space rental for a Food booth is \$250.00. No structures, awnings, tables, equipment, tents, etc. are provided. All furnishings are the responsibility of the exhibitor.

**2. PAYMENT.** Applications must be accompanied by full payment.

**3. CANCELLATION OF CONTRACT.** In the event an exhibitor must cancel his contractual request for exhibit space, the rental fee paid will not be refunded after April 30, 2010. Festival Management must be notified of all cancellations in writing.

**4. ELIGIBLE EXHIBITS.** Festival Management reserves the right to determine eligibility of any individual, company or product to participate in the festival. Festival Management can refuse rental of exhibit space to any company or individual whose display of goods or services is not, in the opinion of Festival Management, compatible with the character and objectives of the festival.

**5. LIABILITY.** Neither Festival Management and its agents or representatives, including any subcontractors, nor the Kirkwood Neighbors Organization, Inc. and its officers and representatives, will be responsible for injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever prior to, during, or subsequent to the period covered by the exhibitor's contract. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable that each exhibitor shall assume the risk of any injury, loss or damage. By signing this contract, the exhibitor hereby assumes such risk and expressly releases the organizer and individuals referred to above

from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the exhibitor shall be the exhibitor's responsibility.

## **6. EXHIBITOR**

**INSURANCE.** The exhibitor is solely responsible for maintaining any comprehensive and general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased.

**7. DAMAGE TO PROPERTY.** The exhibitor is liable for any damage caused to its exhibit space or other exhibitors' property.

**8. INSTALLATION.** Each exhibitor will be assigned a designated exhibit space (10' x 10') by Festival Management. **Set-up for exhibit spaces will begin at 7:30 a.m. on Saturday, May 15, 2010.** No exhibit materials should arrive prior to this time. **All exhibits must be set-up and complete by 9:00 a.m. Tents may not exceed 10' x 10'.**

## **9. CHARACTER OF**

**EXHIBITS.** No exhibits will be permitted that interfere with the use or appearance of other exhibits or impede access to them or impede the free use of the aisles.

**A. Activities.** Booth personnel must confine their activities within the exhibitor's booth space. Apart from the exhibitor's contracted display space, no part of the Bessie Branham Park commons grounds may be used by any organization other than Festival Management for display purposes of any kind or nature. Exhibitors' brands or company logos, and signs will be limited to their booth space.

**B. Staffing.** Exhibits must be staffed during all official exhibit hours.

**C. Noise, Lighting, Odors.** Festival Management may restrict the use of flashing or glaring lighting effects, inordinately noisy display materials, or those that produce objectionable odors that may interfere with aisle traffic or neighboring booths. The Spring Fling entertainment schedule includes continuous musical performances, so no music may be played in booth space unless headphones are used.

**D. Copyright Licensing.** It is the sole responsibility of the exhibitor to comply with all copyright restrictions as it relates

to any materials used in its exhibit, including but not limited to the playing of live or recorded music. Exhibitor shall obtain any license or grant of authority by ASCAP, BMI, or other copyright holder for use of such materials, and shall present a copy of said license(s) to Festival Management upon request. Festival Management reserves the right to restrict the use of such copyrighted material not licensed for use by the exhibitor.

**E. Hanging Signs.** Hanging signs are not permitted outside the leased 10' x 10' booth space.

## **10. DELIVERY AND REMOVAL**

**DURING FESTIVAL.** Under no circumstances will the delivery or removal of any portion of an exhibit booth be permitted without permission from Festival Management once the festival has officially opened. Deliveries of supplies and/or product during festival hours may be restricted by Festival Management based on size.

## **11. DISMANTLING.**

Exhibitor's display and product may not be dismantled or packed in preparation for removal until after the official closing time of 6:00 p.m. All exhibits must remain intact and be fully staffed until that time. Dismantling may begin at 6:01.

## **12. RELOCATION OF EXHIBITS.**

Festival Management reserves the right to alter the location of exhibit spaces at its sole discretion in the best interest of the festival. Festival Management agrees to notify affected exhibitors of changes in their positioning and/or locations.

## **13. HEALTH & SAFETY**

**REGULATIONS.** Each exhibitor is charged with the knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the festival. Compliance is mandatory and the sole responsibility of each exhibitor.

## **14. FOOD SERVICE/ELECTRICAL CONNECTIONS.**

All exhibitors selling or providing food and/or beverages shall obtain all necessary permits from the Dekalb County Board of Health by no later than May 1, 2010 and must supply their own electricity and water. Festival Management does not guarantee access to and is not responsible for supplying electricity or water

to any vendor.

## **15. FAILURE TO HOLD**

**FESTIVAL.** Should any contingency prevent the holding of the festival, Festival Management may retain such part of the exhibitor's rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, exhibitors will not be reimbursed if the festival experiences adverse weather conditions that affect attendance, nor if the festival is canceled, postponed, curtailed or abandoned due to an act of war, insurrection, or natural disaster.

**16. SALES TAX.** It is the sole responsibility of the exhibitor to collect the appropriate sales tax on all sales.

## **17. AMENDMENT OF RULES.**

Festival Management reserves the right to make changes, amendments and additions to these rules at any time. All changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of such changes. Any matters not specifically covered herein are subject to decision by Festival Management.