

## Standard Terms and Agreements for Participants

Before accepting, READ the following *Terms and Agreements* thoroughly. These Standard Terms and Agreements for Event Participation apply to participants in the event accepted and organized by (or in cooperation with) ArtistVibez.

### Definitions:

The terms used in these Standard Terms and Conditions for Event Participation have the following meanings, unless other written agreements have been made in this respect. In these terms and conditions references to the singular include the plural and vice versa and references to the masculine, feminine and neuter genders include all other genders, in so far as the text requires.

- I. **ArtistVibez:** Artist vibez is a platform for artist of all walks of life to come together, Network, Express their art and Vibe out with other like minded individuals. May be also referred to as AV in this hereby document.
- II. **Participant:** person who has applied via Sign-up Application Form to be a Participant in the Event and with whom the Organizers have entered into a Participation Agreement.
- III. **Participation Agreement:** the agreement between the Participant and the Organizers where the Participant is takes part in an agreed upon event.
- IV. **Event:** the exhibition, showcase, production, performance or other event to be put on by or in cooperation with ArtistVibez.
- V. **Applicant:** each person who has applied via Sign-up Application Form to be a Participant in the Event, regardless of whether this application has been accepted by the Organizers
- VI. **Organizers:** ArtistVibez, also referred to as AV, and/or partners in association with AV.
- VII. **Stand space:** Is an allocated space indicated by AV for, but not limited to vendors and visual artists.
- VIII. **Stand Type:** Type of stand used for exhibition purposes includes, but not limited to tables, easels, chairs.
- IX. **Exhibition Building:** also referred to as the venue/venue space

### Participant Expectations/Standards:

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Participant's electronic signature and clicking "I ACCEPT" indicates their acceptance of the terms and agreements described in this hereby document. By clicking "I ACCEPT" and/or submitting electronic signature, participant also agrees to the following expectations and standards:

1. Visual and performing artist's participation is contingent upon successful submission of overhead fee in the amount of \$20 - this can be submitted via CashApp to \$artistvibez. Otherwise it is the Artist's responsibility to arrange an in-person cash exchange.
  - 1.1. Artists' non-refundable overhead fee helps cover, but not limited to: production, advertisement, marketing cost, door entry and additional overhead expenses. Failure to submit payment in a timely manner will result in being placed on the wait-list and losing your slot in the performing line up.
2. Option to schedule an interview will be available through invitation ONLY and are not provided by request from either artists nor managerial party.
  - 2.1. *For scheduled interviews, expect to designate 30 minutes to an hour for filming*
3. Vendor Participation is contingent upon successful submission of non-refundable vendor fee in the amount of \$80 no later than 5 days before the event unless otherwise discussed. Failure to do so, will result in a cancellation of your participation.
  - 3.1. Fee can be submitted via CashApp to \$artistvibez.
  - 3.2. *Vendor fee helps cover, but is not limited to: production, advertisement, marketing cost, door entry and additional overhead expenses*
4. Only when the option is available via application, Visual and Performing artists will receive 50% of the ticket sold ONLY through an assigned Access Code or pre-purchased tickets
  - 4.1. *With Pre-purchased tickets: Artists may submit a deposit in person or through CashApp to sell event tickets at his/her own discretion. These tickets cannot be sold within 500 ft. of the event venue on the day of the event.*
  - 4.2. *Payment from Organizer to Visual and Performing participants will be made within 14 days after the event is completed.*
  - 4.3. *Unless seller is a designated promoter of the event, Artists MUST be present and participate to receive 50% share of tickets sold through appointed access code*
5. To avoid forfeiting their event participation, Applicant understands they must check-in.
  - 5.1. Artists MUST arrive at check-in to receive and confirm their time slots in the performing lineup
  - 5.2. *Applicants are also encouraged to stay the duration of the event as a sign of respect for other artists.*
  - 5.3. *Early departure may place your chances of participating in the future at jeopardy.*
6. To avoid forfeiting their event participation, applicant must be on-time and available for their performance time.
  - 6.1. *Applicants must be fully prepared before the time of the event*
7. Applicant understands that there will be photography/videography throughout the duration of the event.
  - 7.1. *By participating in the ArtistVibez event, participant consents to production, advertising and marketing with the use of all captured material*
  - 7.2. *Participant also waives any right to inspect or approve any photo, video, or audio recording.*

By clicking "I ACCEPT" and submitting your electronic signature, you confirm that you have read and understand the terms and conditions, and that you agree to be bound by them.

## **Application:**

A natural or legal person wishing to participate in the Event should submit an application for this purpose. Application to participate in the Event should be made by means of an Application Form which is available through ArtistVibez online application form.

The Applicant warrants to the Organizers that the data supplied on the Application Form are correct. Any incorrect data or unauthorised signatures are at the expense and risk of the Applicant.

The Organizers will enter the data obtained by them from the Applicant in a database kept by them for this purpose. By submitting an application the Applicant authorises the use and storage of the data supplied by him. The Organizers may use these data for the organisation and processing of the Event and for publication for exhibition-related purposes through the all, but not limited to media and marketing platforms. Where the processing of data does not relate to the organisation and processing of the Event the Applicant may retract his consent at any time by sending a letter to the Organizers.

The Participation Agreement is concluded solely by acceptance by the Organizers of the application, whereupon the Applicant becomes a Participant. Such acceptance is confirmed by ArtistVibez by e-mail sent to the Applicant/Participant

Applications which cannot be accepted immediately owing to lack of space may be put on a waiting list. A decision on these applications is taken before the opening of the current/following Event. Locations that fall free as a result of cancellation will be allocated in the same manner.

The Organizers reserve the right to refuse an application as they see fit. In addition, the Organizers reserve the right to grant priority as regards to the profitable benefit of the event/company/AV.

If an allocation of stand space is later cancelled by the Organizers, the Application Fee will not be refunded.

If the Applicant/Participant has a complaint about the service provided by the Organizers, he will give immediate written notice of this to the Organizers so that they can, if necessary and possible, remedy the complaint.

When giving notice of the Stand Space the Organizers state the location, type and dimensions of the stand space hired by the Participant. In allocating the stand space the Organizers will take as much account as possible of the preferences of the Participant. The allocation of the stand space is binding on the Participant as regards both the dimensions of the stand space and the location in the venue.

## **Cancellation:**

Participant may cancel at anytime, but also understands that any payment made to the Organizer is non-refundable unless otherwise determined by the Organizers in the case of an event cancellation. If granted, this refund will be made within sixty (60) days of the date on which the Organizers decide to cancel the Event.

## **Reservation of the Right to Make Changes:**

The Organizers reserve the right at all times to change the dates and times of the Event specified in the Conditions of Participation, the stand space, stand type and/or stand location allocated to the Participant or, in very exceptional circumstances, the concept of the Event or to cancel the Event due to

special circumstances or if the organisation of the Event so requires. In such cases the Participant will not be entitled to claim compensation for any costs incurred and/or loss or damage suffered as a result.

Changes to dates, times, stand space, stand type and/or stand location or to the concept of the Event will not entitle the Participant to cancel his application wholly or partly.

If the Event is cancelled, the application, the Participation Agreement and any allocation of stand space already made will be treated as having lapsed and the payments made by the Participant to the Organizers, *may* be refunded only in the case where the event cannot be rescheduled. This refund will be made within sixty (60) days of the date on which the Organizers decide to cancel the Event.

### **Event Program and Participants:**

The Organizers are entitled to take photographs and/or make film recordings/pictures of the Event and the stands and persons present there for the marketing purposes of the Organizers.

When in an ArtistVibez event or program, you understand photography, audio, and video recording may occur; you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by AV and its affiliates and representatives. Images, photos and/or videos may be used to promote similar AV events in the future, highlight the event and exhibit the capabilities of AV. You release AV, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the event premises and participating, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by AV or the person or entity designated to do so by AV. You have been fully informed of your consent, waiver of liability, and release before entering/participating in the event.

The Participant and staff used by the Participant permit publication of the photographs and recordings by way of the participants' electronic signature and acceptance of these Standard Terms and Agreements.

### **Payment Obligations:**

The Applicant MUST submit overhead fee as indicated on the Sign-up application form to participate in the event. Payment must be made, at the latest, 2 weeks prior to the event. Overhead fee covers, but not limited to: production profile, social media platform feature, venue expenses, and additional overhead costs. Participant may not claim a refund of amounts paid as this is a non-refundable fee unless otherwise determined by the Organizers. The Organizers are entitled to set off payments made by a Participant first of all against any outstanding debts of the Participant from previous Events.

### **Use of Stand Space and Building**

The Participant should construct and fit out the stand on the allocated stand location in accordance with the relevant allotted dimensions. Building must be within limits set as regulations by the venue space, and with any other instructions of the Organizers.

If the Participant intends to build his own stand, a design of the stand (in the form of a clear scale drawing or on the basis of a scale model accompanied by a single scale drawing) must have been submitted to the Organizers for approval no later than 14 days prior to the event.

The Organizers have the right to refuse to approve this design. In such a case the Participant should modify the design of the stand within a period specified by the Organizers in such a way that approval can be granted after all. Participant is aware and understands that AV is not responsible for ANY time constraints.

The Organizers may terminate the Participation Agreement without warning or notice of default if: - the Participant has not claimed the allocated stand space in good time, or - it becomes clear at an earlier stage that the Participant will not claim the allocated stand space in good time. In such a case the Organizers are not obliged to refund payments already received, without prejudice to the obligation of the Participant to pay the amounts still owed.

The Participant is obliged strictly to comply with the instructions given by or on behalf of the Organizers, the venue, the fire service and other authorities relating to the use of the stand space and the Exhibition Building.

Participants are responsible for understanding limits set by the fire department, organizers and venue owner.

The gangways must be kept entirely free during the build-up and breakdown of the stand and during the Event. The Organizers are entitled to clear the gangways and keep them clear (or arrange for this to be done) at the expense of the Participant.

Unless expressly agreed otherwise in writing with the Organizers, the Participant is not permitted, among other things, to: a) hire out or part with possession of all or part of the stand space occupied by him to third parties, or exchange it with another Participant b) keep the stand occupied by him closed or unstaffed during the time in which the Event is open to visitors or to cover and/or remove the exhibited goods or part thereof; c) engage in activities which, in the opinion of the Organizers, cause damage to or detract from the Event as such, or one or more participants, visitors, groups of visitors or third parties; (d) engage in activities that cause damage or nuisance to the Organizers, participants and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form; (e) engage in activities that prejudice or are likely to prejudice fair competition; (f) project images, amplify speech by means of loudspeakers, and play music without the express, written approval of the Organizers in advance; (g) make changes in or to the venue space (h) offer or advertise – at or from the stand – goods and services that are not listed by name in the application form or have been refused or removed on the instructions of the Organizers; (i) sell goods or services outside of allotted space; j) exchange parts and accessories of exhibited goods (or arrange for their exchange) in the Exhibition Building; (k) place or hand out goods and/or advertising material (flyers) of any kind whatsoever outside the stand space occupied by participant; (l) use the partition walls of the adjacent stands; (m) exhibit or otherwise use open, flowing, sprayed and/or atomised liquids at or in the vicinity of the stand during the Event, without the prior written approval of the Organizers; (n) have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources in the Exhibition Building and/or have any open fires; (o) bring food and/or drinks into the Exhibition

Building or cause the same to be done, and/or stock or sell them and/or distribute them free of charge, unless a permitted vendor (p) organise lotteries, hold competitions (q) conduct or arrange for surveys among visitors to and Participants in the Event, other than within his own stand space.

The ultimate and final decision on the use of the stand space and/or the Exhibition Building by the Participant rests with the Organizers. Smoking is not permitted in the Venue Space. Any fines for infringements of the Tobacco Act within the stand space and other areas and sites of the Exhibition Building will be paid by the Participant.

### **Intellectual Property Rights:**

The Participant is not permitted to display, offer and/or sell any goods in the venue which infringe the intellectual property rights of a third party. At the request of the Organizers, the Participant must show without delay – and in any event within twelve (12) hours of such request – that he is not infringing anyone else’s intellectual property rights. If the Participant is unable to show this, the Organizers are entitled to remove the goods concerned (or have them removed) at the expense and risk of the Participant

The Organizers are the owners of the intellectual property rights relating to the Event. The Organizers may grant written permission to Participants and other third parties to use these intellectual property rights in such manner as the Organizers may permit.

### **Risk and Liability:**

Goods, including their packaging, present in the Exhibition Building are at the expense and risk of the Participant. The Organizers do not concern themselves with and are not responsible for the insuring the goods.

The Participant is responsible for obtaining the requisite licenses and permits for their participation in the exhibition and for their event-related activities and for complying with the legislation and regulations applicable to its activities.

The Organizers are not liable for any loss, stolen, or damage suffered directly or indirectly by the Participant, by their personnel, event attendees and/or by venue staff.

The Participant is liable for and must take out adequate insurance against any and all loss or damage of any nature whatever that is caused by acts or omissions of the Participant

The Participant indemnifies the Organizers against any and all claims that third parties may bring against the Organizers in connection with its acts or omissions.