



## NICHOALS COHN ART PROJECTS *ART AND SOCIAL ACTIVISM FESTIVAL* PARTICIPATION AGREEMENT

Below is our Participation Agreement, please read carefully before agreeing to our terms and conditions regarding your application and participation in the Art And Social Activism Festival. You will be asked to submit your electronic signature at the bottom of the agreement.

**THIS AGREEMENT**, dated as of February 8, 2020, is between Nicholas Cohn Art Projects, LLC (NCAP) and the signatory at the end of this agreement (“Participant”). Participant will be applying to participate in the Art And Social Activism Festival on the date(s) selected above (the “Event(s)”). This Agreement must be signed by Participant and submitted to NCAP upon completion of the Application. These terms apply to each Event that Participant is selected for. Participant and its agents, employees, personnel, and/or independent contractors who participate in the Event agree to be bound to this Agreement. The terms of this Agreement, including any permissions, consents, and waivers, irrevocably inure to the benefit of NCAP, its affiliates, its successors, and Event co-producers and sponsors.

**1. Safety:** If accepted to participate in the Event, Participant will act with the highest regard for the safety of the attendees and other participants of the Event, and Participant (and its employees, representatives, and contractors) will adhere to all laws, policies, rules, and regulations applicable to the goods, services, and other Event-related activities of Participant, including obtaining all licenses, permits, and approvals that may be required to enable Participant to conduct its activities at the Event and to fulfill its obligations under this Agreement.

**2. Liability:** NCAP will not be responsible for any loss or damage to Participant’s property, injury to, or death of the Participant (or its employees, representatives, and contractors), or Participant sales. Participant expressly assumes all risks of loss, damage, liability, injury, or destruction resulting from any cause whatsoever, including but not limited to acts or omissions by Participant, and hereby releases and waives any claims against NCAP (and its employees, representatives, and contractors) related to such loss, damage, liability, injury, and/or destruction.



**3. Insurance:** Participant represents that it has, or will have at the time of the Event, appropriate insurance to cover liability for the types of activities Participant will conduct at the Event. Participant covenants to be fully responsible for any of its liabilities, actions, or omissions, and will indemnify, defend, and hold NCAP (and its employees, representatives, contractors, vendors, affiliates, and representatives) harmless against any claims related to Participant's liabilities, actions, or omissions.

**4. Payment:** A \$25 application fee is due with your submission. 50% is due within 7 days of notification and balance within 30 days of acceptance into the Art And Social Activism Festival.

**5. Cancellations:** The Event(s) will proceed regardless of the weather. If there is a cancellation:

(a) Cancellation by NCAP: If a cancellation of the Event by NCAP is necessary due to unforeseen circumstances, acts of god, acts of a third party, or other circumstances which, in NCAP's sole judgment, may compromise the safety of Event participants, then the Event will not be rescheduled and there will be no refunds to Participant.

(b) Cancellation by Participant:

(i) If Participant cancels its participation at least sixty (60) days prior to the Event, then NCAP will offer a will offer a 50% refund of moneys already paid by Participant less a \$25 jurying fee for each canceled event.

(ii) Once Participant cancels, it forfeits its spot in the Event.

**6. Photography, Social Media, and Advertising:** Participant acknowledges that NCAP will be engaging photographers and/or videographers at the Event(s), and Participant (and its employees, representatives, and contractors) may appear in Event-related photographs and/or videos.

If Participant (or its employees, representatives, and contractors) or Participant's name, trademark, logo, products, and/or likeness appears in any Event-related photographs and/or videos, Participant hereby irrevocably grants NCAP the right to post and distribute such Event-related photographs and/or videos, altered or unaltered, in any format or channel now known or yet to be developed, including but not limited to social media, in



sync with or compiled with other images and or audio, in connection with NCAP advertising, on NCAP's website, and in connection with other marketing material. Participant warrants and represents that NCAP's use of such images will not violate the rights of Participant or of any third party, including but not limited to copyright, trademark, the right of publicity, and the right of privacy.

If Participant has provided NCAP with Participant's social media handle(s), NCAP will make reasonable efforts to tag Participant in social media feeds and, where practicable, to otherwise credit Participant in any use of the Event-related photographs and/or videos in which Participant (and its employees, representatives, and contractors) appears.

**7. No assignment or delegation:** Participant may not assign this Agreement, or Participant's space at an Event, to any third party, or delegate any of Participant's obligations without the written consent of NCAP. Only the accepted Participants are able to sell or distribute their items and/or conduct activities at the Event. The vendor list, map, and Booth assignments are subject to change without notice. NCAP does not guarantee any level of attendance at the Event and there will be no refunds, under any circumstances, after the Event is over.

**8. Change in terms:** The terms of this Agreement may be changed by NCAP and notice of such change(s) will be sent to you in writing. You agree to accept notices via email, sent to the email address of the signatory indicated below. NCAP reserves the right to decline, prohibit, or expel any Participant or exhibit, or prevent any activity, displays, product, or conduct, which (in NCAP's sole judgment) is out of keeping with the character of the Event or endangers the venue, any attendee, other participants, or any other third party.

**9. Relationship of the Parties:** Nothing contained in this Agreement will be construed as creating a partnership, joint venture, employment relationship, agency, or other relationship between the parties, except as stated in this Agreement, or to make NCAP liable for the debts or obligations of Participant.

**11. Applicable Law:** The validity, interpretation, construction, and enforcement of this Agreement will be governed and controlled by the laws of the State of New York, without regard to its rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in New York County and the parties hereby consent to the exclusive jurisdiction and the venue of such forum. This Agreement,



and any Event-specific rules and regulations provided to Participant by NCAP or NCAP's affiliates, will contain the entire Agreement and understanding between the parties hereto with respect to participation in the Event(s). If any term is contrary to law then that term will be severed and the remainder of the Agreement will remain in force.

· By submitting this application to NCAP, I agree to the terms and conditions in the Participation Agreement outlined above.