



**ASSOCIATE
RENEWAL
CONTRACT**

134 East 5th Avenue
Mount Dora, FL 32757

www.artisansonfifth.com

(352) 406-1000

Effective February 1, 2019

ASSOCIATE RENEWAL CONTRACT

Artisans of Mount Dora, Inc. dba "Artisans on fifth", hereafter referred to as "Artisans", enters into this agreement with the below signed Artist. Artisans agrees to enter into a contract with an Artist, as an Associate, subject to the following terms and conditions:

1. **Bylaws and Governance Policies:** All Artists shall be governed by and abide by the ***Bylaws and Governance Policies of Artisans of Mount Dora Inc.*** The ***Bylaws and Governance Policies of Artisans of Mount Dora, Inc.*** are hereby a part of this contract by reference. A copy of each is always available on the artisansonfifth.com website.
2. **Artwork:** Refer to the ***Governance Policies, Display Guidelines and Rotation Plan and Jury Committee Evaluation and Interview Guidelines.*** The Jury Committee has juried-in the artwork you presented. If you wish to add another form of medium, the Jury Committee must also approve that. Complete an "Application for New Type of Medium to be Considered by the Jury Committee" when submitting new medium. Artists shall exhibit only their own artwork. Artist's artwork must meet the "Jury Committee Evaluation and Interview Guidelines". It must be a unique, handmade, originally conceived by the artist, and entirely assembled by the artist. Artist's artwork cannot be for sale at any other retail establishment in downtown Mount Dora, FL.
3. **Marketing and Display:** Artisans has the final approval concerning any printed materials, verbiage or visual images pertaining to artwork selected for display and sale in the shop. Artists herein give Artisans on fifth permission to use images of their artwork to advertise Artisans on fifth. Artisans reserves the right to determine final selection, number of pieces to be displayed, and/or placement of artwork in the shop.
4. **Outside Exhibits:** Artisans on fifth may present an exhibit at an outside venue. Artist agrees to participate in the exhibits by providing artwork.
5. **Insurance:** Artisans on fifth does not provide any type of insurance for artwork displayed at Artisans on fifth or at an Artisans on fifth outside exhibit.
6. **Contact Information:** Artists are responsible for keeping Artisans informed of any changes in contact information by emailing the Scheduling Coordinator and Treasurer. Artisans uses email exclusively to communicate with Artists. Artists must have an email address that they access at least weekly.
7. **Breach of Contract:** The causes for expulsion and contract cancellation are outlined in the ***Governance Policies***, as well as procedures to be followed in case of Breach of Contract.

By signing this contract, I acknowledge that, I have read this document and the *Artisans on fifth Bylaws, Governance Policies, Jury Committee Evaluation and Interview Guidelines and Display Guidelines and Rotation Plan* and agree to abide by them.

Usage Fees and Commission: Artist agrees to submit a check for **\$210.00**, payable to “Artisans on fifth” and mail to, or put in Treasurer’s mailbox, **with this fully completed and signed contract**, at 134 E 5th Ave., Mt. Dora, FL 32757 by this Due Date - **January 15, 2019**. The non-refundable Usage Fee will be used for operating expenses.

This contract term is from **February 1, 2019** to **July 31, 2019**.

Artisans on fifth agrees to act as agent of sale for Artist. Artisans will deduct a commission of **30%** on all artwork sold at Artisans on fifth. The Associate will receive **70%** of the sale proceeds. The payment to the Artist shall equal the amount for which the artwork was sold, less the commission and any unpaid Usage Fee.

Membership in the Mount Dora Center for the Arts (MDCA) is required. Artist/Individual membership is **\$30/year** or Family Membership \$45/year. This is paid separately from the Artisans on fifth membership. There is a separate application form, at <https://www.mountdoracenterforthearts.org/become-a-member/index>.

Hold Harmless: I give explicit permission for my artwork to be displayed at Artisans on fifth and any outside venue chosen by Artisans. I hereby release and hold harmless Artisans on fifth, its officers and associates from all manner of actions, damages or claims arising from the loss or damage to my artwork while at Artisans on fifth. I understand that my artwork must be a unique, original design that is entirely assembled by me. I am the sole legal owner of all rights, title and interest in artwork. I do not and will not infringe on or violate the rights of any other party, including any copyright interests. I agree to indemnify, defend and hold Artisans on fifth harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney’s fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of my artwork. If there is an inconsistency between this document and the **Governance Policies**, the **Governance Policies** shall prevail.

Printed Full Name (not Company Name)

Address City State Zip

Home Phone Number Cell Number

Email Address (Required)

Signature Date

Signature of Artisans on fifth Representative Date Check No.