**Tallahassee (FL) Chapter**

**The Links, Incorporated**

**Seventh Annual**

***A Timeless Holiday Affair***

**Theme: “An Art Extravaganza Stroll”**

**Sunday, December 4, 2015**

**4 O’clock p.m. to 7 O’clock p.m.**

**Bannerman Crossing**

**3421 Bannerman Road, Tallahassee, FL 32317**

**ARTIST/VENDOR GALLERY AGREEMENT**

Proceeds to Benefit The Links Arts Academy

The Tallahassee (FL) Chapter The Links, Incorporated is asking each artist/vendor to donate a gallery fee of 25% of all sales payable at the end of the scheduled event. \* Donations should be made payable to Tallahassee (FL) Chapter The Links, Incorporated, and will benefit the chapter’s Links Arts Academy.

In addition to the gallery fee, the Tallahassee (FL) Chapter The Links, Incorporated is asking each artist/vendor to donate an item (s) to be auctioned. 100% of all proceeds from the auctioned items will be donated to *The Links Arts Academy.* No tax deduction will be provided*.* The donation of item (s) for the silent auction **is not** required to participate in the holiday event.

1. Tallahassee (FL) Chapter The Links, Incorporated shall provide quality exhibition space for the artwork and products for sale.

2. I understand and agree that each artist/vendor will be responsible for all entries during the 3-hour event and making the exhibit space attractive and appropriate.

3. I warrant that I am the lawful owner/agent for the artwork/products being sold and that there are no liens or any other encumbrances against said artist/vendor.

4. I acknowledge and agree that the Tallahassee (FL) Chapter The Links, Incorporated and The Links, Incorporated are not engaged in a contract with any Third Party in which the artist/vendor may have contracted with or otherwise entered into an agreement with related to the sale or use of any artwork or product used at this event.

4. I further agree that the retail selling price is subject to the 25% gallery fee as stated above.

5. I understand and agree that I am solely responsible for any set up; display/ handling of any artwork or products at the gallery and I will return the space to the condition in which I found it upon my arrival. I agree to submit a 25% gallery fee on the sale of all artwork/products sold at this event and to submit said amount at the end of the event starting at 7:00 p.m. and no later than 9:00 p.m. December 6, 2016.

6. I agree to be responsible for any and all sales tax or other financial obligations associated with the sale of my artwork/product(s).

7. I hereby release Tallahassee (FL) Chapter The Links, Incorporated and The Links, Incorporated from any and all claims of liability associated with presence of and the sale of my artwork/product(s) at this event and that this agreement is binding on my heirs, successors, assigns and personal representative.

8. I further agree that if Tallahassee (FL) Chapter The Links, Incorporated and The Links, Incorporated are named as a party in any legal action related to my artwork/product(s) its presence or sale, I will hold harmless and indemnify both organizations and shall be responsible for any and all damages including attorney fees and costs paid by them for defending themselves in the legal action.

9. I agree that in the instance of any legal action that the venue will be in Tallahassee, Leon County, Florida.

10. I further agree that failure to comply with any of the above stated provisions shall constitute a material breach of

this agreement and that Tallahassee (FL) Chapter The Links, Incorporated has the right to ask me to leave the event in addition to any other remedies for which they are entitled under the law.

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Artist/Vendor Date

**\*25% gallery fee is applicable unless alternative agreements are established in writing.**