

***This is a copy of our Legal Contract Agreement that you signed electronically online or on your hard copy application when you applied to be in the Morro Bay Art in the Park Show for 2020.***

**NOTE: Paragraph "D" concerning Government Cancellations in red**

**Paragraph "I" explains that all \$100 deposits are non-refundable after acceptance into the event.**

**Contractual Agreement Section**

Please read the following contract agreement form that contains the cancellation policy and payment policy. Please carefully read paragraphs D, I & J in bold and italic

A. Art in the Park will be presented by the Morro Bay Art Association and Steve Powers & Co. Inc. (Promoters) at Morro Bay Park, Morro Bay Ca. on May 23, 24, 25; July 3, 4, 5; September 5, 6, 7 2020

B. Booth locations will be assigned on a first come first serve basis. Locations will be determined by the quality of your work, the quality of your display and the prompt payment of booth fees. We will make every attempt to place you in or near one of your requested locations. In the event that all of the Exhibitor's choices are taken, Steve Powers & Co. will assign the best available space.

C. Insurance, if desired by the Exhibitor, must be obtained by him at his own cost and expense. Steve Powers and Company and the Morro Bay Art Association assume no risk, and by the acceptance of this agreement the Exhibitor and all associates expressly releases the Morro Bay Art Association and Steve Powers & Co. from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by the Exhibitor and agrees to hold and save the Promoters harmless of any loss or damage by reason thereof.

D. ***The Promoters will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to reasons of the enclosure in which the show is to produced, being before or during the show, destroyed by fire or other natural calamity, or by an act of God, public enemy, strikes, statutes, ordinances or legal authority or any other cause beyond the Promoter's control.*** The Promoters or the Promoter's estate will not be liable for any refunds or damages; due to his death or incapacitation due to accident or illness in advance or during the above festival dates, resulting in the festivals to be cancelled.

E. All pertinent fire codes, laws ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. All Gourmet food Exhibitors must obtain necessary Health Dept Permits before installation of exhibit.

F. The Promoters will prohibit the installation and operation of any exhibits not meeting their approval. The Promoters in their sole discretion may prohibit the conduct of any activity whatsoever which they deem deleterious and not in the best interest of the Art Show.

G. Absolutely no import items, mass manufactured, and goods not made by the Exhibitor will be allowed to be sold. The only exception to this rule are legitimate findings that are necessary to make a product complete. The legitimate findings can only be sold in conjunction with the handcrafted original work of the Exhibitor. We reserve the right to remove any exhibitor from any show if the management determines that they have not conformed to the rules and regulations of this contract. Any exhibitor who is asked to leave an event because of misrepresentation in their original application/ contract will forfeit their booth fees.

H. This contract constitutes the entire contract between the parties and no waiver, modifications or amendments shall be valid unless written upon, or attached hereto, and shall be approved in writing by Steve Powers & Co. This is a firm policy. There are no exceptions to the rule. If you need to cancel and it is after the deadlines please do not ask for credit or refunds. If you must cancel an event you must call or write us immediately in order to protect your future status in booking Morro Bay Art in the Park shows.

***Booth Cancellation Policy: The \$100 per show deposit is non-refundable after acceptance into that event. After your booth fee is paid in full there are no refunds after the deadlines listed below:***

May 23, 24, 25 Art Show no refunds of booth fees after April 15, 2020

July 3, 4, 5 Art Show no refunds of booth fees after May 15, 2020

September 5, 6, 7 Art Show no refunds of booth fees after July 15, 2020

***J. Final Payment Credit Card Guarantee***

After acceptance of your deposits and confirmation into one or more Art in the Park events your final balance is due on the dates for each show that are listed below. After Acceptance you will be requested to send us a guarantee credit card number for your account. This credit card will be used for your balance due to be charged automatically on the due dates listed above. If you applied online and want to pay your balance by check you must send it in at least two weeks before the balance due date.

May 23, 24, 25 Art Show no refunds of booth fees after the final balance due date of April 1, 2020.

July 3, 4, 5 Art Show no refunds of booth fees after the final balance due date of May 1, 2020.

September 5, 6, 7 Art Show no refunds of booth fees after the final balance due date of July 1, 2020.

