

# Whitby Artist, Artisans, Crafters and Makers



## Rules and Regulations

### Application and Submission Requirements

A completed Expression of Interest Application must be completed by the Artist, Artisan or Maker (collectively the “**Artist**”), and submitted to The Corporation of the Town of Whitby (the “**Town**”). Artists must provide photo samples of their work, or of themselves working on their art. The Town will choose one of these photos for posting on the webpage hosting the Whitby Artist, Artisans, Crafters and Makers Festival (the “**Event**”). No manufactured or non-Canadian items are allowed. Artists must be residents of Whitby.

### Selection of Artists

A Selection Committee will review all Applications meeting the above-noted requirements, and will be responsible for selecting the successful Artists. The Selection Committee will ensure a good collection and variety of art forms are represented. Only those Artists selected to participate in the Event will be notified.

### Responsibilities of the Artist

1. Artists must have a social media, website or other platform with examples of their work displayed.
2. Artists will conduct all transactions with customers. The Town will not be involved in, or responsible for, any sales or transactions between Artists and customers, including pricing, product quality, and/or delivery of goods.
3. The selected Artists must not be a competitor of the Town, or promote any inflammatory, addictive, or 18+ activities.
4. The Artist’s work is their original work and does not create or constitute an infringement (such as trademark, patent or copyright infringement) against a third party.

### Photo Waiver

The Artist acknowledges that the Town may take photos and audio and/or visual records may be made. The Artist irrevocably agrees that the Town, its successors, assigns and licensees may use these photographs/ videos, if so desired, in any and all media of any nature whatsoever, whether now known or hereafter devised, for the purpose of

promoting and advertising the Town and its programs, without the payment of compensation. The Artist acknowledges and agrees that the Town shall own all rights to all photographs/ videos of the Artist made by it, its employees and representatives, at any time or times before or after the date hereof.

### **Acknowledgement and Indemnity**

The Artist declares that the information provided is true and authorizes the Town to use any personal information provided for the purpose of participating in the Event.

The Artist hereby authorizes the Town to include its information in the Event to be hosted on the Town's website whitby.ca, and grants the Town permission to share any links, photos, or videos on the Town's website, or through its social media channels, to promote the Event.

The Artist acknowledges that they shall be responsible for all transactions with customers, and that the Town will not be involved in, or responsible for, any transactions between the Artist and customers, including pricing, product quality, and/or delivery of goods.

The Artist represents and warrants that they are the sole owner of the art, goods, products, photos, videos, etc. (collectively the "Art"), and it has the right to use and sell the Art as part of the Event. The Artist hereby grants a license to use the Artist's name and Art to the Town for the purpose of promotion of, and hosting, the Event.

The Artist agrees to indemnify, defend and save harmless the Town, its elected and appointed officials, employees, and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including but not limited to legal fees, disbursements and taxes on a solicitor-client basis) that the Town may sustain, incur, suffer or be put to at any time before, during, or after arising from the Artist's participation in the Event, including all transactions between the Artist and customers, and the Artist's right to use and/or sell the Art.

### **Electronic Signature**

By typing their name in the signature box, the Artist acknowledges they are signing Rules and Regulations electronically. The Artist agrees their electronic signature is the legal equivalent of their manual signature on the Rules and Regulations. The Volunteer consents to be legally bound by this Waiver's terms and conditions. The Volunteer further agrees that their use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Town instructions via the internet, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes their signature (hereafter referred to as "**E-Signature**"), acceptance and agreement as if actually signed by the Artist in writing. The Artist also agrees that no certification authority or other third party verification is necessary to validate their E-Signature and that the lack of such certification or third party verification will not in any way affect the validity and enforceability of their E-Signature or any resulting contract between the Artist and the Town.

The Artist acknowledges that they are at least eighteen (18) years of age and have **CAREFULLY READ, UNDERSTOOD, AND WILL ABIDE** by Rules and Regulations of the event. If you do not understand the content of the Rules and Regulations, or this acknowledgement, please contact Creative Communities at [events@whitby.ca](mailto:events@whitby.ca) for assistance.

Yes \_\_\_ Signature \_\_\_\_\_

Date Submitted.

#### **PERSONAL INFORMATION STATEMENT.**

The Artist understands that personal information is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 and will be used for the purpose of the Festival and/or for use to promote and advertise the Town of Whitby and its programs . Questions should be addressed to The Corporation of the Town of Whitby, Program Manager, Events, Culture and Tourism, 575 Rossland Road East, Whitby, ON L1N 2M8