



**Festival of Lights 2024
Merry Art Market
Artisan Vendor Application**

The City of Riverside in partnership with Division 9 Gallery and the Riverside Arts Council is bringing back the Merry Art Market, formerly known as the Artisans Collective, to be part of the Festival of Lights 2024.

The Merry Art Market encourages the community to buy local, offering a market that represents artisans dedicated to making hand-crafted, original, one-of-a-kind art, jewelry, ceramics, paintings, metal works, garments, stationary, and much more.

This year the Merry Art Market will be located on Main Street under the City Hall Breezeway between Tenth Street and Ninth Street. The Merry Art Market will take place Sunday, November 24, 2024 through Sunday, December 8, 2024 every day from 5 pm – 10 pm. Except for December 5, as that will be the day of the monthly Artswalk event. It will feature 8-10 artisan vendors daily as well as live stage performances from Thursday – Sunday, and on-stage demonstrations from Monday - Wednesday.

Artisans will be provided with their own canopy and access to electricity. Artisans will need to bring in their own extension cords, power strips, and duct tape in order to utilize the electricity.

The booth rental is **\$50** a night. To participate please fill out the artisan vendor application below.

KEY DATES TO REMEMBER	
Application Submission Deadline	Sunday, October 20, 2024 by 11:59 pm
Notice of Approval or Denial of Vendor Application	Friday, November 1, 2024
Deadline to Submit Payment & Copy of Valid Seller’s Permit (if approved as a vendor)	Friday, November 8, 2024 by 5 pm

INSTRUCTIONS

Please read the following instructions prior to completing the attached application.

The City of Riverside is proud to host the Annual Festival of Lights Switch-On Ceremony on Saturday, November 23, 2024 and the 2024 Festival of Lights to be held Sunday, November 24, 2024 through Friday, January 6, 2025.

As a part of the Festival of Lights festivities, the City of Riverside is partnering with Division 9 Gallery and Riverside Arts Council to organize and present the Merry Art Market, an innovative arts market where the community may purchase original art from local artists.

The Merry Art Market will be held from 5-10 pm, daily beginning on Sunday, November 24, 2024 and extending until Sunday, December 8, 2024. Excluding December 5.

A completed Festival of Lights Merry Art Market Application must be submitted by any company/vendor that would like to be considered for this City run event.

All artwork presented for sale must be the artist's original work, or own creation and must not infringe on the ownership or copyright interests of another person/entity.

The following items will NOT be allowed to be sold at the Merry Arts Market:

- **Copyright infringing wares** including but not limited to clothing, mugs, prints, tumblers, etc., that include a logo or design created by another individual or entity. A good example is a sublimation glass featuring a Starbucks logo or Hello Kitty/Sanrio Character.
- **Resale items** including but not limited to: Clothing, toys, stuffed animals, anime figurines, books, shoes, novelty items, jewelry, records, vintage items, etc.
- **Natural items** including but not limited to plants, stones, and crystals.
- **Incense, perfumes, body oils, soaps or other cosmetic products** that come into contact with the human body or skin.
- **Food items** of any kind
- **Drug Paraphernalia**
- **Gang-Related Artwork**
- **Candles**

Please be aware of the following:

- The artist is responsible for the setup, take down and clean-up of their space. Any violation of this will prohibit them from participating in the future regardless if they have prepaid for future days to participate. Their reservation will be cancelled, and no refunds will be given.
- The artist spaces must be staffed at all times for the protection of the artists and their work. The City of Riverside, Division 9 Gallery, and Riverside Arts Council will not be responsible for any lost, damaged, or stolen items including but not limited to artworks and/or personal effects.
- The City of Riverside, Division 9 Gallery, and Riverside Arts Council reserves the right to regulate time, manner and activities of the artists. This regulation extends without limitation to individuals, noise, products, conduct, signage and/or anything with offensive language/material printed on it that might be determined to be offensive or objectionable.

- The use of alcohol and/or drugs is strictly prohibited. This will be enforced by on-site security and the Riverside Police Department.
- If any problems arise during the event, including issues with other artists and/or consumers please inform one of the Division 9 Gallery Staff members who will be on site or security.
- The City of Riverside, Division 9 Gallery, and Riverside Arts Council reserves the right to revoke the agreement at any time for violation of any of the guidelines, with results up to and including immediate and permanent dismissal.
- There will be no refunds given.

DEADLINE for Application submission is **Sunday, October 20, 2024 by 11:59 pm.**

Electronic Submission

Artisan vendors may submit their completed application and all required attachments via email. Submit your completed application and required attachments to Amber Schmeltz at folartisanvendors@gmail.com

Walk-In

Artisans may print out their application and required attachments and turn them in by hand. You can submit your completed application with required attachments to
 Riverside Arts Council
 Attn: Amber Schmeltz
 3700 Sixth Street Suite 203
 Riverside, CA 92501

REQUIRED ATTACHMENTS TO SUBMIT WITH YOUR APPLICATION:

Images of your artwork for sale and booth setup are required as an attachment to be submitted with your completed application. **Failure to provide these images will result in your application not being accepted for consideration.**

- 3 images of individual items listed for sale, and 2 images of a booth set-up for display

Additional Required Documents:

If you are notified that you have been accepted as an Artisan vendor for the Merry Arts Market, a copy of the following must be received by the Riverside Arts Council no later than **Friday, November 8, 2024 by 5 pm.**

- A COPY of a valid Seller’s Permit – for more information on how to obtain a free sellers permit through the California State Board of Equalization go to: <http://www.boe.ca.gov/sutax/faqseller.htm>
 Options for a 90-day temporary permit are also available.

ARTISAN BOOTH DETAILS

SET-UP

The City of Riverside will provide each Artisan with one (1) 10' x 10' white canopy (Artisans are responsible for providing their own table and chairs). Artisans are required to use the city-provided canopy unless otherwise agreed to in writing by City of Riverside staff. **Artisans are required to have their city-provided canopy completely set-up, decorated and ready for inspection no later than 4 p.m. daily. Artisans must be open to customers no later than 5 p.m., and closing no earlier than 10 p.m.**

Artisans are expected to leave their area in the same condition it was when they arrived on-site and are not permitted to make any structural modifications to city-provided canopies. Cleaning deposits may be required but the need will be determined on a case-by-case basis by event staff.

WEATHER

Please be prepared. The Merry Art Market will be held rain or shine with no refunds given. If there is a cancellation due to the weather, you will be notified by Division 9 staff.

Be equipped for protecting your work during rain and wind. Suggested weather kit includes tarps to cover work and sandbags to hold vulnerable set-ups including display.

Contact Information

Name (In full): _____

Business Name (If Different from Above): _____

Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: (If Different from Above): _____

Phone: _____ Email: _____

Secondary/Emergency Contact Name: _____

Phone: _____ Email: _____

1. Provide a detailed description of art items to be sold. (Please refer to the guidelines for restrictions. If any items being sold conflict with the restrictions listed above, vendors will be asked to remove those restricted items and possibly be asked to leave without a refund.)

Description: _____

_____.

**** Note: Please be sure to provide photos of the artwork you will be selling along with photos of your entire booth set-up. ****

2. Do you have a valid Seller's Permit issued by the State of California? Yes _____ No _____

****Please note that you will be required to provide a copy of your Seller's Permit if selected to be an Artisan vendor. ****

I, _____, certify that all artwork presented for sale is original work produced by myself and does not contain any copyrighted material that would infringe on the ownership or copyright interests of another person/entity or resale items. All works presented for sale do not violate any of the restrictions noted above. I further understand that if I am found to be selling work not approved for sale, I will be asked to take those items down and possibly be asked to leave the event without a refund.

Artisan Booth Fee Information

If approved to be a vendor for Merry Art Market, payments can be made through Zell and made payable to Cosme Cordova. Payment needs to be made up front and must be received by Friday, November 8, 2024 by 5pm or your space will be given to someone else. Proof of payment will need to be sent to Amber Schmeltz at folartisanvendors@gmail.com. **DO NOT** make any payment until you receive notice that you have been selected as an approved vendor and confirm that you want all days offered to you.

The booth space is \$50 a day, with a 4-day minimum required. You must pick at least 2 weekdays (Mon, Tues, Wed, Thurs) and 2 weekend days (Fri, Sat, Sun).

Please check **ALL** desired dates (each date requires the Artisan to be set-up by 4 pm and ready to sell from 5 pm – 10 pm)

Date	Initial Desired Dates
Sunday, November 24	
Monday, November 25	
Tuesday, November 26	
Wednesday, November 27	
Thursday, November 28	
Friday, November 29	
Saturday, November 30	
Sunday, December 1	
Monday, December 2	
Tuesday, December 3	
Wednesday, December 4	
Thursday, December 5	NO MERRY ART MARKET ON THIS DAY Due to Riverside Artswalk
Friday, December 6	
Saturday, December 7	
Sunday, December 8	

INSURANCE AND INDEMNIFICATION REQUIREMENTS
ARTISAN AGREES, IN CONSIDERATION OF THE GRANTING OF THIS
APPLICATION FOR ARTISAN PRIVILEGES AT ANY CITY OF RIVERSIDE SPECIAL
EVENT, TO THE FOLLOWING:

Insurance Requirements: Artisans exhibiting for the Merry Art Market are Category 3 level event participants, therefore no insurance is required to participate in the event.

WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT
FOR VENDORS PARTICIPATING IN ARTISANS COLLECTIVE MERRY ART
MARKET

1. In consideration for receiving permission to attend the MERRY ART MARKET, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Riverside, Division 9 Gallery and the Riverside Arts Council, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities involved in any participation, and I am aware that such activities include the risk of injury, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that City of Riverside, Division 9 Gallery and the Riverside Arts Council, do not require me to participate in these activities. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of

Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal or state courts of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the City of Riverside, Division 9 Gallery, and the Riverside Arts Council “social distancing” can be practiced and measures taken to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, preventative measures can help to reduce the spread of COVID-19. However, the City of Riverside, Division 9 Gallery, and the Riverside Arts Council cannot guarantee that its participants, volunteers, partners or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in this event and/or other face to face activities. By attending this event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past seven (7) days have experienced any symptoms associated with COVID-19, which include fever, cough and shortness of breath among others.
2. Individuals who have traveled at any point in the past seven (7) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID 19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID 19, even if arising from the negligence or fault of the Released Parties
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

Indemnification

Artisan agrees that except as to sole negligence or willful misconduct of the City of Riverside, Division 9 Gallery and Riverside Arts Council, Artisan shall defend, indemnify, and hold the City of Riverside, Division 9 Gallery, and Riverside Arts Council and their officers, employees and agents harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees which arise out of or is in any way connected with the Artisan's temporary booth/trailer during the specified special event, notwithstanding that the City, Division 9, or Riverside Arts Council may have benefited from Vendor's temporary booth/trailer. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent misconduct, whether active or passive, on the part of Artisan, Artisan's employees, subcontractors or agents.

Applicant's Name (Please Print): _____

Applicant's Signature: _____

Date: _____