



2024 Artist Participant Agreement

Participants in Artomatic (the “Event”) agree to abide by the general terms and conditions as stated below.

- 1) **Registration.** The terms for registration are specific to the type of participation, as follows:
 - a. Visual Artists. The registration fee for Visual Artists is \$150. This registration fee must be paid online. A payment made for registration will be considered a tax-deductible donation to Artomatic if an Artist is unable to fulfill their commitment after payment.
 - b. Installation Artists. Installation artists are defined as an art form using material to transform a space and create an experience. Artomatic reserves the right, in its sole discretion, to determine whether a participant is an Installation Artist. Installation Artists must leave an additional \$150 deposit at the time of check-in during site selection. This deposit may be paid by check or money order, and the deposit will be held until the end of the event and returned if all artwork is de-installed and the space is left as it was prior to installation outside of allowable alterations.
 - c. Performing Artists. After creating an account, Performing Artists pay a small equipment administration fee of \$15 for up to 3 performers and \$25 for 4 or more performers followed by selecting 3 preferred dates for their performance. You will be contacted by a performance booking person to finalize your dates and times of performance.
 - d. Filmmakers. After creating an account, Filmmakers pay a small equipment administration fee of \$15. You will be contacted by a film booking person to finalize your dates and times of showing and arrange for content delivery etc.

- 2) **Participation Commitment.** Artomatic depends on participants to staff and operate the Event. All shifts are five hours in length. Tasks are assigned as needed, and may include: greeting and directing visitors, monitoring galleries, loading dock and elevator operations, tending and supplying the bars, light cleaning, restocking restrooms, supporting artist workshops, stage operations, staffing the store, and moving furniture. Participation requirements are specific to the type of participation, as follows:
 - a. Visual Artists agree to work **THREE** shifts minimum during the term of the event. Visual artists will not be permitted to select an exhibit space until signing up for the required shifts online. Failure to satisfactorily complete all three shifts may result in suspension from future Artomatic events. Blatant disrespect of the volunteer rules may result in removal of the participating artist’s work.
 - b. Performing Artists agree to work one shift per each performer in the group. Individuals in the group may complete the shifts of others as long as all shifts are fulfilled.

3) On-Site Orientation and Site Selection (Visual Artists only).

- a. Space selection will occur after orientation has been completed.
- b. Site selection dates:
 - i. **February 10, 2024**
 - ii. **February 11, 2024**
- c. Overflow or late-attendees site selection:
 - i. **February 17, 2024**
 - ii. **February 18, 2024**
- d. All Visual Artists must attend orientation and site selection to participate in the Event. An orientation and site selection time and day will be emailed to each participant within 72 hours after completing on-line registration and selecting shifts. Participants agree to attend the correct orientation and site selection time and date specified in their email from Artomatic in order to select an exhibit space.
- e. Missed Orientations may be rescheduled at the discretion of the Site Operations team.

4) Installation

- a. Participants agree to install work during open hours and comply with Artomatic guidelines and requests regarding installation of art.
- b. Installation shall run from **February 17 through March 3, 2024**. The open hours for installation shall be:
 - i. **Tuesdays: 5:00 p.m. – 9:30 p.m.**
 - ii. **Wednesdays: 5:00 p.m.– 9:30 p.m.**
 - iii. **Thursdays: 5:00 p.m. – 9:30 p.m.**
 - iv. **Fridays: 12:00 p.m. – 9:00 p.m.**
 - v. **Saturdays: 12:00 p.m. – 9:00 p.m.**
 - vi. **Sundays: 12:00 p.m. – 9:00 p.m.**
- c. Participants who have not started exhibit installation by deadline, may have their space re-allocated. Any participant found installing work after installation ends at deadline will be removed from the Event.
- d. Collaborations. Multiple artists creating a single unique piece or body of work may register under the name of their collaboration, which will represent all of the artists contributing. Each artist in a collaborative work must sign up to work three shifts. As all of the shifts will be scheduled under the collaboration name, please be sure to note the collaboration name on the sign-in sheet when each participant reports for their shift.

- e. Groups. Multiple artists showing individual work in the same space are not allowed.
- f. If electricity is required for an exhibit, please ensure that the site chosen has an adjacent outlet. Participants may only use low voltage lighting (LED). Any other use of electricity will have to be reviewed by a person from Site Operations to ensure safe operation. Participants may only use commercially rated extension cords and runs of multiple cords are not permissible.

5) De-Installation.

- a. All artwork sold or otherwise claimed during Artomatic must remain installed for the duration of the event. Artwork is not permitted to leave the building during the course of the Event.
- b. Participants agree to de-install work during scheduled de-installation hours.
- c. De-Installation shall run from **April 29 through May 11**. The open hours for deinstallation shall be:
 - i. **Monday: 5:00 pm – 9:30 pm**
 - ii. **Tuesday: 5:00pm – 9:30pm**
 - iii. **Wednesday: 5:00pm – 9:30pm**
 - iv. **Thursday: 5:00pm – 9:30pm**
 - v. **Friday: 12:00pm – 9:00pm**
 - vi. **Saturday: 12:00 pm – 9:00pm**
 - vii. **Sunday: 12:00 pm – 9:00pm**
- d. Everything added to the space by the participant shall be removed and the space left clean.

6) Sales.

- a. All participant sales are handled directly between participant and the purchaser.
- b. All artwork sold or otherwise claimed during Artomatic must remain installed for the duration of the event.

7) Security and Liability.

- a. All artwork, video, films or other personal property exhibited in, or brought to, the event is exhibited or brought at the participant's sole risk.
- b. No personal property insurance shall be provided by Artomatic or any of its partners. Neither Artomatic nor any of its partners assume any responsibility for damage, theft, or loss of a participant's artwork, property, or display.

- c. Participant agrees to release Artomatic and its partners from any liability relating to loss of personal property.

8) Intellectual Property, Public Event.

- a. Participants agree that any work displayed as part of the Event may be photographed or filmed and used for marketing or publicity purposes.
- b. Upon participation in Artomatic, Participant consents to their voice, name, and/or likeness, artwork and or performance, being used, without compensation, in films, images and tapes for exploitation in any and all media, whether now known or hereafter devised, for eternity, and you release Artomatic, Inc., its partners, successors, assigns and licensees from any liability whatsoever of any nature.

9) Personal Property. Any and all personal property exhibited in or brought to the Event by participant is exhibited at or brought to the Event at participant's sole risk.

10) Insurance. Neither Artomatic, Inc., Post Commercial Real Estate, LLC; Post Brothers Holdings LLC; 2100M Street NW Mezzanine LLC, 2100M Street NW HoldCo LLC, and; AB Commercial Real Estate Debt – B2 S.A. R.L., any of their affiliates, nor any of their respective directors, officers, partners, direct or indirect legal beneficial owners, agents, representatives and employees (collectively, the "**Licensor Parties**"), are providing any insurance to Participant's personal property.

11) Release. Participants shall indemnify, hold harmless and defend the Organizer, Artomatic, Inc., Licensor; Post Commercial Real Estate, LLC; Post Brothers Holdings LLC; 2100M Street NW Mezzanine LLC, 2100M Street NW HoldCo LLC, and; AB Commercial Real Estate Debt – B2 S.A. R.L., any of their affiliates, and any of their respective directors, officers, partners, direct or indirect legal beneficial owners, agents, representatives and employees (collectively, the "**Licensor Parties**"), from and against any and all liability, claims, damages, costs and expenses, including without limitation, reasonable attorneys' fees, in connection with loss of life, personal injury, or damage to property arising or resulting in whole or in part from or in connection with Licensee's use and occupancy of the Licensed Premises, or any injury or damage to the person or property of Licensee's agents, employees, managers, representatives, contractors, exhibitors, invitees, visitors, guests, or any other person entering upon the Licensed Premises under any express or implied invitation from Licensee before, during or after the License Term, except if caused by Licensor's gross negligence or intentional misconduct. Without limitation, all of Licensee's personal property, and that its invitees and guests, which may at any time be at or on the Licensed Premises will be there at Licensee's sole risk. Licensee shall indemnify, hold harmless and defend the Licensor Parties from and against any and all third-party claims, actions, damages, liability and expense (including all reasonable attorney's fees, expenses and liability incurred in defense of any such claim or any action or proceeding brought thereon) arising from any activity, work or things done, permitted or suffered by Licensee or Licensee's agents or invitees in or about the Licensed

Premises during the License Term, except if caused by Licensor's gross negligence or intentional misconduct. This provision shall survive the expiration or revocation of the License Term. Licensee hereby remises, releases and forever discharges the Licensor Parties from all manner of action and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands that Licensee ever had or now has or which Licensee may hereinafter have against the Licensor Parties for or by reason of any cause, matter or thing whatsoever from the beginning of the world to the date of this general release including, but not limited to, all disputes or claims relating to or arising from the use of the Licensed Premises or any injury or damage to Licensee's representatives, property or business or that of Licensee's invitees, visitors or any other person entering upon the Licensed Premises during the License Term under any express or implied invitation from Licensee.

As a participant in the Event, I understand and agree to the above-stated terms and conditions. I further understand that failure to agree to and abide by these terms and conditions may disqualify me from this Event and any future Artomatic events.