



## Street Artist Vendor Guidelines

The Riverside Arts Council reserves the right to establish these guidelines as to further the interests of the artists and the community.

All work presented for sale is the artists original work, or his/her own creation and that the work submitted does not infringe on the ownership or copyright interests of another person.

We will not rent spaces for the following:

- Commercial Businesses
- Resale items including but not limited to: Clothing, vintage items, toys, books, shoes, novelty items
- Incense, perfumes, body oils, soaps or other cosmetic products that come into contact with the human body or skin
- Plants (unless being sold in handmade/altered pot)
- Drug Paraphernalia
- Food items of any kind
- Gang-Related Artwork

Spaces are \$15 per artist, only one space per artist is allowed. The artist is responsible for the sale of his/her own work. The artist is responsible for providing their own change.

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.

The artist spaces must be staffed at all times for the protection of the artists and their work. The 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 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 RAC might determine 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.

Staff at artist spaces must be masked at all times and hand sanitizer must be made conspicuously available for use by patrons. If you decline to wear a mask, we will not be able to accommodate your vendor application.

If any problems arise during the event, including issues with other artists and/or consumers please inform one of the Riverside Arts Council Staff members.

The 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.



**Street Artist Vendor Agreement**

Name (in full) \_\_\_\_\_

List names of all applicants who wish to sell as a unit:

\_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Description of the art items to be sold:

Please refer to the guidelines for restrictions. If any items being sold conflict with the restrictions, vendors will be asked to remove restricted items and possibly asked to leave without a refund.

\_\_\_\_\_

- 1) All work presented for sale is the original work produced by the artist/artists and does not infringe on the ownership or copyright interests of another person. All works presented will not infringe on the restrictions of the Riverside Artswalk guidelines. All works shall be reviewed by staff either in advance or on site and such approval is required prior to setup.
- 2) This agreement is not transferable.
- 3) Monthly Space Fee: \$15.00 per space payable each Riverside ArtsWalk event. NO REFUNDS.

The Riverside Arts Council reserves the right to refuse any artist, or to relocate an artist for the betterment of the event, as well as to revoke this agreement at any time.

**I have read, understand and agree to abide by the rules and regulations stipulated in the guidelines and on this agreement.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

To be filled out by RAC Staff Only:

Vendor Number: \_\_\_\_\_ Approved By: \_\_\_\_\_

**WAIVER OF LIABILITY  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR VENDORS IN RIVERSIDE ARTSWALK**

1. In consideration for receiving permission to perform at the RIVERSIDE ARTS WALK, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Riverside Arts Council, the City of Riverside, 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 performance, 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 the Riverside Arts Walk 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 Waiver 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 same.

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

**COVID-19 SAFETY INFORMATION:**

While participating in events held or sponsored by the Riverside Arts Council (RAC "social distancing" must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, RAC has put in place preventative measures to reduce the spread of COVID-19. However, RAC 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 RAC events and/or other face to face activities. By attending a RAC event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) 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 fourteen (14) 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; and
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.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS: (RAC Staff)

PARTICIPANT:

\_\_\_\_\_

\_\_\_\_\_

Sign

\_\_\_\_\_

Print

Vendor # \_\_\_\_\_