

Carbondale's Main Street Experience: Opening The Doors Of Possibility Application

Presented by...



Area businesses are invited to open their doors to the endless possibilities created by art. *Carbondale's Main Street Experience: Opening the Doors of Possibility* is an economic development initiative designed to link businesses and artists together in a non-traditional venue. Artists from the Greater Carbondale Area will utilize a door as their canvas to create beautiful works of art that will be displayed in Northeastern Pennsylvania's Newest Gallery...*Carbondale's Main Street Corridor*. A formal opening of the "Gallery" will take place on June 20, 2009 during Carbondale's Summer Celebration / Wine & Music Festival.

Participants of all ages are encouraged to apply. All Artists & Sponsoring Businesses must apply in order to participate. Please complete the application and/or artist contract and submit it to The Greater Carbondale Arts Alliance, Attn: Amanda Vonson Fernandes, 67 North Main Street, Carbondale PA 18407.

Please Print Clearly & Artists Must Sign The Contract on The Back.

Business Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Email: _____

Website: _____

Please Check One:

- Artist N/C
- Business Sponsor \$40
- Business Sponsor & Artist \$40
- Business Sponsor With Artist Recommendation \$40

Artist Name & Info:

Application Deadline Is April 15, 2009

Artists & Businesses Needing More Information Please Contact
The Greater Carbondale Arts Alliance
Attn: Amanda Vonson Fernandes
67 N. Main Street, Carbondale, PA 18407, (570) 282-1606

Opening The Doors Of Possibility Artist Contract

By signing this form, the Artist hereby acknowledges the following guidelines for this project:

1. **Material** - The Doors Committee is responsible for providing the door for the artist to pick up at Carbondale City Hall. Supplies are at the cost of the Artist.
2. **Completion Date** – The Artist is expected to complete their Door Project by June 15, 2009.
3. **Discretion for Selection and Placement** - The Doors Committee reserves the right to use discretion regarding selection, placement, and location of Works.
4. **Liabilities for Damage** - The City of Carbondale, The Greater Carbondale Chamber of Commerce and The Greater Carbondale Arts Alliance are not responsible for lost, stolen, or damaged work.
5. **Liabilities of Injury** - The City of Carbondale, elected and appointed officials, employees and volunteers, City of Carbondale Contractors/Independent contractors, the Greater Carbondale Chamber of Commerce and the Greater Carbondale Arts Alliance are released from all liability for all types of damages or injuries, whether foreseeable or not, sustained while participating, watching and traveling to or from this activity.
6. **Reproduction Rights** - The Committee retains the right to reproduce, copy, exhibit, publish, broadcast or distribute images of the Artist's Work.
7. **Ownership of Copyright in the Work** - Artist assigns to the Committee the Artist's entire right, title, and interest in and to the Artist's Work, including all copyrights therein, and all rights and/or causes of action at law or in equity to renew and sue for any past or future infringements thereof. Without limiting the generality of the foregoing, the Committee reserves the right to reproduce, sell or assign any designs or representations of the Artist's Work, for, but not limited to, the promotion of the event and use on merchandise. The Artist may not reproduce the design for any purpose other than the Doors Project. Artist may not replicate this design for resale to other vendors.
8. **Waiver of Rights Under the Visual Artists' Rights Act of 1990** - Without limiting the generality of any provision herein, Artist waives all moral rights, including the rights of attribution and integrity, he/she may have in the Work under Section 106A of the United States Copyright Act, 17 U. S. C. & 101 et. seq., as amended by the Visual Artists' Rights Act of 1990.
9. **Representations and Warranties of Artist/Business** - Artist represents and warrants to the Committee that (1) he/she has the full power to enter into this contract, (2) that he/she is and shall be the sole creator of the Work and the sole owner of the rights herein granted, (3) that the Work is and shall be wholly original and has not been, as of the date of delivery to the Committee hereunder, and will not have been, previously created, published or otherwise made available to third parties in any form, and (4) that no material provided by the Artist pursuant to this Agreement infringes or shall infringe on any copyrights or other rights of any person. The Artist will indemnify and hold the Committee harmless from all loss, liability, damages, recoveries, claims, causes of action, costs, and expenses (including, without limitation, reasonable attorney's fees) incurred by the Committee as a result of or arising from the Artist's breach of any representation or warranty contained herein, or the use by the Committee of any material provided by the Artist.
10. **Compensation** - No compensation shall be payable to Artist for Artist's services under this Agreement. Without limiting the generality of the foregoing, Artist acknowledges and agrees that the Work may be auctioned at the end of the event and the Artist unconditionally waives all rights to such proceeds. If a piece does not sell at auction, the Committee reserves the right to keep the piece and display it appropriately.

For additional information please call Amanda Vonson Fernandes at The Carbondale Arts Alliance (570) 282-1606.

I agree to the terms and conditions as stated in this contract.

Signature of Artist: _____ Date: _____

Name (Print): _____ Phone Number: _____