

# 2025 Keeseville Community Arts Festival

## Plein Air Artist Agreement

### ***Exhibition Details***

The 2025 Keeseville Community Arts Festival welcomes plein air artists to paint and enjoy the natural and built assets of Keeseville while aiding in community revitalization efforts in the hamlet. The Festival provides an opportunity for artists to experience all that Keeseville has to offer—including historic architecture, the famous AuSable Chasm, and the iconic agricultural community nestled in the foothills of the Adirondacks. Spearheaded by AdkAction, the event will take place July 15-19, 2025.

### ***Eligibility***

This event is open to all Plein air artists residing in the US and Canada.

### ***Fees***

Registration will be \$50, this covers tickets to all receptions. Up to four plein air paintings created during the festival can be submitted to the Art Show and Sale. Commission of 30% will be retained by AdkAction. All entry fees are non-refundable and must be paid by the entry deadline.

### ***Sales***

Each artist may enter four (4) framed paintings to be featured in the Special Preview Party, Plein Air Brunch, and Show and Sale. If an artist sells a piece during the festival, it may be replaced with another piece painted during the festival. The maximum canvas size is 20" x 24". Framed work must be submitted by 2:00 pm on Friday. All sales are handled by AdkAction. There will be a 30% commission retained by AdkAction.

**Awards - Please note that special awards are subject to change and more prizes may be added prior to the festival**

**First prize: \$1,000. Second prize: \$500. Third prize: \$250.**

### **Special Awards:**

#### **Ausable Chasm Award - \$1,000 Prize**

*This prize is completely optional to participate in.* This prize will be decided on by our judges for the best painting of the local attraction 'The Ausable Chasm'.

#### **Uplifting Community - \$250 Prize**

*This prize is completely optional to participate in,* but will help AdkAction reach its goals of providing artwork that feels accessible to all members of the community. Artwork for this prize category will need to be priced at or below \$250. If an artist elects to participate in the "Uplifting Community" aspect of the festival, the painting **will not** count against the maximum number of paintings that artist may enter in the show, and will not be judged except against other "Uplifting Community" prize submissions. This piece does not need to be framed and can be painted on whatever canvas the artist chooses.

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### **Artist Choice Award - \$250 Prize**

Plein Air artists will have the opportunity to vote for their favorite body of work in the show done by a different artist. The Artist Choice Award Prize will be awarded to whomever receives the most votes.

### **People's Choice Award - \$250 Prize**

The public will have the opportunity to vote for their favorite body of work by an artist in the show. Voting will take place Friday evening through Saturday morning with the winner being announced on Saturday afternoon.

### ***Disclaimer/Legal***

By signing the agreement to participate in the 2025 Keeseville Plein Air Festival, you give permission to AdkAction to use photos of you and your work for publicity and promotion purposes and you agree to the sales commissions as described above.

**Signed**\_\_\_\_\_ **Date**\_\_\_\_\_

*Please sign the Artist Hold Harmless Agreement on the following page*

# **Keeseville Community Art Festival 2025**

## **Plein Air Artist Hold Harmless Agreement**

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on July 15, 2025 by and between AdkAction of 1745 Main Street Keeseville NY 12944, and an artist participating in plein air at the 2025 Keeseville Community Arts Festival (KCAF) of various locations, herein referred to as "KCAF participant." Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, All 2025 KCAF Participants desire to hold harmless AdkAction & all painting sites from any claims and/or litigation arising out of 2025 KCAF Painters actions in connection with 2025 KCAF.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

### **TERMS**

#### **1. Hold Harmless.**

All participants shall fully defend, indemnify, and hold harmless AdkAction and property owners of designated KCAF painting locations from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of AdkAction, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to KCAF participants, for all legal fees, expenses, and costs incurred by it.

#### **2. Authority to Enter Agreement.**

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

#### **3. Amendment; Modification.**

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

#### **4. Waiver.**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

#### **5. Attorneys' Fees and Costs.**

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is

entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

## **6. Entire Agreement.**

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

## **7. Enforceability, Severability, and Reformation.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New York State law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New York State law.

## **8. Applicable Law.**

This Agreement shall be governed exclusively by the laws of New York State, without regard to conflict of law provisions.

## **9. Exclusive Venue and Jurisdiction.**

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of New York State. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

## **10. Signatures.**

This Agreement shall be signed on behalf of AdkAction by Sawyer Bailey, and on behalf of 2025 KCAF Artist by Themselves as signed below, and effective as of the date first written above.



By: \_\_\_\_\_ Date: 10/21/2024

Name Printed: Sawyer Bailey

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_