

## **2023 Venue Rules**

Rev. April 10, 2023

**THANK YOU FOR YOUR INTEREST IN HOSTING AT YOUR ESTABLISHMENT (“VENUE”) AN ARTIST’S ENTRY, WHICH IS BEING SUBMITTED TO ARTPRIZE IN ASSOCIATION WITH THE ARTPRIZE CONTEST (EACH, AN “ENTRY”). BY SUBMITTING THIS REGISTRATION, YOU, THE APPLICANT (“APPLICANT”), AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS VENUE AND REGISTRATION AGREEMENT (“AGREEMENT”). AND THAT THE APPLICANT HAS THE NECESSARY AUTHORITY, RIGHTS, AND PERMISSION TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE VENUE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AND THIS AGREEMENT, DO NOT REGISTER TO PARTICIPATE AS A VENUE.**

### **1. ELIGIBILITY**

**ArtPrize must approve all Venues for inclusion in the ArtPrize event (“Event”). ArtPrize reserves the right to refuse approval of a Venue for any or no reason.**

**To be eligible to host an Entry, a Venue must meet the following minimum requirements:**

**a. Venue must be located within the defined ArtPrize district of the city of Grand Rapids, Michigan, or a specifically designated Satellite Area, as described on <http://www.artprize.org>, unless a specific exception has been made in writing by ArtPrize management.**

**b. The portion of the Venue displaying Entries must at least be open to the public for voting on the Entries during the following times during the Event period from September 14–October 1, 2023:**

***Monday-Thursday: 5–8 p.m.***

***Friday & Saturday: Noon–8 p.m.***

***Sunday: Noon–6 p.m.***

**c. Applicant and Venue must comply with all federal, state, and local laws, rules, regulations, and code requirements, including all Grand Rapids and Kent County codes and ordinances, as well as all guidance and orders from the CDC, State of Michigan, public health agencies, and any other federal, state, and local authorities or agencies.**

**d. Venue may not charge any admission fee to the public to view the Entries during the Event period and may not charge an Artist or a group of collaborative Artists to display their Entry at the Venue. Expenses related to the exhibition of the Entry may be shared between**

the Artists and the Venue as long as such sharing arrangement is set forth in the applicable hosting agreement (“Hosting Agreement”) between the Artist and Venue.

## **2. REGISTRATION AND FEE**

To participate in the Event as a Venue, Applicants must agree to these rules as the Terms and Conditions of participation. Proposed Venues must be registered with ArtPrize by 11:59 PM EDT Friday, June 9, 2023. Applicants must pay a non-refundable Venue registration fee at the time of registration, the amount of which is listed on the ArtPrize website ([www.artprize.org](http://www.artprize.org)). ArtPrize will notify Applicants by phone or email to schedule a visit to the Venue to verify that the Venue is acceptable as an ArtPrize Venue.

## **3. HOSTING AGREEMENT WITH ARTIST.**

If approved as a Venue by ArtPrize, Applicant is responsible to negotiate a contract with an ArtPrize artist (each, an “Artist”) to host an Entry during the Event period. Please see our Registered Artist page for a list of registered Artists. This page will be updated as Artists are registered. Only Artists and Venues who are registered with ArtPrize may participate in the Event. Applicant is responsible for negotiating a hosting agreement and/or other arrangements with an Artist relating to display of an Entry at the Venue during the Event (“Hosting Agreement”). (a Hosting Agreement template can be found here [\[link\]](#))

Artist matching and the Hosting Agreement with the Artist must be completed by 11:59 PM. EDT Wednesday, July 7, 2023. It is anticipated that the Hosting Agreement with the Artist would cover terms of such items as: installation and removal of the Entry; access and timing to the Venue; allocation of responsibility for security and insurance relating to the Entry and the Venue; applicable fees for use by the Artist of the Venue, if any, etc.

A Venue may host multiple Entries, but Applicant must enter into a separate Hosting Agreement with each Artist for each Entry hosted. If Applicant cannot come to terms with an Artist, then Applicant under no obligation to host an Entry for the Event. As between the Artist and Venue, the Artist retains ownership of the Entry, unless specifically negotiated otherwise in the Hosting Agreement and not in breach of Section 6 of this Agreement.

## **4. WARRANTIES AND LIABILITY**

ArtPrize makes no warranty whatsoever relating to the Artist, the Entries, Hosting Agreement or any other aspect of the Event. ArtPrize is not responsible for any Entry left at a Venue during or subsequent to the Event period.

By participating in the Event, Applicant agrees that ArtPrize and its respective affiliates, agents, directors, officers and employees have no liability whatsoever for any injuries, losses or damages of any kind relating to or arising from the Event or resulting from participation in the Event, whether caused by ArtPrize, the Artist, the Entry, visitors, or otherwise.

**By participating in the Event, Applicant agrees to defend, indemnify and hold harmless ArtPrize, The City of Grand Rapids, Downtown Grand Rapids Inc and Kendall College of Art and Design of Ferris State University, their affiliates, agents, directors, officers and employees from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney's fees, relating to or arising out of any claim, or demand of any kind or nature which any person or party may make against ArtPrize or any of its affiliates, agents, directors, officers or employees based upon or arising out of the Venue, Applicant's participation in the Event, or any other claim or demand relating to the Event.**

**The parties acknowledge that there are inherent health or safety risks related to visiting any spaces where other people are present. As between Applicant and ArtPrize, Applicant agrees that they are in control of the Venue and are therefore responsible for mitigating any potential risks to the extent such risks can be managed. This includes following all precautions that may be required by any Michigan Department of Health and Human Services order, as well as all other applicable federal, state or local orders, guidelines, rules, and recommendations. Applicant agrees that ArtPrize has no responsibility for the Venue, including (without limitation) any responsibility for any risk of COVID-19 exposure at such the Venue. Venue shall indemnify and hold ArtPrize harmless (as described above) for any loss, injury, or claim resulting from someone visiting or being exposed to an infectious disease (including, COVID-19) while at their Venue.**

#### **5. PRIZES AND WINNER SELECTION**

**Prizes will be awarded by DGRI (dba ArtPrize), as further detailed on the ArtPrize website, <http://www.artprize.org>. A portion of these prizes may be awarded to one or more Venues. Winners can be both public-determined and/or selected by jurors appointed by ArtPrize, at its sole discretion. Additional details regarding prizes and selection criteria will be made available on the ArtPrize website prior to commencement of the Event. Prize awarded to Venues, if any, will be awarded in a lump sum to the winning Venue. Venue-based prizes, if any, are conditioned upon the winning Venues completing a notarized Winner's Affidavit provided by ArtPrize (the "Affidavit"). The Affidavit must be completed by the winning Venue before December 31, 2023, or else the winning Venue will be deemed to have forfeited the prize.**

#### **6. GENERAL**

**ArtPrize reserves the right to use all information about, and imagery and documentation of: the Venue, the Entry and the process of creating the Entry, all as provided by the Artist or Venue. Uses may include, but are not limited to, the official ArtPrize website, press releases, promotional materials prepared by ArtPrize or ArtPrize affiliates and partners including but not limited to Experience Grand Rapids and Pure Michigan, display and exhibition materials, catalogs, maps, guides, installations, other showcase activities**

associated with ArtPrize or the Event and its promotion and associated events and which may include textual, audio, and/ or visual representations. ArtPrize reserves the right to transfer its rights and terms for usage as defined here to its marketing and affiliate partners Experience Grand Rapids, Downtown Grand Rapids inc, Kendall College of Art and Design, the City of Grand Rapids, and Pure Michigan.

Applicant agrees to be bound by this Agreement and the decisions of ArtPrize, which are final and binding in all matters relating to ArtPrize. ArtPrize may prohibit Applicant from participating as a Venue in its sole discretion. ArtPrize reserves the right to terminate or amend the Event. Such amendment may include, but is not limited to, any voting or prize rules, in whole or in part, at any time without notice, if any factor, interferes with its conduct as contemplated by this Agreement. All federal, state and local laws and regulations apply. ArtPrize and this Agreement will be construed and evaluated according to Michigan law. ArtPrize's decisions and the decisions of the ArtPrize Steering Committee are final in all matters relating to the Event and the subject matter of these rules. View our [privacy policy](#).

ArtPrize may, in its sole discretion, make additions, changes, and / or amendments to this Agreement and these rules as posted to the ArtPrize website ([www.artprize.org](http://www.artprize.org)) by close of business on September 1, 2023. In the event of such changes ArtPrize will make every effort to notify Applicant of such changes, however, lack of notification will not be considered. Venue hereby agrees to comply with any additions/changes/amendments made by ArtPrize to this Agreement as posted to the ArtPrize website.