



Dear Musician:

It's that time again! **ArtFest™ 2009 of Scottsdale** is approaching. This Festival is held at the Scottsdale Civic Center Plaza, located at Civic Center Boulevard just South of Indian School Road, from 75th Street to Brown Road. The festival will be held on Saturday, November 21 and Sunday, November 22, 2009 from 10 AM to 5 PM. The Scottsdale Civic Center Plaza features rolling green lawns, sparkling fountains, gorgeous flowers, stately trees and meandering walkways.

The City of Scottsdale is widely known as an entertainment capital of Arizona, with over 30+ nightclubs and many art galleries with featured musicians providing ambiance music. **ArtFest™ of Scottsdale** is a prime location for music sales. The Holiday shopping season will be approaching at the time of the festival, so it should be a great opportunity to sell your music to over 40,000 prospective buyers!

Advertising this year will include CBS Radio - 94.5 KOOL FM, KNPR both KJZZ and KBAQ, the Arizona Republic, Wavelength and American Style Magazines along with many calendar listings and other print collateral. We will be producing the festival program again to use in promoting ArtFest™ of Scottsdale. Last year the Festival received excellent media coverage with many exhibitors featured in editorial of several publications. Festival signs and banners will be placed around the festival site so they are visible from main streets.

Now in its 16th year, **ArtFest™ of Scottsdale** is one of the highest rated fall festivals in Arizona. Catch the excitement of the hottest trends in the world of art as over 200-featured artists from across the nation display their masterpieces. With over 40,000 in expected attendance, the **ArtFest™ 2009 of Scottsdale** is sure to put smiles on the faces of attendees, musicians and artists alike. Fabulous art, food and entertainment are exactly the recipe for a perfect festival!

Please review the enclosed information and return your application to us as soon as possible. If you have any questions or comments, please do not hesitate to call us at (480) 968-5353 or email us at info@888artfest.com. We look forward to receiving your application and hope to see you in Scottsdale!

Sincerely,

Frank Maguire
Festival Director

ARTFEST™ 2009 OF SCOTTSDALE- MUSIC BOOTH

RULES AND REGULATIONS

1. Musicians must personally attend his/her exhibit and be present during the entire two days of the Festival.
*Representatives may not attend in place of the musician. Frank Maguire & Associates, Inc. reserves the right to request photo identification to ensure compliance with this rule. (*exceptions to this rule may only be granted through the express written authorization of the Festival Director.)
2. The music performed and sold must be consistent with samples submitted by the musician and with **ArtFest™** guidelines. Frank Maguire & Associates, Inc. has the right to require that any other music be immediately stopped at the show. Failure to comply may result in musician's removal from the festival and musician's opportunity to exhibit in future festivals.
3. All music performed and sold **must be original** and produced by the musician.
4. A copy of all music to be performed and/or sold must be on file with "agent" Frank Maguire & Associates, Inc.
5. Musician must perform a minimum of seventy percent (70%) of the time during official Festival hours.
6. It is Frank Maguire & Associates, Inc. sole obligation to furnish assigned exhibit space plus general cleaning and guard service. Services of any other nature shall be requested by the musician in writing at least 30 days prior to the festival.
7. Musician shall be liable for delivery, handling, erection and removal of musician's displays and materials. All pertinent fire codes, laws, ordinances and regulation pertaining to health, fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped or otherwise affixed to the wall, the ground or any part of the exhibition area in such a way to damage the area.
8. Frank Maguire & Associates, Inc. prohibits the installation and operation of any exhibits not meeting its approval. Frank Maguire & Associates, Inc., in its sole discretion, may prohibit the conduct of any activity whatsoever which it deems deleterious and not in the best interest of the festival.
9. **Set-up** for the Festival may begin when all spaces in your area are marked correctly and approved by the Director. Due to parking restrictions during Festival hours, set-up must be completed and all vehicles removed by **9AM Saturday morning**. After 9AM it will be necessary for you to park outside the Festival area and carry your display in.
10. **Takedown!** To facilitate clean up and the needs of the government offices on Monday in the Scottsdale Civic Center Plaza, all booths must be removed from the premises by **midnight on Sunday evening. No exceptions!** Please let the Festival staff know if you need assistance.
11. Frank Maguire & Associates, Inc. will not be liable for refunds or any other liabilities whatsoever, for failure to fulfill these terms and conditions, due to the unusable condition of the area in which the festival is to be produced, caused by, but not limited to, fire or other calamity, any act of God, public enemy, strikes, statutes, ordinances of any legal authority, or any cause beyond Frank Maguire & Associates, Inc.'s control. Insurance, if desired by musician, must be obtained by and at musician's expense. Frank Maguire & Associates assumes no risk.
12. Musician, by signing the Musical Sales Application, will hereby release and forever discharge ArtFest™ of Scottsdale, Frank Maguire & Associates, Inc., the City of Scottsdale, et al, the Scottsdale Cultural Council, and all sponsoring organizations and their directors, officers, employees, agents and volunteers from any responsibility, personal liability, claims, loss or damage arising out of or in conjunction with his/her participation in **ArtFest™ of Scottsdale**. Frank Maguire & Associates, Inc. will not be responsible for any injury sustained by the musician and guests while within space designated for exhibits. Further, musician understands that he/she stores his/her music and equipment at his/her own risk.
13. No waivers, modifications or amendments shall be valid unless approved in writing by the Director of **ArtFest™ of Scottsdale**. Venue for all legal proceedings arising from violations of these terms and conditions must be initiated in Maricopa County, Arizona.
14. **NO FEES WILL BE REFUNDED AFTER ACCEPTANCE.** All cancellations must be received in writing. There is a \$45.00 fee for all returned checks.

FOR OFFICE USE ONLY: SPACE#: DATE: SLR Y / N STATUS: APP NO.
 SPACE SIZE: AMT: ELEC Y / N STATUS DATE: DATE:

ARTFEST™ 2009 of SCOTTSDALE
 MUSICAL SALES APPLICATION
 November 21 & 22, 2009 ❖ 10 a.m. to 5 p.m.
 Scottsdale Civic Center Plaza .: Scottsdale, AZ
www.888artfest.com

GROUP NAME: _____ CONTACT NAME: _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 PHONE/DAY: _____ EVENING: _____ FAX: _____
 TYPE OF MUSIC: _____ THREE (3) WORD DESCRIPTION (For program): _____
 EMAIL ADDRESS: _____ WEBSITE ADDRESS: _____

TO ALL APPLICANTS: TO BE CONSIDERED FOR ACCEPTANCE FRANK MAGUIRE & ASSOCIATES INC. MUST HAVE A PHOTOGRAPH OF YOU PERFORMING, A CD OR AUDIO TAPE OF YOUR MUSIC, OR A WEB PROMOTIONAL PACKAGE.

Due to the layout of the grounds for **ARTFEST™ of Scottsdale**, the high demand for space (particularly from artists), there are a limited number of spaces available for musical sales. **APPLICATION DEADLINE IS August 28, 2009.**

FESTIVAL FEES:

PERFORMANCE SALES FEE is \$285.00 (please submit payment with application).

IN ADDITION, on gross sales over the amount of \$3,000.00, for both Saturday and Sunday, a five-percent (5%) fee will be due and payable at the end of the Festival day on Sunday, after close of event at the Festival Headquarters. ** EXAMPLE: \$4,000 (Gross sales for Saturday and Sunday) - \$3,000 = \$1,000 x 5% = \$50.00 (amount of fee due.)

A SECURITY DEPOSIT CHECK OR CHARGE in the amount of \$100.00 must be enclosed with the signed application/agreement. Deposit check will be returned when all fees due to Frank Maguire & Associates, Inc. are paid in full and musician space is cleared and clean of all equipment, supplies, products, etc.

ENCLOSE APPLICATION, \$285.00 PERFORMANCE SALES FEE (check or credit card), electricity payment (if applicable, please see the map to select quantity) AND \$100.00 DEPOSIT (must provide a check)

**MAKE CHECKS PAYABLE TO: Frank Maguire & Associates, Inc.
 P.O. Box 3258,
 Tempe, AZ 85280-3258,**

VISA ___ MASTERCARD ___ # _____ AMT \$ _____ EXP DATE _____
 Credit card address (if different from above) _____
 3 digit security code on back of card _____ City, State, Zipcode

*I have read and agree to abide by the **ARTFEST™** rules and regulations. I understand that this application does not guarantee a space and agree to abide by the decision made by the **ARTFEST™** jury.*

Signature - Application must be signed and dated. (Valid for credit card - if applicable.) _____ **Date** _____

