

**Terms and Conditions:** 2023 Winter Guemes Island Studio Tour (referred to as “Tour” below)

**KEY DATES**

- **August 1** Call for Artists Opens
- **September 30** Deadline for Registering
- **October 22** minor edits to descriptions and information accepted until this date
- **November 1** Roll out marketing materials and event map
- **December 2** Studio Tour

**1. Participation.** Participation is contingent upon upholding and abiding by all terms and conditions, including being open for business and participation from 10:00 am to 4:00 pm on December 2, 2023.

**2. Studio Location.** A participating artist’s studio must be a workspace for creating art located on Guemes Island, Skagit County, WA., which they can make available to the public for this tour. Each studio and pathway to it must be a safe space for public visitation. All work shown must be the artist’s original work.

**3. Registration.** Each artist must register as an individual participant, submitting required info, suggested registration fee of \$25. Artists sharing a space require separate registrations unless their work is created jointly. Artists requesting to show their work at the Guemes Island Community Center should make that request on the application form in the area provided.

**4. Selling Artwork/Commission:** Participating studios may have art for sale. No commission will be taken by Tour organizer, Guemes Island Art Initiative (GIA), but all costs and taxes incurred by sale of art by the artist will be the responsibility of the artist. Participation in the event requires that you adhere to and abide by all rules, regulations and laws governing Skagit County and the State of Washington, where you are conducting business.

**5. Liability Insurance.** Guemes Island Open Studio Tour organizers provide no liability insurance coverage to participants of the 2023 Winter Guemes Island Open Studio Tour. As a participant in the Tour, it is your responsibility to insure yourself, your premises and your work against lawsuit, theft, damage, and other potential circumstances. The Tour organizers strongly recommend that you check with your insurance agent as to coverage for this event.

**9. Promotion of Tour and Self.** There is no guarantee of attendance at the Tour event and Organizers are not responsible for the results of your participation in the Tour. GIA will provide primary signage. Artists are encouraged to engage in the following promotional activities where applicable:

- Add the Tour link to your personal website: <https://GuemesIsland Art.org>.
- Send invitations to your mailing list and tell your friends.
- Hang provided posters in public places.
- Display provided road signs during the tour, including one at the studio address and at least one at the nearest intersection. GIA will provide primary signage.

**10. Tour Cancellation.** Event will proceed in the event of rainy weather. Circumstances out of the control of the Guemes Island Open Studio Tour organizers, such as acts of God, may force the event to be cancelled, in which case artists will not be compensated in any way.

**12. AGREEMENT TO RELEASE ASSUMPTION OF RISK:** Participating artists are aware that there are inherent risks involved in participating in the Guemes Island Open Studio Tour, including, but not limited to, the risk of theft or of damage to property, and the risk of personal injury or illness.

**13. AGREEMENT TO HOLD HARMLESS:** In consideration of being granted permission to participate in this Tour, I, on behalf of myself, my executors, administrators, heirs, next of kin, and successors, hereby covenant to hold harmless and indemnify the organizers of Guemes Island Open Studio Tour and all of its officers, departments, agencies, agents and employees from any and all claims, losses, damages, injuries, fines, penalties, and costs (including court costs and attorney’s fees), charges, liabilities, or exposures, however caused, resulting from, arising out of, or in any way connected to my or my family’s participation in the above described program. By submitting registration, you as a Tour artist agree to indemnify, defend and hold harmless the Guemes Island Open Studio Tour organizers for any lack of attendance and any and all liabilities, claims, errors, omissions, losses, accidents and expenses caused by, arising out of, or in connection with, either directly or indirectly, the Guemes Island Open Studio Tour events. The Guemes Island Open Studio Tour team is acting as an organizer to centralize information about this studio tour. These terms and conditions may be updated at any given time without prior notice.