

Laguna Craft Guild

2021 Renewal Membership Application & Exhibitor Agreement

Please complete, sign, and return this form with copies of your Laguna Beach Business License and Resale License; and a check for the \$30 membership fee, made payable to "Laguna Craft Guild". Mail to POB 1244, Laguna Beach, CA 92652. Incomplete applications will be returned.

- Payment for calendar year membership: \$30
- Copy of current Laguna Beach Business License: License # _____
- Copy of CA State Resale License: License # _____

Name: _____

Street Address (no P.O. boxes): _____

City: _____ Zip: _____

Email: _____

Cell Phone: _____ Home Phone: _____

Art Medium Description: _____



Carefully read and initial each statement. Incomplete applications will be returned.

_____ **PARTIES:** The Parties to this agreement are _____ ("Exhibitor") and the Laguna Craft Guild Corporation, ("Laguna Craft Guild") a California Non-Profit Public-Benefit Corporation.

_____ **PROOF OF LAGUNA BEACH RESIDENCY:** At any time during the term of this Agreement, Exhibitor may be required to provide proof of residency to the Board of Directors and will do so within forty-eight [48] hours of such a request. Exhibitor agrees to submit the residency information with the 2021 Membership application. The residency information is represented by Exhibitor to be true and correct and is submitted by Exhibitor with the intent that it be relied upon by the Laguna Craft Guild as a condition of exhibitorship. Exhibitor understands that the Laguna Craft Guild will retain this information and consider it a continuing statement of Exhibitor's eligibility. Exhibitor further agrees to notify the Board of any address change.

_____ **EXHIBITOR INFORMATION:** Exhibitor acknowledges that they have read and thoroughly understand the 4-page *2021 Exhibitor Information* packet.

_____ **COMPLIANCE:** Exhibitor understands and agrees that the Board of Directors may periodically review the work offered for sale by Exhibitor. Exhibitor agrees to immediately remove any items displayed for sale that did not have prior written approval from the Board of Directors or that are found by the Board for any reason not to comply. Any new items must be submitted to the Board for approval prior to offering these items for sale.

DEMONSTRATION: Exhibitor understands and agrees that Exhibitor may be required to demonstrate his or her craft techniques at any time for the Board of Directors of the Laguna Craft Guild and that Exhibitor will do so within forty-eight [48] hours of any request from the Board of Directors.

NO INHERENT RIGHT TO EXHIBIT: Exhibitor understands and agrees that there is no express or implied inherent right, or vested interest of any person, to be an Exhibitor in any Laguna Craft Guild show. While it has been, and remains, the customary practice of the Laguna Craft Guild to invite all past Exhibitors who are in good standing with the Laguna Craft Guild, Exhibitor recognizes and hereby acknowledges that the Laguna Craft Guild retains the discretion, and has the responsibility, not to extend an invitation to any past Exhibitor if it is determined by the Board of Directors, in the exercise of its best business judgment, to be in the best interests of the Laguna Craft Guild not to extend such an invitation.

RESPONSIBILITY & RELEASE: Exhibitor hereby releases and holds the Laguna Craft Guild harmless from any liability, damage, loss or injury to Exhibitor, to Exhibitor's property, or to Exhibitor's employees, agents, customers or invitees, including but not limited to any loss or damage to Exhibitor's business, or any loss of income, or any loss or damage to any of Exhibitor's goods, wares, artistic items, from any cause whatsoever including, but not limited to theft, fire, public catastrophe, act of God, an act or omission by an Exhibitor or employee or agent of the Laguna Craft Guild. Exhibitor hereby acknowledges and agrees that the Laguna Craft Guild has no responsibility, legal or otherwise, to protect the property or person of the Exhibitor or of any individual related to the Exhibitor as an employee, agent, customer, invitee, family member, or otherwise, and the Exhibitor hereby unconditionally releases the Laguna Craft Guild from any such responsibility.

ARBITRATION: The Parties agree that in the event any dispute arises between them which cannot be resolved cooperatively, then, as an exclusive alternative to litigation in either State or Federal Court, the parties will submit their dispute to binding arbitration before the American Arbitration Association under the Commercial Rules of that association. The Arbitrator shall be obligated to enforce the provisions of this written agreement in accordance with its stated terms, and will not have jurisdiction discretion to render any award not in accord with the terms of this Agreement.

ATTORNEY'S FEES: In the event any dispute arises between the Exhibitor and the Laguna Craft Guild which cannot be resolved cooperatively, the prevailing party in the resolution of that dispute under the auspices of binding arbitration before the American Arbitration Association shall be entitled to an award of reasonable attorney's fees and costs incurred in the resolution of the dispute.

CONDUCT: Exhibitor agrees that while exhibiting at the Laguna Craft Guild shows, he or she will conduct himself or herself, in such a civil manner as to maintain a decorum and demeanor consistent with that suitable and appropriate for a location which invites members of the public of all ages to visit the premises. Exhibitor further acknowledges and agrees that the Laguna Beach Craft Guild Board of Directors shall have the sole discretion of determining whether or not the conduct or behavior of any given exhibitor is inappropriate or unsuitable in this regard. Exhibitor agrees that he/she will abide by directions of the Board in this regard, and that the failure to do so will constitute grounds for the termination of exhibitor's membership in the Laguna Beach Craft Guild.

ENTIRE AGREEMENT: This Agreement is the only agreement between the Exhibitor and the Laguna Craft Guild relating to the respective rights and duties of the Parties, as to the 2019 Laguna Craft Guild Shows. There are no prior or contemporaneous oral or written agreements between the Exhibitor and the Laguna Craft Guild relating to the rights and obligations between them as to the 2018 Laguna Craft Guild Shows. Any amendment or modification of this agreement shall be effective only if in writing, and signed by both the Exhibitor and two authorized representatives of the Laguna Craft Guild Board of Directors. The term of this Agreement runs from the date of its execution by both parties, until the conclusion of the 2021 calendar year Laguna Craft Guild shows.

Print Name of Exhibitor

Exhibitor Signature

Date

★ Exhibitor: It is strongly recommended that you retain a copy of this agreement for your records.

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Laguna Craft Guild Corporation:

By: _____ Date: _____

And: _____ Date: _____