

*. ARTIST INFORMATION + APPLICATION FOR CONSIDERATION

In addition to the foregoing information, please submit a maximum of ten (10) high-resolution images for consideration. By providing this information to Estrella Arts, you authorize Estrella Arts to use your information for marketing and advertising purposes. All exhibition decisions are made at the sole discretion of Estrella Arts, LLC (DBA Starry Night, Starry Night Retreat, Exposure program, etc.) and Estrella Arts, LLC does not guarantee any requested exhibition locations. Estrella Arts, LLC reserves the right to make changes in exhibition decisions at any time.

*. ACCEPTANCE

Acceptance shall occur after a thorough review of Artist's application and is subject to the sole and absolute discretion of Estrella Arts. Accepted Artist will be notified in writing via United States mail or Email and a copy of this Agreement counterexecuted by Estrella Arts ("Acceptance"). Failure by Estrella Arts, LLC to deliver a fully executed Agreement shall not be construed to mean that Artist is not bound to this Agreement. Accepted Artist may not assign or sublet any part of their exhibition room without the prior written consent of Estrella Arts, LLC. If accepted to participate in the Exposure program at the indicated art fair, Artist shall be required to provide an immediate deposit of nine hundred, ninety-eight dollars and thirty-three cents (\$998.33) to reserve their placement ("Deposit") as part of their Participation Fee.

Such Deposit shall be due no later than five (5) days after Artist's receipt of Acceptance. Failure to remit the Deposit within the deadline will nullify Artist's Acceptance and Artist will be required to resubmit an application for consideration. The remaining one thousand, nine hundred, ninety-six dollars and sixty-seven cents (\$1,996.67) ("Balance") shall be payable to Estrella Arts according to payment plan terms as stated in acceptance letter. Failure to make payment in full prior to the start date of the exhibition event will constitute a breach of this Agreement and will result in a forfeiture of all payments theretofore delivered to Estrella Arts, LLC (including Deposit).

*. INSURANCE

Insurance for this exhibition in the amount of \$1,000,000 per occurrence is available to Exposure program Artists under the insurance contract between Estrella Arts, LLC and Great American Insurance Company. If insurance for the duration of the show and shipping is required by Artist, additional insurance must be purchased by Artist separately and documentation of said additional insurance must be provided in writing to Estrella Arts no later than one month prior to exhibition start date. Artist understands that neither Estrella Arts LLC, nor Venue shall obtain insurance coverage protecting the Artists' artwork or other property. Artist is solely responsible for the safety of its artwork and property and is required pursuant to this provision to secure adequate insurance to safeguard same.

1. GENERALLY

Artist agrees to be bound unconditionally by Estrella Arts, LLC guidelines, rules, and regulations. By execution of this Agreement, Artist acknowledges and accepts the following ("Conditions of Participation"). Artist promises to abide by these Conditions of Participation and such further rules and regulations governing the terms of indicated art fair as may be implemented by Estrella Arts, LLC in its sole discretion. Artist's use of the exhibition rooms, Venue and premises shall be subject at all times to those rules and regulations adopted by Estrella Arts, LLC.

Full payment is due no later than thirty (30) days after execution of this Agreement. If full payment is not received by the applicable date, accepted Artists will be subject to cancellation in order to accommodate potential Artists held on indicated art fair's wait list. In the event that Artist fails to make payments as agreed herein or breaches any term or condition contained herein, Artist shall be in default hereunder, and Estrella Arts, LLC shall have the right to retain Artist's Deposit, Exhibition Fee (if applicable) and all other monies paid hereunder, and reserves any other remedies it may have in law or in equity with respect to any default by Artist hereunder.

Artist agrees not to schedule or conduct any outside commercial activity including, but not limited

to, receptions, seminars, symposiums and hospitality suites before, during or after the Event, whether such activities are held at or away from the Venue, except with the written approval of Estrella Arts.

2. CANCELLATION POLICY + FORCE MAJEUR

Cost and fees will not be refunded if Artist withdraws at any time. Furthermore, Artist acknowledges and agrees that any attorney and legal fees incurred by Estrella Arts due to Artist's cancellation for any reason shall be the sole responsibility and obligation of Artist. Estrella Arts may, in its sole discretion, cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other, except that Estrella Arts, LLC reserves the right to retain any monies paid for good cause, as liquidated damages. If Estrella Arts, LLC or indicated art fair is delayed or prevented from performing any of its obligations under this Agreement due to a force major event, including, but not limited to, a strike, inclement weather, act of God, or any reason beyond the reasonable control of Estrella Arts, LLC, the period of such delay shall be deemed added to the time herein provided for the performance of any obligation by Estrella Arts. If performance is no longer possible, Estrella Arts, LLC shall be released of all obligations and liabilities under this Agreement. This Agreement is not subject to cancellation or modification by Artist after execution, except by mutual written Agreement between the parties hereto.

3. MULTIMEDIA

If Artist presents video or artwork that produces any type of noise that Estrella Arts, in its sole discretion, determines to be interfering with the ability of indicated art fair or other Artists to conduct business, Artist will be asked to turn the volume on the media down or off, or to remove the media altogether.

4. NAME + LIKENESS

Artist hereby grants to Estrella Arts the non-exclusive, unfettered and perpetual right throughout

the universe to use, at no cost, Artists' name, likeness, artwork, and biographical materials on any and all promotional and advertising material for the Event and/or Estrella Arts, or for whatever other purpose Estrella Arts so deems fit to exploit the Event.

Artist acknowledges that Estrella Arts may film, photograph and document the Event and agrees not to hinder, obstruct or interfere with such photography or video. Artist and any of its artists whose works may be captured in that video or film image consent to the use of these video and/or film images by Estrella Arts or its agents for commercial purposes in marketing and advertising the Event or any other fair Estrella Arts is associated with. Artist hereby indemnifies Estrella Arts against any of Artist's artists, staff or guests participating in or present at its exhibit, specifically with respect to this provision.

5. WARRANTIES + REPRESENTATIONS

Both parties warrant and represent that they are free to enter into this Agreement, to make the grant of rights made under it and to fully perform in accordance with the terms of this Agreement. Artist is strictly accountable for the authenticity of its artwork, which shall be shown and sold at the Event. Should the authenticity of any work of art be questioned or placed at issue before or during the Event, Estrella Arts reserves the right to have said work withdrawn from the Event unless Artist can furnish documentation that satisfies Estrella Arts, LLC as to the work's authenticity. All such decisions are at the sole discretion of Estrella Arts, LLC. Artist hereby indemnifies Estrella Arts, LLC against any and all claims stemming from alleged copyright or intellectual property infringement on any and all materials present in its exhibit.

6. SAFETY

All display materials used for decoration must be fire retardant. All equipment or devices, electrical or otherwise, used in or about an exhibit must be in good working condition and able to pass fire and/or electrical inspections.

Extra materials stored in Artist's room must not block access to the exhibit or cover electrical

wires or outlets. Artist shall cooperate responsibly with local ordinances and the Venue's rules regarding health, fire prevention and public safety. If inspection of an Artist's room discloses a failure to comply with any applicable law, code or regulation, or if Estrella Arts, LLC determines that all or any part of an exhibit presents a fire hazard or other danger, Estrella Arts, LLC may cause the removal of all or a portion of such exhibit at Artist's expense.

Under no circumstances may the weight of any equipment or exhibit material exceed the Venue's maximum floor load. Artist accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications or to comply with safety regulations set forth herein or indicated to Artist at any time. Artist acknowledges that Estrella Arts, LLC and the Venue reserve the right to remove all persons and property from the exhibition room without the necessity of or resorting to any legal proceeding and at any time may eject unruly, disorderly or otherwise disruptive persons, or any persons it may, in its sole discretion, deem as unfitting for the Event, from the Venue, including the facilities licensed to Artist and Artist hereby waives any right or claim for damages in connection with the exercise by Estrella Arts or the Venue of this right.

7. TAX

State tax officials will collect sales tax at the conclusion of indicated art fair exhibition for any artwork sold. Artist is solely responsible for compliance with the State sales tax requirements. Estrella Arts bears no responsibility for the failure of Artist to comply with State sales tax requirements. State taxes are specific to each state.

8. FACILITY

Estrella Arts may use nails and minimally damaging hanging materials to secure artwork to the exhibition room walls, however, Artist will be solely responsible for paying the cost of any excessive damage to the walls as determined by the Venue, in its sole discretion. Artist hereby

authorizes Estrella Arts, LLC to furnish the Venue, including exhibition rooms, with indicated art fair and/or Estrella Arts, LLC branding and/or third party sponsorship material, to be placed in Estrella Arts, LLC sole discretion. Branding and/or sponsorship material placed by Estrella Arts, LLC may not be removed by Artist at any time or for any reason. All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement and Artist hereby agrees to the terms therein.

9. MOVE-IN AND MOVE-OUT

Customs (if any) must be cleared and handled by licensed contractors. Move-in and move-out dates and times will be listed in additional materials provided at a later date and must be strictly adhered to. In the event that Artist fails to select Art shipping methods to have their work shipped, or fails to vacate the exhibition room by the deadline provided, Estrella Arts, LLC or the Venue management will retain a shipper of its choice to package the art works and content of Artist's exhibition room and transport them to the shipper's own warehouse for storage until such time as they are retrieved by Artist. Artist hereby releases Estrella Arts, Estrella Arts and the Venue for any lost, stolen, or damaged property incurred during this process. Retrieval of the artwork from the shipper will be at Artist's own expense, and Artist acknowledges that the expense of retrieving the artwork may include (but not be limited to) the cost of packing, transporting, handling, storing, shipping the artwork, as well as other fees imposed by the shipper. Artist shall not be permitted to check in or check out prior to times indicated on the Exhibiting Artist Information Packet. Any additional nights or use of the exhibition rooms beyond the deadline will be billed to Artist by the Venue at the rate of \$1000.00 per night. This rate is non-commissionable and shall be the sole and exclusive responsibility of Artist.

10. BALANCES DUE

For balance due to Estrella Arts, Artist grants permission to Estrella Arts, LLC to charge any amount due on any credit card provided, including other parties' credit card on file that are

affiliated or exhibiting with Artist. All sales are final. Should Artist have an outstanding balance that is not recouped prior to the Event, Artist will not be allowed into the Event and shipments will not be accepted into the Venue and charge for the balance will be charged to the credit card provided.

11. SECURITY

Security guard service is provided on a limited basis by the Venue. This security does not guarantee Artist against loss, theft, or other mischief and by no way implies an assumption of liability for loss, destruction, theft, or vandalism of any of Artist's property or injury to any of Artists' personnel, agents, employees, or guests. This security shall not be construed as any guarantee or indemnification whatsoever to Artist against loss or theft or otherwise, nor does it imply an assumption of liability by Estrella Arts, LLC or Estrella Arts, LLC with respect to any and all of Artists' property. Artist assumes all risks for transport, installation, and exhibition of art and personal property from its origin location to the Event and back to its origin location. Estrella Arts does not provide security guards.

12. LIMITATION OF LIABILITY

Artist acknowledges and agrees that Estrella Arts will not be responsible for the safety or well-being of any art, property, merchandise, or materials consigned to or in the ownership of Artist during indicated art fair, as well as during move-in and move-out, or for damage or loss incurred during shipping or transport of art, property or materials to and from indicated art fair. Estrella Arts shall not be responsible for loss or damage to displays or goods belonging to Artist or consigned to Artist or otherwise brought to Estrella Arts, LLC by or on behalf of Artist, whether resulting from misuse, negligence, fire, storms, water, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the indicated art fair and displayed at Artist's own risk, and should be safe-guarded at all times. Artist waives any and all claims against Estrella Arts, LLC for injury to

Artist, its agents, servants, and/or employees while in the exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide space for its exhibit or any failure to hold the exhibition as scheduled.

13. GENERAL REMARKS

Special exhibition badges must be worn by Artist and its staff. No signs or banners extending beyond the limits of Artist's room will be allowed unless confirmed in advance and in writing by Estrella Arts, LLC. Estrella Arts, LLC must keep exhibition room staffed and open during indicated art fair hours. Estrella Arts, LLC does not guarantee any sales of artwork during the Event. Artist agrees to abide by the aesthetic standards set forth by Estrella Arts, LLC and those of the indicated art fair and agrees to be bound by all rules, regulations, terms and conditions contained in all additional informational materials.

14. MISCELLANEOUS

a. DISPUTE RESOLUTION. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth herein. Each party will promptly notify the other in writing of any dispute. Any claim or dispute arising out of or relating to this Agreement, other than a collection proceeding initiated by Estrella Arts, LLC, will be resolved by binding arbitration under the Commercial Rules, but not the administration of the American Arbitration Association. Estrella Arts, LLC, at its option, may initiate proceedings to collect amounts due hereunder from Artist in the appropriate state or local courts of Washington. To the extent the Commercial Rules conflict with this provision, this Agreement will control. Either party may seek preliminary or permanent rights and/or remedies, judicial or otherwise, to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved.

The arbitration will be conducted in Seattle, WA. Matters concerning proprietary rights will be decided in accordance with the laws of the jurisdiction which grants such rights, and the laws of

the State of Washington (except its conflict of laws provisions) will govern the interpretation and enforcement of this Agreement. Within ten (10) calendar days of service of a demand for arbitration, the parties will agree upon a sole arbitrator. If a sole arbitrator cannot be agreed upon, a panel of three arbitrators will be named. Each party will choose one arbitrator. The two arbitrators chosen by the parties will choose a knowledgeable and impartial third arbitrator. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within ten (10) calendar days, either party may apply to court of competent jurisdiction for appointment of the third arbitrator. There will be no discovery during the arbitration other than the exchange of the information the parties provide to the arbitrator(s). If damages are to be awarded, the arbitrator(s) will only award equitable relief and compensatory damages and will not award punitive or other non-compensatory damages. The arbitrator(s) will render a decision within sixty (60) calendar days after the date of his/her/their term or within such period as the parties may otherwise agree. Except as set forth below, each party will be responsible for the fees and expenses incurred by the arbitrator it appointed. The fees and expenses of a sole arbitrator or the third arbitrator (or) will be borne by the losing party. The decision of the arbitrator(s) will be final and binding and may not be appealed. A party may apply to any court having jurisdiction to obtain a judgment enforcing the decision of the arbitrator(s). The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Section. In the event of any dispute not covered by arbitration set forth herein and stemming from this Agreement or the obligations contained herein, the prevailing party shall be entitled to recover all reasonable legal fees and costs associated with the dispute.

b. ASSIGNABILITY. This Agreement is not assignable by Artist without the written consent of Estrella Arts, LLC. The Agreement is fully or partially assignable by Estrella Arts, LLC.

c. ARTIST'S INDEMNIFICATION. Artist agrees to defend, including payment of all costs of defense, indemnify, and hold Estrella Arts, LLC, the indicated art fair and the Venue itself

harmless in the event any third party brings any claims or lawsuits in any jurisdiction or forum against Estrella Arts, LLC and the Venue for any incident that may occur during the Event, or stemming from the Event, and for Artist's breach of any representations provided under this Agreement, any act of negligence, recklessness or intentional wrongdoing during the Event, to comply with the standard of care in the field in which it is performing services pursuant to this Agreement, or to perform as required by this Agreement, or in accordance with any laws applicable, including any laws concerning prohibitions against harassment and discrimination.

d. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington, without regard to the choice of law principles thereof. Artist hereby voluntarily submits to the personal jurisdiction of the courts located in the State of Washington.

e. NOTICES. All notices required to be given hereunder shall be given in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, at the addresses indicated above, unless a written notice of a change of address has been provided to Estrella Arts, in which case notice will be given to the latest identified address.

f. MODIFICATION. Subject to applicable law and upon the consent of Estrella Arts, LLC, this Agreement may be amended, modified, and supplemented only by written agreement signed by both parties or their heirs, representatives, or successors in interest with respect to any of the terms contained herein.

g. SUCCESSORS AND ASSIGNS. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of heirs, executors, administrators, successors, and assigns of the respective parties hereto.

h. SUCCESSORS AND ASSIGNS. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of heirs, executors, administrators, successors, and assigns of the respective parties hereto.

i. WAIVER. Any party's failure to enforce any provision or provisions of this Agreement shall not

in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted to each of the parties herein are cumulative and shall not constitute a waiver of said party's right to assert all other legal remedies available to it under the circumstances.

j. ENTIRE AGREEMENT – ENFORCEABILITY. This Agreement sets forth the entire agreement between the parties and supersedes all contracts, proposals, oral or written, and all other communications between the parties with respect of the subject matter hereof. This application, accompanied by the requested information and materials, constitutes an offer for participation in the Exposure program at the indicated art fair. This application is subject to review and approval by Estrella Arts, LLC at its sole discretion and shall become binding pursuant to the terms herein upon the express Acceptance by Estrella Arts, LLC. Artist submits this application with the understanding that, upon Acceptance, it is to be bound unconditionally to the Conditions of Participation below.

ESTRELLA ARTS LLC.