



## ART DISPLAY APPLICATION-2026

### ARTIST INFORMATION: (PLEASE PRINT)

**Name** (First, Last): \_\_\_\_\_ **Age** (if under 18): \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### ART DETAILS:

**Description/Type of Artwork** \_\_\_\_\_

**Number of pieces to be displayed (min 5/max 8):** \_\_\_\_\_

\*Please email sample photo(s) of your art, if available.

**Exhibit Period Preference:**  January-March, 2026  April-June, 2026  July-September, 2026  October-December, 2026

**Display Requirements:** Must be **taut** wire back—no saw tooth hooks and must be suitable for family viewing.

**Dimensions:** Cannot exceed 54 inches (corner to corner)

**Weight:** Cannot exceed 15 pounds

### TERMS & SPECIFICATIONS:

**I, the undersigned, do hereby allow myself and/or my minor child to participate in the City of San Marcos ("City") art display event (Activity), and further understand and agree to the following on behalf of myself and/or my minor child:**

**Application Instructions:** All applicants must complete and sign this Art Display Application. Minimum 5/Maximum 8 entries may be submitted per applicant for each display period. Returning artists must submit different pieces than previously exhibited. Submission of an application does not guarantee approval by the City for public display, and the City reserves the right to reject any applications.

**Rules and Regulations:** Applicant and members of applicant's group or organization (collectively, "applicant") agree to comply with all rules and regulations of the City with respect to use of any City facilities, services and equipment, and/or participation in the activity.

**Submissions:** Applicant(s), individually and collectively, are responsible for delivering the art to the display location and retrieving the art from the display location at the end of the display period. All art submitted must be framed and ready to hang with wire mounted across the back (no sawtooths). The City may remove and/or destroy the art if the art is not retrieved within a reasonable time period following the end of the display period.

**Loss or Damage:** Applicant(s), individually and collectively, understand that the City is not responsible for maintaining or protecting the art while on public display or in the possession of the City. Applicant(s) hereby release the City from any and all liability for loss or damage to the art while on public display or in the possession of the City. The City assumes no risk of loss or damage to the art after the acceptance of the art. In the event of physical loss or damage to the art while on public display, the City has the right to remove the art and return it to the artist.

**Sale of Art:** All transactions for the sale of any art sold during the display period shall take place directly between the applicant and the buyer, and applicant agrees to pay City a ten percent (10%) donation on each sale.

**Waiver and Liability Release:** Applicant(s), individually and collectively, unconditionally waive, release and discharge any and all rights that participant and/or participant's heirs, assigns, agents or other representatives may have or which hereafter may accrue to participant, and/or to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, "City Parties") as a result of participant's use of the City facilities, services and equipment and/or participation in the activity.



**Indemnification:** Applicant(s), individually and collectively, will indemnify, defend, and hold the City Parties harmless from and against all claims, damages, losses and expenses including, but not limited to, court costs, attorneys' fees and witness fees, arising out of the performance of the activities described herein, caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.

**Assumption of Risk:** Applicant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Applicant(s) hereby acknowledge that participation is voluntary in this Activity and agree to assume any such risks, and understand that the City does not carry insurance to cover participants or spectators of the Activity.

**Photograph Release:** Applicant(s), individually and collectively, hereby give the City of San Marcos the absolute right and permission to use their photograph(s) in its promotional materials and publicity efforts. Applicant(s), individually and collectively, understand that the photograph(s) may be used in a publication, print ad, direct-mail piece, and electronic media including the City website or other form of promotion. Applicant(s), individually and collectively, release the City Parties and the photographer, its officers, employees, agents, and designees, from liability for any violation of any personal or proprietary right applicant(s) may have in connection with such use.

**False Information:** Applicant(s) each agree that the City will not be responsible for any consequences arising from providing incorrect, inaccurate, and/or false information to the City.

**By signing below and initialing the attached Terms & Specifications, I certify that I have carefully read this Art Display Application in its entirety, fully understand its contents, and voluntarily agree to the Terms and Specifications contained herein. No promise or inducement has been made to me or the artist (if artist is a minor) in return for the express release of these rights. If signing as a parent/guardian, I certify that I have custody or am the legal guardian of the minor artist, have authority to sign this form on behalf of said minor, and have explained the significance of this form to the minor artist.**

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**Print Name**

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**Signature**

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**Date**

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**\*\*\*FOR OFFICE USE ONLY\*\*\***

Approved    Not Approved (Guidelines Explanation): \_\_\_\_\_

**Staff Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_