

FIRST FRIDAY FACE OFF ARTIST PARTICIPATION AGREEMENT

This Artist Participation Agreement ("Agreement") is entered into between Downtown Spokane Partnership, a Washington nonprofit corporation classified as a 501(c)(6), with offices at 818 W. Riverside Ave., Suite 120, Spokane, WA 99201 ("DSP"), and the undersigned artist ("Artist").

1. Program Description: DSP is hosting First Friday Face Off, a live draw-off art competition held monthly as part of Downtown Spokane's First Friday events in 2026 ("Program"). The Program features artists creating original artwork live in a public setting, engaging with attendees, and contributing to the vibrancy of downtown Spokane.

2. Term and Event Date: This Agreement applies to the Artist's participation in the First Friday Face Off event occurring on: _____.

Event Location: Downtown Spokane (specific location provided by DSP)

3. Artist Responsibilities

The Artist agrees to:

- Create one original artwork live during a 90-minute paint-off using a 4 x 4 foot canvas, following a theme designated by DSP
- Be present, punctual, and actively engaged with the public during the event
- Conduct themselves in a professional manner consistent with a public, family-friendly event

DSP will provide the venue, canvas, acrylic paint, brushes, and basic supplies. Artists may use additional tools or materials only with prior approval from DSP.

Artists may bring additional artwork for sale, which will be displayed at a designated artist table monitored by an event volunteer. DSP does not process transactions on behalf of the Artist.

4. Compensation

In consideration for participation, DSP will provide the Artist with:

- A \$100 stipend, payable following completion of the event

The Artist acknowledges that this stipend constitutes full compensation for participation in the live event and related obligations described in this Agreement.

5. Artwork Ownership and Display

- The Artist retains full ownership of all artwork created during the event.
- Completed artworks will be displayed at a downtown Spokane location (to be determined by DSP) during the 2026 calendar year, accompanied by the Artist's name and bio.

6. Sale of Artwork

At DSP's year-end event in December 2026, completed artworks will be offered through a silent auction under the following terms:

- Minimum bid: \$200
- Net proceeds split 75 percent to the Artist and 25 percent to DSP, with DSP's portion reinvested into First Friday programming

If the artwork does not sell, the Artist retains ownership and may reclaim the piece following the exhibition period.

7. Promotion and Intellectual Property

The Artist grants DSP a non-exclusive, royalty-free, perpetual license to photograph and reproduce images of the artwork and the Artist's participation for promotional, marketing, educational, and archival purposes related to First Friday and DSP activities.

This includes, but is not limited to:

- Event promotions and listings
- Digital and social media content
- Limited-edition promotional prints (up to 100 copies) featuring monthly winning artwork
- Inclusion in the annual Face Off Calendar, sold to support First Friday programming

All other rights not expressly granted remain with the Artist.

8. Monthly Winner Recognition

Monthly winners may advance to the Brushes & Boughs Year-End Championship and be recognized as First Friday Artist of the Year. Selection criteria and judging details will be communicated separately.

9. Liability and Insurance

The Artist participates at their own risk and is responsible for their personal property and equipment. DSP is not responsible for loss, theft, or damage to artwork or materials, except as required by law.

The Artist agrees to release and hold harmless DSP, its officers, employees, and volunteers from any claims arising from participation in the Program, except in cases of gross negligence or willful misconduct.

10. Independent Contractor Status

The Artist is an independent contractor and not an employee, agent, or representative of DSP. Nothing in this Agreement creates an employment relationship.

11. Cancellation

DSP reserves the right to cancel or reschedule the event due to weather, safety concerns, or circumstances beyond its control. In the event of cancellation, DSP will make reasonable efforts to reschedule or otherwise address artist compensation.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SIGNATURES

Downtown Spokane Partnership
By: Elisabeth Hooker



Title: Vice President, Marketing & Programming

Artist Name: _____

Date: _____

Date: _____