

18TH ANNUAL CHEROKEE ART MARKET

OSIYO ARTISTS!

We hope 2023 has been a good year so far. It is our pleasure to inform you that the 18th annual Cherokee Art Market will take place October 14 & 15, 2023, at the Sequoyah Convention Center inside Hard Rock Hotel & Casino Tulsa.

We want to thank you all for your patience these last few years while we made our way through virtual markets and delayed registrations due to the pandemic. Now that we've been able to return to a regular schedule, we are also returning to our regular jury process, in which all artists will be required to apply and be juried into the show. We look forward to working with you to make the 18th Annual Cherokee Art Market a continued success.

Please review the provided information about the 18th annual Cherokee Art Market and feel free to contact us with any questions. We hope to hear from you soon!

WADO (THANK YOU)

Cherokee Art Market Team

918.520.6359
cherokeeartmarket@cnet.com
cherokeeartmarket.com

777 W. Cherokee St.
Catoosa, OK 74015



GENERAL INFORMATION

APPLICATION PROCESS

All artists must submit an application to be juried in. Please send the following with your application no later than April 28, 2023.

- A copy of your CDIB/tribal documentation of enrollment in a **federally recognized tribe**.
- Four to five pictures of your most recent work (made within the past two years). Be sure to send in the finest pictures available of your work. Images must be representative of the art you plan to show and sell at CAM. Please do not submit more than five images.
- The artist's application must be submitted with your entry. Please include a description of the images of your work you are entering into the show, (painting, beadwork, jewelry, etc.) as well as a description of the pieces, including technique, materials used, inspiration, size, etc.
- Co-op booths must request a co-op booth application.

You will be notified by May 31 if you are accepted into the market. Once accepted, you will receive an artist agreement form and will need to send it in with your booth fee to reserve your spot. All booths are on a first-come, first-served basis.

PAYMENT

Please do not send in payment until you receive notice that your work has been juried into the market. Once accepted, payment may be made by check, credit card or money order made payable to Cherokee Art Market.

PAYMENT TIMELINE

- **July 1** Early Bird special of \$25 off your booth fee if postmarked by this date.
- **August 7** Artist agreement and booth fees are due to be postmarked by this date.
- **August 8** Artist agreement and booth fees postmarked after this date will incur a \$25 late payment fee.

REFUNDS

- Booth fees are nonrefundable.
- Artists who cancel within one week of the Cherokee Art Market and no-shows will not be invited back for two years.



GENERAL INFORMATION

BOOTHS

Booth space is limited and will not be confirmed until both payment and artist agreement is received.

We do our best to accommodate booth assignment requests, but nothing is guaranteed. Cherokee Art Market has the final authority for the assignment of all booth locations. All booths include one table and two chairs only. Booth sizes and fees are as follows:

- Sequoyah Ballroom: 10x9 individual booth - \$300 • 10x9 shared booth - \$350
- Section A: 6x5 individual booth - \$200 • 6x5 shared booth - \$250
- Section B*: 6x5 individual booth - \$175 • 6x5 shared booth - \$225

EXTRAS

- Electricity is available for \$25 extra.
- Extra tables are available for \$10 each.
- Tablecloths are available for \$10 each.
- Co-op booth fees will include competition entry for up to two artists and four tickets to the opening reception. Other artists in the co-op may enter into the competition with an additional \$50 fee per artist and attend the opening reception for an additional \$35 per artist.

****Set up in Section B will be on Friday, Oct. 13, 5 p.m. to 7 p.m., and/or Saturday, Oct. 14, 8 a.m. to 9 a.m.***



ARTIST APPLICATION

Name _____

Address _____

Phone _____

Cell _____

Email _____

Tribe _____

Must include documentation of your enrollment in a federally recognized tribe.

Each image must be clearly labeled.

IMAGE #1

Title _____

Month/Year completed _____

Dimensions _____

Materials _____

Technique _____

Description _____

IMAGE #2

Title _____

Month/Year completed _____

Dimensions _____

Materials _____

Technique _____

Description _____



ARTIST APPLICATION

Each image must be clearly labeled.

IMAGE #3

Title _____

Month/Year completed _____

Dimensions _____

Materials _____

Technique _____

Description _____

IMAGE #4

Title _____

Month/Year completed _____

Dimensions _____

Materials _____

Technique _____

Description _____

IMAGE #5

Title _____

Month/Year completed _____

Dimensions _____

Materials _____

Technique _____

Description _____



ITINERARY

FRIDAY, OCT. 13

- 7 a.m. - 11 a.m.....Competition drop off
- 7:30 a.m. - 5 p.m.Artist check in & set up for Sequoyah Ballroom & Section A
- 3 p.m. - 4:30 p.m.....Competition pick up
- 5 p.m. - 7 p.m.Set up for Section B
- 7 p.m. - 9 p.m.Opening reception - Sky Room

SATURDAY, OCT. 14

- 8 a.m. - 9 a.m.....Artist check in & set up
- 9 a.m. - 10 a.m.....Preview hour (optional)
- 10 a.m. - 5 p.m.....Cherokee Art Market

SUNDAY, OCT. 15

- 10 a.m. - 5 p.m.....Cherokee Art Market
- 5 p.m. - 7 p.m.Artist tear down



CLASS DIVISIONS

CLASS 1: PAINTING, DRAWING, GRAPHICS & PHOTOGRAPHY

Division A – Painting

Division B – Drawing, Graphics, Photography, Mixed Media

CLASS 2: SCULPTURE

Division A – Stone, Bronze, Other

CLASS 3: BEADWORK/QUILLWORK

Division A – Traditional

Division B – Contemporary

CLASS 4: BASKETRY

Division A – Traditional

Division B – Contemporary

CLASS 5: POTTERY

Division A – Traditional & Figurative

Division B – Contemporary

CLASS 6: TEXTILES

Division A – Traditional Weaving (rugs, etc.)

Division B – Contemporary Weaving (clothing, etc.)

CLASS 7: JEWELRY

Division A – Traditional

Division B – Contemporary

CLASS 8: DIVERSE ART FORMS

Division A – Traditional

Division B – Contemporary



2023 AWARDS

BEST OF SHOW - \$6,000

BEST OF CLASS - \$2,000

BEST OF DIVISION - \$1,250

2ND PLACE - \$1,000

3RD PLACE - \$750

JUDGES' CHOICE - \$500

INNOVATOR AWARD - \$1,250

A piece that looks to the future for Native American art, not just what it is now, but what it can be. Must fit the criteria for any division in contemporary. This piece will be selected from any contemporary art entered in the competition and awarded at judges' discretion.

CULTURE KEEPER AWARD - \$1,250

A piece that revives a tradition thought to have been lost. This piece will be selected from any traditional art entered in the competition and awarded at judges' discretion.

THE ANNA MITCHELL EXCELLENCE IN SOUTHEASTERN POTTERY AWARD - \$400

This award will be given in honor of Anna Mitchell, a Cherokee National Treasure who often is given credit for reviving and restoring the lost knowledge of making Cherokee pottery. This award will be granted to recognize excellence in southeastern Native American pottery and will be presented by Cherokee National Treasures Victoria Mitchell Vazquez and Jane Osti. This piece will be selected from any southeastern pottery entered and awarded at the judges' discretion.

JESSE HUMMINGBIRD LEGACY AWARD - \$500

This award honors Cherokee National Treasure Jesse Hummingbird who was designated as a National Treasure in 2017 for painting. It is given to the artist that best exemplifies contemporary style painting or drawing using oil, acrylic, prisma color on paper or canvas.

NATIVE AMERICAN ART MAGAZINE EDITOR'S AWARD

The award winner will receive a full-page advertisement in an upcoming issue of Native American Art Magazine.

NATIVE AMERICAN ART MAGAZINE - AWARD OF EXCELLENCE

The Best of Show winner will also receive this award, which includes a full-page editorial in an upcoming issue of Native American Art Magazine.



RULES, REGULATIONS & GUIDELINES

1. Artists must have a booth in the Cherokee Art Market in order to be eligible for participation in the Cherokee Art Market competition.
2. Artists are allowed to submit two (2) art pieces into the competition.
3. All artwork in booths and submitted into competition must be for sale. No artwork is to be sold before the Saturday morning preview hour.
4. If an artist fails to remove their artwork from competition area or winners' display area after the awards reception, a \$30 handling fee will be charged to the artist when recovering item from Cherokee Art Market staff.
5. To be eligible for the competition, the following rules must be met:
 - a. Artwork must be handmade by the registered artist in the last 18 months.
 - b. Artwork must follow the guidelines for its medium.
 - c. Artwork must be the sole property of the registered artist.
 - d. Artwork must not have been commissioned.
 - e. Artwork that previously has been awarded Best of Show at the Cherokee Art Market will not be eligible for the Best of Show award in any subsequent Cherokee Art Market.
 - f. Artwork must not include any part of an endangered species.
 - g. All two-dimensional art must be appropriately framed and ready to hang.
 - h. No wet canvases will be accepted.
 - i. Artwork must be complete.
 - j. Artwork must be for sale.
6. If there are not enough participants in a category, artwork may be added to the judging of another category at judges' discretion.
7. Management has the right to make the final decision regarding all rules and regulations set forth by the Cherokee Art Market.
8. If entering a collaborative piece, all artists must be registered for Cherokee Art Market with a booth.



RULES, REGULATIONS & GUIDELINES

9. Artists must be at their booth at all times. Agents may assist but may not represent artists. Volunteers are available to relieve artists for short breaks. The breaks must take no longer than 15 minutes; after 15 minutes the volunteer will leave the booth in order to relieve other artists. Volunteers are not allowed to sell artwork. Volunteers will circulate throughout the day to offer their assistance.
10. A break room (Artist Lounge) will be available to the artists throughout the day. Water and coffee will be offered in the room. Each artist will be given a hospitality bag filled with snacks.
11. Please be respectful of other artists and their booth space. Artists must keep their art within the confines of their purchased booth space, unless granted prior permission by Cherokee Art Market officials. Excessive and disruptive lighting to other artists is not acceptable.
12. **Booths cannot be dismantled until the end of the market (5 p.m. Sunday). Artists who sell out of inventory must contact Cherokee Art Market staff at the information booth to be released officially from the show. Artists who leave early (without being released officially) will not be invited back for one (1) year.**
13. **Artists who are accepted into the show but fail to set up their booth by Saturday at 10 a.m. will not be invited back for two (2) years.**
14. It is each artist's responsibility to comply with all federal and state laws regarding migratory birds and endangered species.
15. Books or videos of cultural, historical or educational content produced or pertaining to the artist, as well as magazines or artists' portfolios, will be allowed for display but not for sale.
16. Giclée prints and note cards will be allowed for sale, provided giclée prints are SIGNED and NUMBERED in a limited edition of no more than 50 and must be labeled clearly in the booth. Note cards MUST be high quality and depict original artwork of the registered artist. The total inventory of prints and note cards must NOT total more than 25% of the overall booth inventory.
17. No items other than fine art are to be sold during the Cherokee Art Market. Items not allowed for sale in booths include the following:
 - a. Commercially produced t-shirts, caps, mugs, mouse pads and non-handmade items.
 - b. Any medium other than those specifically accepted into the Cherokee Art Market, unless previously authorized by a Cherokee Art Market official.



RULES, REGULATIONS & GUIDELINES

18. Cherokee Art Market officials will visit artist booths to ensure the market's rules and regulations are being observed.
19. Cherokee Art Market reserves the right to prohibit an artist from participating in the market based on the artist's failure to comply with the rules, regulations and guidelines of the market.
20. Artists may not gift anything to the Cherokee Art Market staff.
21. Co-op booth fees will include competition entry for up to two artists and four tickets to the opening reception. Other artists in the co-op may enter into the competition for an additional \$50 fee per artist and attend the opening reception for an additional \$35 per artist. Co-op booths must send in the co-op group application to be juried into the market.

Although Judge's decisions are final, CNB retains the sole and absolute discretion in determining eligibility for entry into the Cherokee Art Market. The Cherokee Art Market is a direct reflection upon the Cherokee Nation and CNB and therefore all Cherokee Art Market participants and winners must be willing and able to represent and reflect the morals and values of the Cherokee Nation, CNB and the Cherokee Art Market. In the event that CNB determines, in good faith, that an artist is unable to represent and/or reflect or in fact does not reflect those morals and values, then CNB retains the right to reject a potential candidate from participating in the Cherokee Art Market or disqualify and/or remove a participant from the Cherokee Art Market competition and Cherokee Art Market. In the event that a participant is disqualified from entry into the Cherokee Art Market or participation in the Cherokee Art Market, any entry fees paid by the participant will be refunded. Furthermore, in the event that a participant has received an award from the Judges but has failed to observe and reflect the morals and values of the Cherokee Nation, CNB, and the Cherokee Art Market, CNB may strip such participant of any awards and recognition thereof received through the Cherokee Art Market.



COMPETITIVE CLASSES RULES & REGULATIONS

These guidelines pertain to all work for sale during the Cherokee Art Market as well as work entered into the competition.

Co-op booth fees will include competition entry for up to two artists per booth. Other artists in the co-op may enter into the competition with an additional \$50 fee per artist. Please carefully review the specific guidelines for each medium.

Contemporary is defined as anything done in a non-traditional way or with non-traditional materials.

CLASS 1: PAINTING, DRAWING, GRAPHICS & PHOTOGRAPHY

Division A – Painting

Division B – Drawing, Graphics, Photography, Mixed Media

Allowable:

All two dimensional art must be appropriately framed, finished and ready for hanging.

Photographs must be matted, framed and signed in a limited edition of no more than 50.

Colored pencil, pastels, charcoal, oil crayons, pencil, pen & ink, mixed media and collage.

Not Allowable:

Iris or other digitally manipulated or reproduced photographs.

Any photomechanical reproduction, including posters, t-shirts, tiles or mugs.

CLASS 2: SCULPTURE

Division A – Stone, Bronze, Other

Allowable:

All hand-wrought materials – stone, wood, metal, ceramic, paper, cloth, hand-blown glass and fabricated glass and fiberglass.

Cast bronze sculpture in numbered editions, not to exceed 10 for 6'+, 24 for 3' to 6', 30 for 1' to 3' and 50 for less than 12". All must be signed and numbered. A certificate of authenticity is recommended.

Allowable With Disclosure:

All decorative stone, shell and metal elements must be properly identified and comply with the same standards established for allowable materials and non-allowable materials for jewelry.

Fixatives can be used to stabilize pigments, but must be disclosed. All termite-bored or aged wood must be non-infectious and must be disclosed. Cherokee Art Market staff reserves the right to examine and refuse such items.

All feathers used must comply with current laws and regulations of state and federal agencies. Endangered species legislation is observed.

Not Allowable:

Cast resins, cast miniature sculpture intended for use as jewelry, production cast open editions and sensitive materials.

CLASS 3: BEADWORK/QUILLWORK

Division A – Traditional

Division B – Contemporary

Allowable:

Purchased glass beads, commercially tanned leather, pins and jewelry must meet jewelry standards.

Allowable With Disclosure:

Commercially produced objects that are hand-beaded, i.e., tennis shoes, bottles, etc.

Nickel and brass beads not made by the artist must be disclosed.

All feathers must comply with all state and federal laws and regulations.

All attached materials, including buttons, collar tabs, beads and tin tinklers, must be properly identified and comply with jewelry standards.

Not Allowable:

Plastic or synthetic parts of any kind, including beads, buttons, hair, hair pipe or polymer clay, commercially beaded or manufactured items of any kind.

CLASS 4: BASKETRY

Division A – Traditional

Allowable:

Hand-worked materials, including natural plant fibers, horsehair, yarn, horn and bone.

Must be hand-worked and harvested materials and natural dyes.

Allowable With Disclosure:

All attached buttons, conchos, beads, leather and tin tinklers must be properly identified and comply with the jewelry standards for allowable and non-allowable materials.

Not Allowable:

Commercial materials and dyes.

Division B – Contemporary

Allowable:

Hand-worked materials, including natural plant fibers, horsehair, yarn, horn and bone.

Allowable With Disclosure:

All attached buttons, conchos, beads, leather and tin tinklers must be properly identified and comply with the jewelry standards for allowable and non-allowable materials.

Commercial materials and dyes will be allowed, provided they are properly disclosed.

CLASS 5: POTTERY

Division A – Traditional & Figurative

Allowable:

Hand made traditional pottery forms and hand-cultivated materials.

Traditional firing methods, other than kiln.

Not Allowable:

No greenware or slip mold commercial pottery is allowed.

Division B – Contemporary

Allowable:

Wheel-thrown pottery. Commercial materials and glazes. Kiln and double-fired methods.

Not Allowable:

No greenware or slip mold commercial pottery is allowed.

CLASS 6: TEXTILES

Division A – Traditional Weaving (rugs, etc.)

Allowable:

Woven, sewn and embroidered textiles are accepted.

All sewn items must be designed and sewn by the artist. Handmade tinklers, German silver or silver buttons and ornaments will be given special consideration if made by the artist as well as the beadwork produced by the artist. Hand-woven, handspun and vegetable dyed yarn done by the artist will be given special consideration. All clothing must include artist's label.

Vertical loom woven (no cut warps). Hand spinning and vegetable dyes will be given special consideration when done by the artist. Natural fiber only.

Belts, pouches, purses, sashes, leggings and horse gear may be woven, knitted or crocheted.



COMPETITIVE CLASSES RULES & REGULATIONS

Division B – Contemporary Weaving (clothing, etc.)

Allowable:

Vertical or horizontal loom woven. Synthetic and metallic yarns allowed as well as vegetable dyes and handspun yarns. Woven mixed media allowed.

Woven, sewn and embroidered textiles are accepted.

Ensembles, fabrics and leather. Machine or other non-traditional ornaments may be included with disclosure. Sewing machine work is acceptable.

Belts, pouches, purses, sashes, leggings and horse gear may be woven, knitted or crocheted.

Not Allowable for either Traditional or Contemporary:

Commercially made garments or accessories (e.g. purses).

Liquid embroidery. Iron-on appliqué.

Manufactured or non-Indian-made die-struck metal buttons or conchos.

Hot glue.

CLASS 7: JEWELRY

Division A – Traditional

Division B – Contemporary

Allowable:

Organic and stone materials.

Shell and natural organic materials, such as bone, wood, natural stones (turquoise, coral, lapis, etc.), other natural untreated stones and gemstones.

Natural pearls, finished stones and gemstones in cabochon, and faceted shapes set in metal settings.

All non-plated metals are allowed and must be identified clearly.

Gold must be 14 karat or higher.

Allowable Findings:

For the purposes of the Cherokee Art Market, these are defined as “an ingredient part of the finished product that adapts the product for wearing or use.” This includes jump rings, earring backs, clasps, barrette clips, money clips, hook & eyes, leather for bolo straps or concho belts, etc. FOR SHELL AND BEADMAKERS ONLY: single bead/cone combinations to finish ends of necklaces or earrings.

Allowable With Disclosure:

Stabilized turquoise must be disclosed to consumer.

Commercially available coral from temporary strands must be natural and undyed. The use of this coral can be used only in combination with handmade items.

Commercially available glass beads can be used only in combination with handmade items.

Multiple strand glass bead necklaces strung in tribal tradition of the maker are allowed.

Cast jewelry mold must be handmade, hand carved and poured by the artist. Castings that are made in mass-produced environments are prohibited.

Traditional gravity (hand) poured tufa, cuttle bone or sandstone must be limited to an edition of 12 pieces.

Wax carving and lost-wax casting can be used only for one-of-a-kind items.

Each limited edition must be numbered and signed with the artist's hallmark.

Commercial chain may be used (as a finding) with hand-crafted items but not sold individually.

Not Allowable:

Imported or non-Indian handmade stone or shell beads and fetishes, excluding coral.

Imported and/or color treated nuggets or tumbled chips of any material.

Plastic or synthetic block reconstituted or compressed materials, such as coral, lapis, opal, etc.

All color-treated (dyed, heated or irradiated) materials such as blue onyx, blue topaz, irradiated red coral, etc.

Items assembled from non-Indian or manufactured components:

- Machine-made or die-struck components or purchased cast blanks: rings, bracelets, bezel cups, leaves, bolo tips, etc.
- Silver or other metal beads.
- Commercially drilled or pre-strung gemstone, natural pearls or glass beads, including restrung necklaces, “treasure” necklaces, made with commercial “found” objects.

Machine-made “liquid” silver and gold or plated materials, gold under 14 karat.

Rubber mold casting(s) or ANY mass-produced items by any casting method.

CLASS 8: DIVERSE ART FORMS

Division A – Traditional

Allowable:

Gourds, hides, furniture, buckskin, hats, gloves, belts, hand bags, gigs, marbles, dolls and sculpture.

All weaponry must be made and sold for display purposes only.

Allowable With Disclosure:

Cultural accessories may be presented on commercially made items, i.e., hats, furs, beadwork and commercially tanned leather, but the commercial items must be disclosed.

Not Allowable:

Sensitive materials and endangered species.

Division B – Contemporary

Allowable:

All work must be created by the submitting artist.

All beadwork and quillwork must be beaded by hand application.

Decorative stone, shell and metal elements must be properly identified and comply with the same standards allowable for jewelry.

Feathers must comply with all state and federal laws and regulations.

Allowable With Disclosure:

For commercially processed hides, special consideration will be given to items made with native brain tanned or smoked hides.

Entry form should disclose curing/preservation method used.

Not Allowable:

Plastic or synthetic parts, manufactured non-Indian or die-struck metal charms, buttons, etc., or commercially beaded items of any kind.



BOOTH INFORMATION

Available booth sizes and prices for the 18th annual Cherokee Art Market are as follows:

BALLROOM

10x9 - \$300

10x9 (shared) - \$350

SECTION A

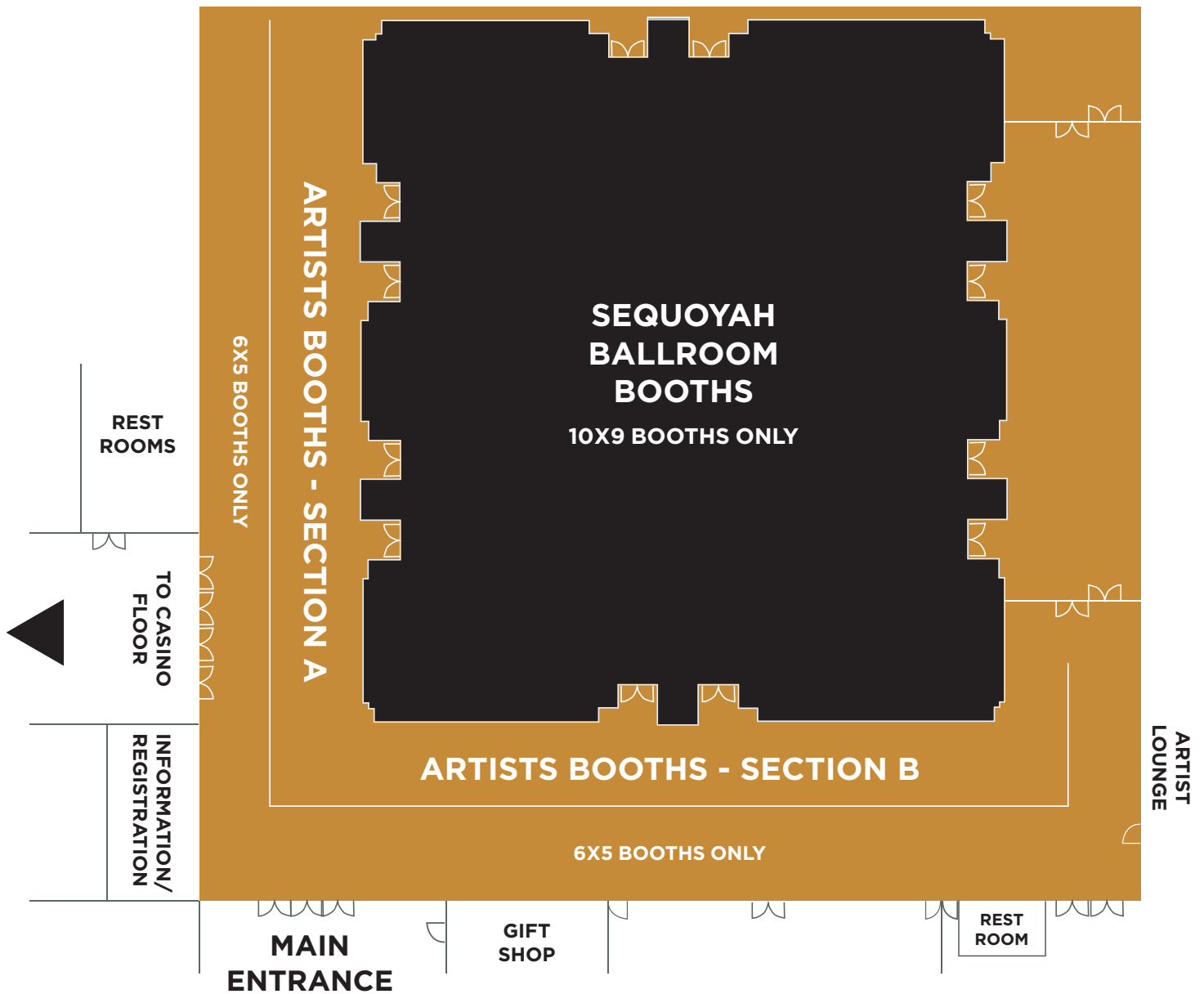
6x5 - \$200

6x5 (shared) - \$250

SECTION B

6x5 - \$175

6x5 (shared) - \$225



HOTEL INFORMATION

Hard Rock Hotel & Casino Tulsa is the official hotel of the Cherokee Art Market. To make reservations, visit HARDROCKCASINOTULSA.COM or call 800.760.6700 and use the event code CAMOCT2023. All room reservations are subject to availability. The negotiated rate is \$125 (\$30 off regular rate). This rate is valid if booked before Sept. 21. For more information, email cherokeearmarket@cnet.com or call 918.520.6359. Below you will find your direct link that you and your guest can use to make reservations. Please let us know if you have any questions.

Direct Link: <https://be.synxis.com/?Hotel=79282&Chain=13924&arrive=2023-10-12&depart=2023-10-16&adult=1&child=0&group=CAMOCT2023>



TULSA

1. Click on your direct link
2. Select your date of arrival & departure
3. Scroll down until you see the discount rate for your group; it may not be at the top of the page
4. Select room with the group discount (Book Now)
5. Enter your information & payment
6. Click confirm reservation.

Group attendees may also make reservation by calling 1.800.760.6700. Ask for Cherokee Art Market 2023 CAM to receive the special group rate.

For more information or if you would like the above direct link booking steps emailed to you, please email cherokeearmarket@cnet.com or call 918.384.6990.

Additional hotel accommodations may be made at these locations:

HAMPTON INN & SUITES TULSA/CATOOSA

Located .63 miles from Cherokee Art Market

100 McNabb Field Road
Catoosa, OK 74015

918.739.3939

HOMEWOOD SUITES

Located .64 miles from Cherokee Art Market

201 Elliott Lane
Catoosa, OK 74015

918.739.4644

LAQUINTA INN & SUITES TULSA/CATOOSA

Located .67 miles from Cherokee Art Market

2009 S. Cherokee St.
Catoosa, OK 74015

918.739.4600

1.800.753.3757

FAIRFIELD INN & SUITES*

Located .64 miles from Cherokee Art Market

200 Elliott Lane
Catoosa, OK 74015

918.739.4790

***No pets allowed**



2023 MERCHANT/ARTIST AGREEMENT FORM

Please complete, sign, make a copy for your records and return this Merchant/Artist Agreement.

Location: Sequoyah Convention Center • Hard Rock Hotel & Casino Tulsa • Catoosa, Oklahoma

Check in, registration, preview reception: October 13, 2023; Cherokee Art Market: October 14 - 15, 2023

This Agreement, by and between Cherokee Nation Businesses, LLC, a Cherokee Nation limited liability company, having an office at 777 West Cherokee Street, Catoosa, Oklahoma 74015 (“CNB”), and _____ located at _____

(“Merchant”)Whereas, CNB owns certain property and facilities known as CNB’s Convention Center and is planning to conduct a special event on such property called the Cherokee Art Market (the “Event”) and Merchant desires to lease certain area for use during the Event.

Now therefore, upon the terms and conditions hereof, the parties agree as follows:

- 1. Artist grants a limited, non-exclusive, non-assignable, non-transferable license to CNB for the purpose of allowing CNB to make images of the artwork by any means, techniques and media whatsoever (including the taking of photographs) to use, re-use, reproduce, display, publish and re-publish the same in whole or in part, individually or in conjunction with other images, in any medium, now known or hereafter devised for the sole purposes of (1) using the images to conduct, advertise or market the Event and (2) maintaining and updating CNB’s Cherokee Art Market records and files.**
- 2. Right to Use.** CNB grants and Merchant accepts a non-assignable right to use and occupy certain location(s) hereinafter known as (“Leased Space”). It is agreed that Merchant shall have the right and privilege to advertise, display or sell artwork or art-related items during this event and no others.
- 3. Fees.** It is mutually agreed that as fair and reasonable compensation for said rights, privileges and use of the Leased Space, Merchant has paid to CNB the fee amount below for the booth space. This Agreement is for Leased Space only; any expenditure for structures or improvements required by Merchant shall be the sole responsibility of Merchant. There will be no refund of fees. All paperwork (including a copy of an official document proving tribal membership in a federally recognized tribe) must be received by August 1, 2023, to reserve a booth for the event. The booth fees for the event are \$300 (10’x9’ space), \$200 (6’x5’ section A space), \$175 (6’x5’ section B space). Booth sharing is allowed, but only two merchants may share a booth at the cost of 10’x9’ for \$175 per merchant, 6’x5’ for \$125 (Section A) per merchant or 6’x5’ for \$112.50 per merchant (Section B) per merchant, and both merchants must fill out this form and complete separate paperwork to be approved for the Event. Merchants in Section B will not be able to set up their booth until Friday, Oct. 13, 2023, after 5 p.m. CNB accepts checks, credit cards and money orders as payment.

(Check one)

- Individual Booth (10’x9’ space) - \$300 Individual Booth (6’x5’ space section A) - \$200
10’x9’ booths only: Table size 6 ft. or 8 ft. or no table
- Individual Booth (6’x5’ space section B) - \$175
- Individual for Shared Booth (10’x9’ space; max. two (2) merchants; each must complete this form) - \$175 per merchant
10’x9’ booths only: Table size 6 ft. or 8 ft. or no table
- Individual for shared booth (6’x5’ space section A; max. two (2) merchants; each must complete this form) - \$125 per merchant
- Individual for shared booth (6’x5’ space section B; max. two (2) merchants; each must complete this form) - \$112.50 per merchant
- Double Booth (20’x9’ space) - \$600
- Yes, I need electricity - \$25 extra Yes, I need a table cover (black) - \$10 extra Yes, I need an extra table - \$10 extra

- 4. Operation of Leased Space:** Merchant must be set up and ready for operation at least one hour prior to the Event and remain in full operation throughout the Event or until releases are given by CNB for removal of Merchant equipment. Merchants who have sold out of stock must contact the Cherokee Art Market staff to be released officially from the show and thereafter dismantle the booth. Merchants who leave the Event early (without CNB approval) will not be allowed to attend the Event for one (1) year. Equipment must be removed within two (2) hours after the conclusion of the Event, unless otherwise agreed by an authorized CNB representative. Merchants who have agreed to set up a booth for the Event and do not set up a booth will not be allowed to attend the Event for two (2) consecutive years.



2023 MERCHANT/ARTIST AGREEMENT FORM

5. Booth Artwork: All artwork in the Event booths must be for sale. To be eligible for awards, the artwork must be the sole property of the registered artist and the artist must be the sole artist of the work.

(Check applicable boxes for primary artwork Merchant will be selling)

- Painting - Watercolor
- Painting - Oil
- Painting - Drawing, Graphics and Photography
- Sculpture - Stone or Other
- Sculpture - Bronze
- Beadwork/Quillwork - Traditional
- Beadwork/Quillwork - Contemporary
- Baskets - Traditional
- Baskets - Contemporary
- Pottery - Traditional and Figurative
- Pottery - Contemporary
- Textiles - Traditional
- Textiles - Contemporary
- Jewelry - Traditional
- Jewelry - Contemporary
- Diverse Art Forms
- Cultural Items - Clothing, Musical Instruments, Weaponry, etc.

6. Revenues and Taxes: Merchant is responsible for complying with all state, federal and tribal laws, including Oklahoma Department of Revenue laws. Merchants shall collect and report sales tax on all items sold during the Event.

7. CNB Regulation. CNB may require the removal of signs, advertising, excessive lighting that disrupts neighboring booths or literature that CNB deems objectionable, at CNB's sole discretion. Obstruction of pathways, loud music, use of recorders or other objectionable devices shall not be permitted. If CNB requests that Merchant eliminate objectionable objects, devices or literature, and Merchant fails to do so immediately, CNB may close the Leased Space without liability.

8. Assignment. Merchant shall not assign, sublet, or allocate any part of the Leased Space to a third party nor permit any other party to exhibit items or take orders therein.

9. Indemnification and Limitation of Liability. Merchant assumes the entire responsibility and liability for losses, damages and claims arising out of injury to his/her own person, theft of or damage to the Merchant's displays, artwork, equipment or other property and agrees to indemnify, defend and hold harmless CNB and its employees, event coordinators, guests and participants against all claims or expenses for such losses arising out of the performance of this Agreement. CNB shall not be liable, regardless of negligence or fault, for any consequential, incidental or indirect damages or loss of profits sustained by Merchant, including but not limited to, damage caused by a CNB volunteer moving an item upon Merchant's request.

10. Merchant Behavior. CNB reserves the right to prohibit a Merchant from participating in the Event if the Merchant fails to comply with the rules and regulations of the Event, including but not limited to, the following:

- (a) No illegal drugs allowed on CNB property (Cherokee Nation and the government will prosecute violators).
- (b) No drinking of alcoholic beverages during the hours of operation of the Cherokee Art Market as identified in the itinerary (excluding the Opening Reception).
- (c) No use of obscenities in print or speech.
- (d) No firearms allowed on CNB property (including CNB grounds and parking lot).
- (e) Merchants are responsible for all personal items and equipment. CNB will not be liable for loss.
- (f) Patron/Crowd behavior: If Merchant/Merchant's staff is having a problem with a patron, Merchant is to contact CNB staff or security.

11. Application. Merchant's application will remain incomplete until all documents and payments are received by the Cherokee Art Market staff. The Merchant will receive notification when all items are received, and the application is complete.

Merchant agrees to abide by the rules and regulations for participation in the 18th annual Cherokee Art Market.

Make checks or money orders payable to: Cherokee Art Market.

Mail checks or money orders to Cherokee Art Market, Attn: Talisha Lewallen, 777 W. Cherokee St., Catoosa, OK 74015

For credit card payments, please call 918.520.6359.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and agree to all payment terms and requirements effective on the date below:

Merchant/Artist

Signature _____

Print Name _____

Date _____

Home Phone _____

Cell Phone _____

Address _____

Email Address and/or Website Address _____

Cherokee Nation Businesses

Signature _____

Print Name _____

Date _____

*If supplying email, correspondence from Cherokee Art Market staff will be by email.

Please fill in how you would you like your name and tribe name to appear for the program and booth sign.

Name _____ Tribe _____

