

Exhibition, Liability, Terms and Responsibilities Agreement

Music & Performance Artists

VENUE: _____

ARTIST: _____

ARTWALK DATE: _____

PERFORMANCE TIME: From _____ PM to _____ PM

General Performance Policies

All performers agree that the time and materials associated with the performance during Art Walk Easthampton hours are without financial compensation. Venues agree there are no cover charges, paid tickets or admission fees for the public to view or hear the performances. The performers and venue may enter into a separate agreement for financial compensation for performances that occur beyond the art walk hours.

Liability

The venue assumes no liability for theft or damage to any equipment or props used by the performers. The venue shall make reasonable and ordinary efforts to provide a suitable environment for performances, but no additional liability insurance beyond the businesses' existing policy is purchased for this purpose. In instances of street art performance, the signing venue assumes no liability whatsoever.

Sales

Performers may offer related merchandise (CDs, T-shirts, etc.) to the public for sale during the art walk but the display of the merchandise and the manner in which it is promoted requires the venue's permission, which shall not be unreasonable withheld. The listed price should be the 'retail' price of the works, allowing for the commission (if any) charged by the venue. Sales prices exclude sales tax.

Commission

Merchandise sales during the exhibition are the responsibility of _____ (artist or venue).

In instances in which the venue is selected (above) to handle sales, a _____% commission on any pieces sold during the exhibition will be collected. The appropriate sales tax also will be collected by the venue. The artist signing this agreement will be

paid the net proceeds within 7 calendar days. The signing artist assumes responsibility for the dissemination of funds within the members of the performing group (if any).

Right to Refuse

The venue reserves the right to refuse merchandise not directly related to the performance or performer. The venue also reserves the right to remove any merchandise that is considered inappropriate for the space.

Photographic and Promotional Rights

The venue and Art Walk Easthampton reserve the right to photograph and/or have photographed any performances during the event. Venue and Art Walk Easthampton has the right to publish the name, likeness and biography of the performing artist(s) in order to promote the performance, merchandise sales and the art walk. Nothing in this agreement allows the venue or Art Walk Easthampton to reproduce performances for resale purposes.

Signs

Artists are expected to provide any signs necessary to identify the performance.

Delivery, Setup and Pickup

Artists are responsible for delivering, setting up and removing all needed equipment in a timely manner. All equipment and performers must be ready at the beginning of the art walk.

Title and Receipt

The artist warrants that he/she has created and possesses unencumbered title to or permission to use the material being performed. The artist’s merchandise will not be subject to claim by a creditor of venue. In unlikely event of default by venue, artist will have all the rights of a secured party under the Uniform Commercial Code.

Art Walk Reception Responsibilities

The art walk occurs each “second Saturday” of the month from 5-8 pm. Hosting a reception is a requirement of the event. Specific responsibilities may be shared between venue and artist as outlined below:

Responsible for providing and setting up beverages _____
(artist or venue).

Responsible for providing and setting up food _____
(artist or venue).

Responsible for providing and setting up drink cups _____
(artist or venue).

Responsible for napkins _____
(artist or venue).

Responsible for providing table or clear space for refreshments _____
(artist or venue).

Responsible for after-reception breakdown and removal of trash _____
(artist or venue).

Exclusion

Art Walk Easthampton is not a party to the agreement between artist and venue. Art Walk Easthampton makes no guarantees or warranties about the agreement or the venue's or artists' performance.

Arbitration

Any controversy or claim related to this Agreement, or breach thereof, will be settled by arbitration in accordance with the Massachusetts Uniform Arbitration Act. Costs associated with arbitration will be borne equally by venue and artist. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter of performances during the art walk's regular hours; it may not be changed or amended except in writing signed by the parties; and it will be construed and governed with the laws of the State of Massachusetts.

Signatures

For the Venue: _____ Date _____

For the Artist: _____ Date _____