

Exhibition, Liability, Terms and Responsibilities Agreement

Visual Artists

VENUE: _____

ARTIST: _____

ARTWALK DATE: _____

EXHIBITION/PERFORMANCE PERIOD: From _____ to _____

General Display Policies

All visual art must be ready for exhibition. Paintings must be dry and wired for hanging. All photography must be wired for hanging. Sawtooth hangers are not permitted. All artwork must remain on display during the entire time of the exhibition period unless sold. Artist agrees to replace any work that is sold within 48 hours with another artwork.

Liability

The venue assumes no liability for theft or damage to artwork and carries no insurance to cover such costs. The venue will make reasonable and ordinary efforts to protect the displayed works, however all work that is displayed is understood to be at the risk of the artist. Artists may choose to have their own works insured separately.

Sales

Sales are encouraged. All artwork displayed during the exhibition must be for sale unless otherwise clearly labeled. All prices should be posted near the artwork. 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. Any delivery of sold pieces is the responsibility of the artist regardless of which party conducts the financial transaction of the sale.

Commission

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 will be paid the net proceeds within 7 calendar days.

Right to Refuse

The venue reserves the right to refuse or remove from display any work it considers inconsistent with previously accepted or agreed upon work. The venue also reserves the right to remove any work 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 or all works of art for promotional or record-keeping purposes. Venue and Art Walk Easthampton has the right to publish the name, likeness and biography of the artist and to reproduce and distribute material incorporating photographs of the artist's works in order to promote the exhibition, sales and the art walk. Nothing in this agreement allows the venue or Art Walk Easthampton to reproduce this artwork for resale purposes.

Labels

Labels must accompany all work exhibited. Labels should include Artist's Name, Title of Work, Medium, Dimensions (h" x w" x d") and retail price. Artists are expected to provide an artist's statement to accompany the exhibition.

Delivery, Setup and Pickup

Artists are responsible for delivering and removing artworks in a timely manner. All works must be fully displayed prior to the date and time of the art walk. The artist agrees to pick up all unsold items within 3 calendar days of the end of the exhibition period. The _____ (artist or venue) assumes responsibility for the actual hanging of the artworks and any replacements due to sales.

Title and Receipt

The artist warrants that he/she has created and possesses unencumbered title to the entire artist's works. The artist's works 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 artist's 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 thereof; 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 _____