



PLEASE NOTE: This form must be completed, signed and filed at GO ART! prior to the exhibition's installation.

**Genesee-Orleans Regional Art Council
Seymour Place, 201 East Main Street, Batavia**

**ART EXHIBITION CONTRACT AND LOAN AGREEMENT
UPDATED 11.6.18**

This agreement will serve as a contract between the Artist/Lender and GO ART! as well as provide a timeline for the exhibition process. Amendments to this Agreement must be signed by both parties (Artist/Lender and GO ART!) and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

Please check the location of the exhibition below:

- GO ART! Bank of Castile Main Gallery,
- GO ART! Batavia Club Gallery, (Tavern 2.o.1)
- GO ART! Oliver's Gallery in the Seymour Dining Room
- GO ART! Batavia Rotary Club Gallery
- Genesee County Senior Center
- Genesee Community College—Medina Campus
- Salih Gallery, Albion, NY

Artist/Lender Name: _____

Address: _____

Phone: _____ **Email:** _____

Exhibition Title: Members' Challenge Show: Purpose

**Exhibition Dates: September 12 – December 7, 2019 Installation/Hanging Date: September 12, 2019.
Pieces may be dropped off September 9, 10, 11.**

De-Installation/Take Down Date: December 8, 2019 Reception Date: September 19, 2019 6-8 pm

Entire Loan Period 13 weeks

The Artist/Lender, further known as The Artist, and the Genesee-Orleans Regional Arts Council, further known as GO ART!, hereby enter into the following agreement:

1. AGENCY PURPOSES. GO ART! will exercise the same care for the borrowed object(s) as it does with comparable property of its own. Objects will not be restored, repaired or in any way altered without written permission from the Artist/Lender.

Damage (or loss) incurred during storage, unpacking and exhibition will be immediately reported to the Artist. It is understood by both parties that all objects and artifacts suffer gradual deterioration in which neither party is responsible.

The Artist reserves the right to inspect the mounting/installation of the loan to insure that standard conservation practices are observed.

2. PROMOTION. GO ART! shall use its best efforts to promote the exhibition and the sale of the works of the artist. GO ART! will provide promotional activities on the artist's behalf as follows: Press releases to all local media, coverage in the GO ART! e-newsletter. The Artist (except for GO ART! Solicited Exhibitions, such as Members' Challenge, Juried and Student Exhibitions, etc.) must send publicity materials, such as title of exhibit, medium featured, and the following items to GO ART! **a minimum of eight (8) weeks prior to the exhibition opening:**
 - a. Artist Biography

- b. Artist's Statement
- c. Curriculum Vitae (optional)
- d. Copies of recent press (optional)

The Artist (except for GO ART! Solicited Exhibitions, such as Members' Challenge, Juried and Student Exhibitions, etc.) is responsible for a program which will include biography of artist, artist statement, list of works and titles, medium and price **OR** exhibition labels with title, (artist statement optional), medium and price.

The Artist (except for GO ART! Solicited Exhibitions, such as Members' Challenge, Juried and Student Exhibitions, etc.) is responsible for reception including such items as commercially purchased food, napkins, plates, music/entertainment and invitations. **GO ART! must approve invitations prior to printing.**

The Exhibition Reception date will be determined by GO ART!.

3. **REPRODUCTION AND CREDIT.** The artist reserves all rights to the reproduction of the works of art except as noted in writing to the contrary. However GO ART! may arrange and has the right to arrange to have the works of art photographed to publicize and promote the exhibit. In every instance of promotional use, the artist shall be acknowledged as the creator and the copyright owner of the work of art.

If you would like your artwork to be included in our electronic promotions/social media outlets, please select your following preferences for electronic images of your work. *Please note: If you require that the digital images of your work include a watermark to protect your intellectual property, you must provide your own images with the watermark to GO ART!.*

Please Check All That Apply:

- I will provide my own electronic images for promotional purposes to GO ART!. Images must be 450-600 dpi resolution and submitted to the GO ART! online Dropbox Account (a GO ART! staff member will provide me with instructions).
 - I permit GO ART! staff to take photos of my work with a cellular phone camera. *I understand that framed work including glass may distort the work or produce a glare in the image.*
 - I permit GO ART! to post my work for promotional purposes to the following outlets:
 - Facebook
 - Instagram
 - GO ART! website
 - Printed media (newsletter, local newspaper, etc.)
4. **CONSIGNMENT AND WARRANTY.** The artist appoints GO ART! as agent for the works of art consigned under this agreement for the purposes of exhibition and sale. GO ART! shall not permit the works of art to be used for any other purposes without the written consent of the artist. This Agreement applies only to works consigned under this Agreement and does not make the GO ART! a general agent for any other works.

The artist hereby consigns to the GO ART! gallery and the GO ART! gallery accepts on consignment, those works of art listed on the attached inventory sheet, which is made a part of the agreement. Additional inventory sheets may be incorporated into this agreement at the time both parties agree to the consignment of other works of art. The artist and GO ART! shall sign all inventory sheets.

The artist hereby warrants that they created the work, possess the unencumbered title to the work and that their descriptions are true and accurate.

GO ART! shall not lend out, remove from premises without approval any of the Artworks.

The Artist and GO ART! agree that the term of the consignment for the works of art is to be the dates specified on page 1 of this agreement, and that the artist does not intend to / will not request the return of the works of art before the end of the term.

5. **SALE OF ARTWORK, PRICING, GO ART! COMMISSION, and TERMS OF PAYMENT.** GO ART! shall sell the works of art only at the retail price specified on the inventory sheet that is submitted as part of this contract and GO ART! shall receive a commission of **20%** of the retail price of each work sold. GO ART! will be responsible for payment of sales tax. Checks written by the buyer will be made out to GO ART!. Commission payment to GO ART! shall be subtracted from payment to artist.
6. **ONLINE SALE OF ARTWORK.** If the artist would like their work available for view and/or purchase from GO ART's website, the artist must provide digital images in the 450-600 DPI resolution range. The artist must request access to and submit digital images of works to be sold online to GO ART!'s Dropbox account.
7. **FIDUCIARY RESPONSIBILITIES.** Title to each of the works of art remains with the artist until the artist has been paid in full the amount owing them for the works of art; title then passes directly to the purchaser. All proceeds from the sale of the works of art shall be held in trust for the artist.
8. **REMOVAL FROM THE GO ART! GALLERY.** GO ART! shall not lend out, remove from the premises or sell on approval any of the works of art without first obtaining permission from the artist. Sold artwork shall not be removed until the term of exhibit is over; exceptions may be made on a case-by-case basis and if the artist has a replacement piece for the exhibit.
9. **ACCOUNTING.** A statement of accounts of all sales of the works of art shall be furnished by GO ART! to the artist no more than thirty days after the close of the exhibit. The artist shall have the right to inventory their works of art in the GO ART! Gallery and to inspect any books and records pertaining to any sales of their works of art.
10. **LEFTOVER INVENTORY.** Any works of art left longer than sixty days after the closing of the exhibition will become the property of GO ART! unless other arrangements have been made.
11. **RESPONSIBILITY FOR THE LOSS OR DAMAGE OF ARTWORK WHILE IN THE GO ART! GALLERY OR SATELLITE GALLERY INSURANCE COVERAGE.** Insurance coverage for damage or loss of the exhibited artwork is the responsibility of the artist. GO ART! and Satellite Gallery sites are not responsible if artwork is damaged, lost, stolen or suffers unexplained loss.
12. **INDEMNITY:** Artist hereby agrees to protect, indemnify and hold harmless GO ART!, board and staff, and satellite gallery site from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and attorney's fees) of any nature whatsoever resulting from, arising out of, or in any way connected with the exhibition.
13. **INSTALLATION AND DE-INSTALLATION (HANGING AND TAKE DOWN).** The exhibit will be hung between the hours of 12pm and 4pm on the installation date specified on page 1 and take down will be between the hours of 10am and 12 pm on the de-installation date specified on page 1 unless other arrangements have been made.

The Artist/Lender is expected to participate in the set up and take down procedures of the exhibit, unless other arrangements are made with GO ART!. GO ART! representatives will assist in the process to meet the Artist/Lender's specifications for display. All work shall have proper hanging hardware to ensure safe and ease of exhibiting. Please discuss any specialized hanging requirements ahead of time with GO ART!.

GO ART! reserves the rights to reject any and all Artwork that does not conform to the following standards: all Artwork should be framed (if applicable), equipped with wire or another appropriate hanging device, and dry (no wet paint/sealants etc.). GO ART! uses a Walker Hanging System.

14. **TRANSPORTATION RESPONSIBILITIES.** Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of the works of art from the artist to GO ART!, and in their return to the artist, shall be the responsibility of the artist.

15. TERMINATION OF AGREEMENT. Notwithstanding any other provisions of this agreement, this agreement may be terminated at any time by either GO ART! or the artist, by means of written notice of termination from either party to the other. In the event of the artist's death, the estate of the artist shall have the right to terminate the Agreement. Within thirty days of the notice of termination, all accounts shall be settled and all unsold works of art shall be returned by GO ART!.
16. PROCEDURES FOR MODIFICATION. Amendments to this agreement must be signed by both the artist and GO ART! and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions written on it.
17. MISCELLANEOUS. This agreement represents the entire agreement between the artist and GO ART! If any part of this agreement is held to be illegal, void, or unenforceable for any reason, that holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any other provision of this agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions thereof. This agreement shall not be assigned, nor shall it inure to the benefit of the successors of GO ART! whereby operation of law or otherwise, without the written consent of the artist.
18. CHOICE OF LAW. The law of the State of New York shall govern this agreement. Time is of the essence.

EXHIBITION INVENTORY/WORKS TO BE LOANED FOR EXHIBITION

Complete form below or attach listing with the following, required information.

If additional pages are needed, please attach to this document.

<u>Title</u>	<u>Media</u>	<u>Dimensions</u>	<u>Year</u>	<u>Price or NFS</u>	<u>Insurance Value</u>
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1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Are the above works insured by the artist? Yes _____ No _____
(If yes, please attach a copy of insurance policy)

Does the artist own the copyright to this work? Yes _____ No _____

By signing below, the Artist/Lender agrees to the terms above.

PRINT Artist/Lender Name (or Artist's Representative if under age 18)

SIGNATURE Artist/Lender

Date

Art Gallery Coordinator/GO ART! Representative Signature

Date