



207 Dalton Street, Ellijay, Georgia 30540
Phone: 706-635-5605

Website: www.gilmerarts.com
email: submissions@gilmerarts.com

Gilmer Arts Gallery Contract – Fiber Art Exhibition

Artist: _____

Address: _____ City/State/Zip: _____

Phone1: _____ Email: _____

Phone2: _____ SS#: _____

AGREEMENT made as of the ____ day of _____, 2019, between _____ (hereinafter referred to as the "Artist"), located at _____ and Gilmer Arts & Heritage Association (hereinafter referred to as the "Exhibitor"), located at 207 Dalton Street, Ellijay, GA 30540.

WHEREAS, the Artist is an amateur/professional artist who creates artworks for sale and/or exhibition; and

WHEREAS, the Exhibitor admires and wishes to exhibit the work of the Artist; and

WHEREAS, the parties wish to have the exhibition governed by the mutual obligations, covenants, and conditions herein;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

- 1. Creation and Title.** The Artist hereby warrants that the Artist created and possesses unencumbered title to the works of art listed and described on the attached Schedule of Artworks ("the Schedule") and has the right to loan these works for purposes of exhibition.
- 2. Duration of Loan, Manner of Exhibition, and Fee.** The Artist hereby agrees to loan to the Exhibitor the works accepted for exhibition from those listed on the Schedule (attached) for the time period commencing **December 13, 2019** and concluding **February 19, 2020**. Title of the exhibition is "**Fiber Art Exhibition**". Works may be exhibited with the works of other artists. No work is to be removed for any reason during the exhibition without the Gallery Director's explicit agreement. The Exhibitor will notify the artists of the works accepted for exhibition no later than **November 25, 2019**.
- 3. Delivery, Condition, Care and Preparation.** The Exhibitor shall be responsible for arranging to have the works listed on the Schedule shipped from the Artist's studio to the Exhibitor by the following method of transport: **Artists deliver works** to Gallery on **December 10 and 11, 2019**. The Exhibitor upon receipt agrees to provide a written report to the Artist of the delivery of the works, specifying their condition and whether they appear in any way in need of repair. Further, the Exhibitor agrees to use the same standard of care for the works as it uses for comparable works in its own collection. The Exhibitor agrees to return the works in the same condition as received. The Exhibitor shall release/return the works by the date specified in Paragraph 2 for the conclusion of the loan and shall use the following method of transport: Artist will pick up the works, **February 20 & 21, 2020**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artwork to Gallery, shall be the responsibility of the Artist. Artworks are expected to be delivered to Gallery during the gallery working days and hours or as agreed upon by the Gallery and Artist. Return of Artworks from Gallery to Artist shall be the responsibility of the Artist. Protection during exhibition, see *Indemnity Agreement section of this contract, below*.

Complete the artist packet, including inventory form. An inventory number is assigned for each work on the inventory by Gilmer Arts during delivery/installation of work.

4. **Copyright and Reproduction.** The Artist reserves all reproduction rights, including the right to claim statutory copyright, on all works listed on the Schedule. No work may be photographed, sketched, painted, or reproduced in any manner whatsoever without the express, written consent of the Artist, other than those provided to the exhibitor by the Artists specifically for marketing purposes.
5. **Collection of the Artist.** When displayed, each work shall be accompanied by a label or plaque identifying the work as a loan from the collection of the Artist. At appointment/installation, each art piece will be labeled with a tag provided by Exhibitor, in the format specified above.
6. **Termination of Right to Exhibit.** The right to exhibit pursuant to this Agreement shall terminate as of the date specified in Paragraph 2. In the event of the failure of the Exhibitor to exhibit the works or in the event of an exhibition or other act in violation of the terms of this Agreement, the Artist shall have the right to terminate the right to exhibit under this Agreement by written notice to the Exhibitor. The right to exhibit pursuant to this Agreement shall automatically terminate in the event of the Exhibitor's insolvency or bankruptcy. In the event of termination of the right to exhibit pursuant to this Paragraph 6, the works shall be returned forthwith to the Artist pursuant to the provisions of Paragraph 3.
7. **Non-Assignability.** Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to him or her under the terms of this Agreement.
8. **Heirs and Assigns.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the Exhibitor shall include their heirs, successors, assigns, and personal representatives.
9. **Integration.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.
10. **Waivers.** A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
11. **Notices and Changes of Address.** All notices shall be sent to the Artist at the address listed in the header of this document and to the Exhibitor at the following address: 207 Dalton Street, Ellijay, GA 30540. Each party shall give written notification of any change of address prior to the date of said change.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.

Sales All Gallery sales are in US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale.

Commission Artists receive 75% commission. Commissions will be paid by the 10th of the month following the close of the exhibition.

Ownership All works belong to artist until sold. Exhibitor reserves the right to use images of the artwork in the gallery for marketing and promotional purposes. Exhibitor or its creditors shall not be entitled to make any claim or right to possessor liens against the property of the artist for any cause. Artist agrees to provide facsimile of selected artwork for marketing/promotional materials.

Indemnity Agreement I (Artist) will indemnify and hold harmless the Exhibitor or anyone associated with same from all claims made due to loss, theft, or damage to works arising out of exhibiting in the gallery, and agree that liability coverage for artwork displayed by the Exhibitor is the sole responsibility of the Artist. I further understand that in the case of my death, my heirs with proof may have access to all works remaining in the Gallery and any monies due me at the time of my death.

ARTIST SIGNATURE: _____ DATE: _____

GILMER ARTS
GALLERY DIRECTOR: _____ DATE: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

APPLICATION and SCHEDULE OF WORK

Submission of this application form for the “**Fiber Art Exhibition**” exhibition constitutes an agreement with all conditions outlined in the prospectus as agreed to by the artist. Gilmer Arts reserves the right to photograph any accepted work for publicity purposes. Gilmer Arts reserves the right to reject any work presented that does not resemble the submitted entry or work that is not ready to be shown/displayed according to the aforementioned specifications. **Complete applications (paperwork, photos and/or jpg of work) must be received at Gilmer Arts by 5:00 pm November 15, 2019. Artists will be notified of works accepted for exhibition by November 25, 2019. Contract and Applications can be emailed to submissions@gilmerarts.com.**

I will participate and abide by the rules set out.

Name: _____ Daytime Phone: _____

Address: _____ Email address: _____

City: _____ State: _____ Zip Code: _____ SSN: _____

Signature: _____ Date: _____

Please type or print the following information and include a photo for each submission:

Entry #1

Title: _____

Price (if for sale): _____

Medium: _____ Size: _____

Entry #2

Title: _____

Price (if for sale): _____

Medium: _____ Size: _____

Entry #3

Title: _____

Price (if for sale): _____

Medium: _____ Size: _____

Entry #4

Title: _____

Price (if for sale): _____

Medium: _____ Size: _____

Entry #5

Title: _____

Price (if for sale): _____

Medium: _____ Size: _____

Entry #6

Title: _____

Price (if for sale): _____

Medium: _____ Size: _____