



Exhibiting Artist Contract

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Please read and initial each paragraph indicating that you understand and agree to the terms and conditions of this Contract. Return the signed Contract (keep a copy for your records) with a check for your portion of the Exhibit Fee, along with your completed membership application and check for Pagosa Springs Arts Council membership fee, if required.

1. I understand that I am required to be a current member of Pagosa Springs Arts Council (PSAC) during the year of the Exhibit, and am a current member in good standing with PSAC.

_____ Yes, I am a current PSAC member.

_____ No, but my completed PSAC membership application and check for membership fee is enclosed.

2. I understand that there is a nonrefundable fifty dollar (\$50.00) Exhibit Fee per Exhibit payable to PSAC in equal portions by the exhibiting artists in the Exhibit and I have included a check for my portion of this amount along with this Contract. _____

3. I understand that the Exhibit dates and times are as follows and agree to meet all deadlines for the production of the Exhibit. _____

Artist Information Package Received: _____

Exhibit Installation: _____

Exhibit Opening and Artist Reception: _____

Exhibit Closing: _____

Exhibit Take-Down: _____

4. I understand that the 2010 Exhibit season is not only to showcase and sell my work but to support PSAC; therefore I understand and agree that that 75% or more of my art exhibited in the Exhibit be available for sale, and any "Not For Sale" items need to be approved by the Administrative Coordinator prior to the Exhibit. _____

Upon approval said of the Administrative Coordinator, recent artworks of mine that have been sold or contracted previous to the Exhibit must be tagged "Owned by..." or "From the private collection of..." if included in the Exhibit. _____

5. I understand and agree that PSAC will receive a 30% commission of the retail price of each of my artworks sold during the duration of the Exhibit. I also understand that any sale directly resulting from my artwork being seen during the Exhibit or artwork commissioned while exhibiting will also be subject to the 30% commission rate. Payments from said sales will be paid to me by PSAC (less PSAC commission) within thirty (30) days after the closing day of the Exhibit. _____

6. I understand that all my artwork in the Exhibit must be displayed in a professional manner and adhere to the following criteria. _____
 - a) 2D Work: All artwork must be dry, properly framed (or only matted in the case of the Advanced High School Art Students Exhibit), and wired for hanging in a stable manner. Plexiglas only is acceptable for shipped artworks. Maximum size is 40" x 40" (including mat and frame), unless otherwise approved by the Administrative Coordinator.
 - b) 3D Work: All three-dimensional artwork shall be suitable for stable installation either on the floor, pedestal or wall. Maximum weight for wall-mounted three-dimensional artwork is 40 pounds. Three-dimensional outdoor artwork must be displayed in a professional and attractive manner and be temporarily secured in its outdoor location.
 - c) All of my artwork in the Exhibit will be titled and priced in a uniform professional way. PSAC is responsible for layout, printing and provision of display title cards for each of my artworks that will appear in the Exhibit.
 - d) I agree to sign a waiver of liability and not hold PSAC or the Town of Pagosa Springs responsible for any damage that might occur to my artwork while on display in the PSAC Town Hall Gallery.

7. I understand and agree that I will provide PSAC with the following Artist Information Package by the date stated elsewhere in this Contract; one to four high resolution (300 dpi minimum) jpeg images of my artwork that will appear in the Exhibit, Price List (including title of artworks, dimensions, media, retail price, and material replacement cost) for my artwork that will appear in the Exhibit, current Artist Statement, current Artist Bio, and current Artist Resume. I own the copyrights for the images submitted to PSAC and authorize PSAC to use the information contained in the Artist Information Package in connection with publicizing and promoting the Exhibit. _____

8. I understand and agree that I am responsible for the transportation, including packing, shipping and insurance, of my artwork to and from the PSAC Town Hall Gallery. PSAC is not liable for any damage to artwork during shipping or transportation to and from the PSAC Town Hall Gallery. All artworks in the Exhibit will be insured by PSAC while on the Town Hall Gallery premises for the duration of the Exhibit. This insurance does not cover artwork unclaimed at PSAC after 4 p.m. on the exhibit take-down date stated elsewhere in this Contract. _____

9. Unless otherwise approved by the Administrative Coordinator, I understand and agree that in collaboration with the other exhibiting artist(s) in the Exhibit I am responsible for the installation, takedown and removal of my artwork at the end of the Exhibit on the exhibit take-down date stated elsewhere in this Contract and return of the PSAC Town Hall Gallery to their original condition. Original condition includes the removal of all picture hangers and/or nails used in the installation of two-dimensional artwork.

10. I understand and agree that PSAC is responsible for publicity and promotion of the Exhibit, which consists of design, layout and email of electronic postcards to PSAC membership and publication of an Exhibit press release in a Pagosa Springs newspaper of our choice. _____

11. I understand and agree to pay for and collaborate with PSAC in planning and hosting the Exhibit Opening and Artist Reception. The selection of food and beverages for the Exhibit Opening and Artist Reception is to be made by the exhibiting artists in the Exhibit, unless otherwise agreed by the Administrative Coordinator. The cost for said food and beverages is to be shared equally by the exhibiting artists in the Exhibit, unless otherwise agreed by the Administrative Coordinator.

12. I understand that before signing this Contract if I do not understand any of the terms, I have the option to contact the staff of PSAC for further explanation. I may also email my questions to info@pagosa-arts.com. My failure to abide by the terms and conditions of this Contract will disqualify me from exhibiting with PSAC during the 2010 season. ____

My initials indicate that I have read and approved this agreement and that I understand and agree to the terms and conditions of this Pagosa Springs Arts Council 2010 Exhibiting Artist Contract.

Artist's Name: _____

Mailing Address: _____

Phone Number (Day): _____ (Evening): _____

Email: _____

Social Security Number: _____

Tax ID Number: _____ - _____ - _____

(An IRS W-9 form will be sent out stating revenue received)

Artist's Signature: _____

Date Signed: _____