

ARTIST EXHIBITION AGREEMENT for the Berkshire Art Association Fellowship Show

AGREEMENT made this ____ day of _____, 2008 by (artist's name) _____, the Berkshire Art Association, a nonprofit art association, and the Lichtenstein Center for the Arts, operated by the City of Pittsfield at 28 Renne Avenue, Pittsfield, Massachusetts.

WHEREAS, the Lichtenstein Center desires to provide gallery space for the exhibition of works of art by the Artist (in the Berkshire Art Association Fellowship Show); and

WHEREAS, the Artist desires to exhibit his or her works of art at the Lichtenstein Center,

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. EXHIBITION DATES. The dates of the BAA Fellowship Show will be April 18, 2008 (the opening date) to May 5, 2008 (the closing date), and the date of the Public Reception will be April 18, 2008 from 5-7 p.m.
2. ARTIST OBLIGATIONS. The Artist agrees that:
 - a) all work delivered for exhibition will be professionally presented and ready to hang;
 - b) each piece will be labeled with the title, date of execution, artist's name; and
 - c) prior to the commencement of the exhibition (submitted with Fellowship application), the Artist will provide the Berkshire Art Association with a listing of works, including title, date, medium, price, and an artist statement.
3. COMMISSION: The Artist agrees that he/she will pay to Berkshire Art Association a commission equal to 20% on the sale of each work of art sold during the exhibition. Said payment to Berkshire Art Association shall be made by the closing date of the exhibition. In addition all sales are subject to 5% Mass. Sales Tax.
4. PREPARATION AND HANGING OF EXHIBITION. The Artist agrees that the Lichtenstein Center and Berkshire Art Association will be responsible for hanging the Exhibition and that the Artist will neither hang nor take down the exhibition. The Artist agrees to deliver his/her artwork to the Lichtenstein Center, 28 Renne Avenue, Pittsfield, Massachusetts on April 11, Friday from 3 - 5 p.m. or April 12, Saturday from Noon - 2 p.m.; and to pick up artwork on Saturday, May 17, from 5-6 p.m., or Sunday, May 18, 2-4-p.m., or at a time specifically discussed with the Berkshire Art Association. The Artist agrees that any changes of these dates may result in the payment by the Artist for a storage fee for his/her artwork.
5. RIGHT OF REFUSAL. It is not the function of the Lichtenstein Center to serve as arbiters of taste, and within broad limits each artist is entitled to determine his or her own portrayal of particular scenes, characters, and ideas. However, the Lichtenstein Center shall have the unrestricted right to refuse to display any and all works of art which depicts, portrays or references illegal conduct and /or is determined by the Lichtenstein Center in its sole and unfettered discretion to be obscene.
6. STORAGE OF ART. If the Artist fails to pick up the artwork within three (3) days after the stated pickup date, the Artist will pay a daily storage fee of \$10.00 per work. The Lichtenstein Center has no storage room and therefore it shall not be responsible for loss, damage, or other casualty to artwork which is not claimed on the agreed pickup date.

7. SHIPMENT. Neither the Lichtenstein Center nor the Berkshire Art Association shall be responsible for shipment and insurance of artwork. All packaging for shipment and insurance must be handled by the Artist or his/her agent.
8. PUBLIC RECEPTION. The Berkshire Art Association is responsible to provide refreshments, such as seltzer, crackers, cheese, etc., for the Public Reception at the Artist's Exhibition.
9. NON-ASSIGNABLE. This agreement is not assignable.
10. INDEMNIFICATION. The Artist agrees to forever release, indemnify and hold harmless the Berkshire Art Association, its agents, employees, successors, and assigns, the Lichtenstein Center, its agents, employees, successors, and assigns, and the City of Pittsfield, its agents, employees, successors, and assigns, from and against any and all loss, damage, claims, demands, and liability of every nature, including reasonable attorney's fees, arising directly or indirectly from or in connection with the possession, handling, and exhibition of the subject works of art from the opening date to the closing date, during the time of preparation and the time of taking down the exhibition, any necessary storage time, and any transportation to and from the gallery.
11. GOVERNING LAW. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
12. NOTICE. Any and all notices shall be sufficient **if furnished in writing** and mailed to such party at the following address or email address (Use BAA as subject):

To the Berkshire Art Association
 Mary L. Rentz, President
 P.O. Box 385
 Pittsfield, MA 01202

Phone: 413-442-6732
 <marypete@hughes.net>

To the Lichtenstein Center
 Megan Whilden, Director
 Lichtenstein Center for the Arts
 City of Pittsfield
 28 Renne Avenue
 Pittsfield, Massachusetts 01201

Phone: (413) 499-9348; FAX (413) 422-5661
 <mwhilden@pittsfieldch.com>

To the Artist _____

Phone: _____

Name: _____

Email: _____

Address: _____

13. SEVERABILITY. Should any singular condition or term of this Agreement be held invalid by action of law or courts, then the Agreement, as a whole, shall be held in full force with the exception of the singular condition.
14. FURTHER ACTIONS. Each of the parties agree that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.
15. WAIVER. No waiver of any breach of any of the terms of this Agreement shall be construed or held to be a waiver of any such breach, or a waiver of, or acquiescence or consent to, any future or succeeding breach thereof.

16. COMPLIANCE WITH APPLICABLE LAWS. The Artist and the Berkshire Art Association agree to comply with all applicable laws, regulations and ordinances of Federal, State, and local governments.

17. AMENDMENT. No alteration or modification of this Agreement shall be valid unless made in writing and executed by each of the parties hereto.

18. TERMINATION. This Agreement may be terminated by Lichtenstein Center at any time with or without cause and upon immediate notice to the Artist.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matters hereof.

IN WITNESS WHEREOF. The parties hereunto have signed this Agreement as a sealed instrument on the day and year first above written,

ARTIST

By: _____

Print name: _____

BERKSHIRE ART ASSOCIATION

By: _____

Mary L. Rentz, President

LICHTENSTEIN CENTER

By: _____

Megan Whilden, Director