

Tri Art for Giving Artist and Venue Hosting Agreement

This *Tri Art for Giving* Artist and Venue Hosting Agreement is dated _____, 2017 and is between _____ (the "Artist") and _____ (the "Venue").

Tri Art for Giving is an Art Event conducted in the Tri-Cities, Washington. The Arts Foundation of the Mid-Columbia is the partnering 501(c)3 not-for profit art organization. Artist and Venue have each registered to participate in *Tri Art for Giving 2017* during the period of April 27 – May 28, 2017 ("Tri Art for Giving event period"). The Artist's and the Venue's participation in *Tri Art for Giving* are governed by the respective contest rules and agreement for Artists and the Venue Registration and Agreement, as applicable, together with other rules established by *Tri Art for Giving*. The Artist and the Venue agree to the following terms and conditions regarding the Artist's display of a work of art ("Work") at the Venue in connection with *Tri Art for Giving*:

1. WORK: The Artist will display the following Work at the Venue:

Describe Work:

2. INSTALLATION:

a. The Artist will prepare the Work to be ready for installation at the Venue prior to the beginning of the *Tri Art for Giving* event period. Specifically, the Work will be installed at the following date(s) and time(s):

Describe Timing of Installation:

b. The specific agreements and responsibilities for installation of the Work, including any requirements or limitations of the Venue or display area and the installation needs and processes for the Work are set forth below:

Describe Specific Requirements:

c. The Artist will bear the ultimate responsibility for installation of the Work.

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3. LOCATION: Artist agrees that the Work will be displayed only at the Venue during the *Tri Art for Giving* event period. The Work will be displayed at the following specific location at the Venue:

Describe Specific Venue Location:

4. HOURS: The portion of the Venue in which the Work is displayed will be available for public access during the *Tri Art for Giving* period. The Venue will not charge an admission fee to the public to view the Work during the *Tri Art for Giving* period. Specifically, the portion of the Venue displaying the Artwork must be available for public access during the venues established business hours during the *Tri Art for Giving* event period.

5. REMOVAL: The Artist agrees to remove the Work from the Venue within a reasonable period of time following the *Tri Art for Giving* event period. Specifically, the parties agree as follows regarding the removal time for the Work:

Describe Removal Timing and Other Removal Requirements:

6. COSTS:

- a. The Artist is responsible for the cost of production of the Work and for costs of transportation of the Work to the Venue.
- b. Check one:
 - The Venue is responsible for the cost of installation of the Work.
 - The Artist is responsible for the cost of installation of the Work.
 - The Artist and the Venue will share the cost of installation of the Work as follows:
- c. If there are any additional expenses to be negotiated between Artist and Venue, these can be explained here:

Describe any additional fees or costs for the Venue or Artist is responsible:

7. ACKNOWLEDGEMENTS: The Artist will acknowledge the Venue in all written references to the Work's exhibition in greater the Tri-Cities, Wa. The Artist will be recognized as the creator of the Work in the display and in all references to the Work in formal materials and official online representations. The Venue will be recognized on the *Tri Art for Giving* webpage as a Venue and will be listed in official materials detailing the events, Venues and Works showcased throughout the greater Tri-Cities, Wa in connection with *Tri Art for Giving*. The Artist acknowledges that the Venue may host other Artists and other works in connection with *Tri Art for Giving* and that this Agreement is not to be construed as an exclusive hosting arrangement.

8. TITLE: As between the Artist and the Venue, title and ownership of the Work shall remain with the Artist. The Venue will not permit any third party to assert any liens against the Work.

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9. COMPLIANCE WITH LAWS: Each party will comply with all applicable federal, state and local laws and regulations applicable to such party with respect to the Work and the display of the Work.

10. INSURANCE:

NOTE: Proof of fair market value for the Work will be required for insurance.

Check one:

- The Artist will obtain and maintain insurance, at its own cost and expense relating to the Work, or be otherwise liable for risks relating to the Work's display and public exhibition in connection with *Tri Art for Giving*.
- The Venue will obtain and maintain insurance, at its own cost and expense relating to the Work, or be otherwise liable for risks relating to the Work's display and public exhibition in connection with *Tri Art for Giving*.

11. SECURITY:

NOTE: Like all regions, the Tri-Cities has incidents of vandalism. If the Work is left outside and unattended for any duration, the construction of the Work--and its components--should be sturdy enough to resist tampering. Another option is the Work--or certain components--could be stored or otherwise secured during non-open hours.

Check one:

- The Venue is responsible to secure and safeguard the Work for the duration of *Tri Art for Giving*, including during installation and removal.
- The Artist is responsible to secure and safeguard the Work for the duration of *Tri Art for Giving*, including during installation and removal.

12. VENUE PROMOTION: The Venue will have the option to promote the Venue and produce events associated with its display of the Work at its reasonable discretion during the *Tri Art for Giving event*.

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13. SALES: Artists may sell their work during *Tri Art for Giving* event period. Venues have the option to charge a commission on sales for the artists they host. **NOTE:** *To remain eligible for any Tri Art for Giving cash awards the Venue and the Artist must ensure that the displayed artwork must remain displayed at the Venue location during the entire Tri Art for Giving event period. Early removal of artwork from the Venue display will result in disqualification for both the Artist and the Venue for any Tri Art for Giving cash awards (no exceptions, decisions are final).*

Check one:

- The venue will not broker sales nor charge a commission. Sales will be handled entirely by the artist and the buyer.
- The venue will assist with sales but will not charge a commission.
- The venue will broker sales and charge a commission.

Describe how sales will be handled, and indicate the commission the venue will receive:

14. MUTUAL INDEMNIFICATION: Each of the Artist and the Venue will indemnify, hold harmless and defend the other from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of a breach of this Agreement by the indemnifying party.

15. INDEMNIFICATION OF Tri Art for Giving: Artist and Venue agree that in no instance will *Tri Art for Giving* (*Tri Art, Arts Foundation of the Mid-Columbia*, or any of its affiliates, sponsors, agents, directors, officers and employees hereto after known as *Tri Art for Giving*) be liable to Artist or Venue for any claim, suit, action, loss, expense or liability relating to or arising from the *Tri Art for Giving* Event or their respective participation in *Tri Art for Giving*. The Artist and the Venue shall defend, indemnify and hold harmless *Tri Art for Giving*, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature which any person or party may make against *Tri Art for Giving* based upon or arising out of the Work, the Venue, or any other claim or demand relating to *Tri Art for Giving*. *Tri Art for Giving* is a third-party beneficiary under this Section. The obligations of the Artist and the Venue under this Section shall be joint and several.

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16. GENERAL: This Agreement and all rights and duties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. This Agreement may be amended, modified, superseded or cancelled only by written agreement of the Artist and the Venue. This Agreement may be executed in counterparts, by facsimile or e-mailed signature pages or otherwise, each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same Agreement. Neither party may assign this Agreement or delegate any rights to duties without the prior written consent of the other party.

NOTE: If negotiating via email, a typed signature between slashes is valid. Example **/Jane Smith/**

Agreed and Accepted:

Artist:

By: _____

Title: _____

Date: _____

Address: _____

Venue:

By: _____

Title: _____

Date: _____

Address: _____

