

# Art Display Agreement

Appendix W: Approved December 14, 2010, Revised May 7, 2022

This agreement between UUCS and the named Artist concerns the Artist's display of artwork (the "displayed artwork") in the UUCS Lexow Wing (South Wing) gallery during the identified display period.

Artist: \_\_\_\_\_

Display Period: \_\_\_\_\_

This agreement only enables the Artist to use the UUCS gallery to display artwork. This is not a consignment agreement. UUCS has no ownership or rights in or control of the displayed artwork. UUCS is not an art dealer. UUCS may permit more than one exhibitor to use parts of the gallery space during the same display period. UUCS retains sole right to assign and approve how gallery space is used, and reserves the right to exclude any piece that it deems unsuitable for any reason. The Artist may not use any of the gallery space before this agreement is fully signed.

UUCS will notify its congregation of the exhibition through printed and email announcements and on its website, and may use press releases or other methods to inform the general public. To enable those notifications, the Artist promises to supply to UUCS, 2-3 weeks before the opening of the exhibition, appropriate biographical information, theme, digital photos of desired), and description of the show. UUCS will host an opening for the exhibitor(s) on the opening day of the exhibition. When possible UUCS volunteers will assist with handling sales of artists' work during the reception to allow the artist more opportunity to interact with reception guests.

The Artist may preview the gallery space and hanging systems, and must prepare the artwork for exhibition. Paintings must be wired for hanging in secure frames, with hooks and wires attached (saw tooth hangers may not be used). UUCS Arts Council will be responsible for hang-

ing the artist's work. The Artist must also provide display cards for each exhibited piece, identifying the piece and showing its price, title, and medium, and whether the piece is available for purchase. With prior UUCS approval, the exhibitor may also place mat bins, browse boxes and items such as cards in the gallery only during the reception.

If any piece is available for purchase, the Artist must note on the ID card for that piece, or in another conspicuous place in the exhibit, that anyone interested in purchasing any of the displayed artwork should contact the Artist directly (providing contact information). UUCS will not negotiate details of sale, receive payments, or otherwise act as the Artist's agent. If the artist agrees to sell any displayed piece during the exhibition, the Artist may mark the piece "Sold," but the Artist will leave the piece on display throughout the exhibition unless the Artist replaces it on display with a similar piece.

The Artist promises promptly to donate to UUCS, in consideration for the opportunity to display artwork hereunder, 20% of the actual pre-tax selling price of any piece that the Artist sells to a purchaser who observed the piece in the exhibition and purchases the piece within three months following the end of the exhibition.

The Artist assures UUCS that all artwork exhibited will be the sole artistic work of the Artist, or of another who has expressly and specifically authorized the Artist so to exhibit the artwork, and that the Artist has full right and authority to display the artwork. The Artist will indemnify UUCS and hold it harmless from liability, loss and cost of defense attributable to any claim that displayed artwork in any way violates any right of another.

The Artist retains full risk and responsibility for the displayed artwork, releases UUCS from all liability or other responsibility for any damage to or loss or theft of the displayed artwork, and promises to indemnify UUCS and hold it harmless from liability, loss and cost of defense attributable to all claims for damage to or loss or theft of displayed artwork.

This agreement merges and supersedes all other oral and written agreements between us relating to the exhibition or the displayed artwork and is governed by Florida law. Its provisions may only be amended or waived by a writing signed by UUCS and the Artist and not by course of dealing.

ARTIST Signature \_\_\_\_\_ Date:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

UNITARIAN UNIVERSALIST CHURCH OF SARASOTA

By: \_\_\_\_\_ Date: \_\_\_\_\_