



EXHIBITION AND CONSIGNMENT AGREEMENT

ART OF A COMMUNITY 2020

This contract is an agreement between the Artist and Arts Benicia. A description of the artwork to be exhibited and consigned is provided by the Artist on an attached Inventory Form. If an artwork is collaboration between two or more Artists, each Artist must complete and sign an Agreement for that Artwork as if it were theirs individually and solely.

Artist Contact Information

Artist Name (PRINT): _____

Address: _____

Telephone: _____

E-mail: _____

Arts Benicia Contact Information

Celeste Smeland, Executive Director, Arts Benicia
991 Tyler St. Suite 114, Benicia CA 94510
707-747-0131 (gallery office)
celeste@artsbenicia.org

Exhibition Name: *Art of a Community 2020*
Exhibition Dates: January 25, 2019-February 23, 2019
Delivery of Artworks: Wednesday, January 15, 12:00-6:00 pm
Public Reception: Saturday, January 25, 4:00 – 6:00 pm
Pick Up Artworks: Tuesday, February 25, 12:00-6:00 pm

Gallery hours during exhibitions are Wednesday through Sunday, 12-5 pm. See website for holidays or exceptions.

Gallery Information and Responsibilities: Arts Benicia will be responsible for costs and labor associated with public events ancillary to the exhibition that are scheduled by Arts Benicia. Postcards of the show, designed and printed by Arts Benicia, will be made available at no cost to the Artists. Arts Benicia will promote the exhibition with social media posts, website postings on artsbenicia.org, newspaper calendar submissions and interviews, and other print publicity.

Art Sales: Arts Benicia will retain 40% of any art sale during this exhibition. Artists will be notified via email, at the email address the Artist provides above, when their artwork is sold. Arts Benicia will mail a check to the Artist, at the postal address the Artist provides above, in the amount equal to 60% of the sales price declared by the Artist on the Inventory Form, after

the exhibition closes. If an artwork is a collaboration, the amount will be divided among the artists. The Artist agrees Arts Benicia is not responsible for any commission, arrangement of sales divisions, or financial obligation that exists between the Artist and any other gallery, representative, manager, partner, or organization.

Delivery and Installation of Work: Artist agrees to deliver artwork to the gallery ready to hang or display, that is original, clean, and ready for exhibition. Arts Benicia reserves the right to decline artworks that are inappropriate for display, are wet, or are not ready to hang or install. Wall works must have D-rings and must be wired; or have a cleat system. Arts Benicia does not accept sawtooth hangers, unframed canvas if staples are exposed, or giclées. Artworks must have secure identification on the back or bottom of the work, with the Artist's name and the title. If artworks require special installation, the Artist must include written instructions. Persons delivering artwork will need to take any packing material (bags, boxes, padding, corners, etc.) with them, and bring these materials back after the show, when picking up the work.

Shipping to the Gallery: The Artist assumes responsibility for delivering art objects or shipping said art objects. Arts Benicia is not responsible for transportation costs and does not fund or reimburse shipping fees. Arts Benicia accepts shipments from all common carriers, USPS, freight, and art shippers. We store the shipped packaging and return unsold artwork to the Artist using the same shipping method and packing materials.

The Artist agrees to provide Arts Benicia with a pre-paid return shipping label at delivery if shipping by common carrier, and to pre-pay freight or shipper pick-up and return if using an art shipper or freight company. The Artist agrees to not use packing peanuts, including biodegradable ones. Tracking shipped artwork in both directions is entirely the Artist's responsibility.

Artwork not retrieved at the pick-up dates and times, or for which no pre-paid return shipping was provided by the Artist, will be placed in storage. Artist agrees that Arts Benicia is not responsible for the condition of artworks placed into or retrieved from storage. Artworks not retrieved by the Artist within 30 days after close of the exhibition will be considered abandoned property.

Insurance: Artists will declare a market (insurance) value for each artwork on the Inventory Form. *This may differ from the sales price.* Arts Benicia property and its contents, including exhibited artworks and art objects, are insured against damage and theft by the Nonprofits Insurance Alliance of California. The gallery is protected by a dedicated alarm system, video surveillance, and a fire suppression system.

Photo Release: The artist releases to Arts Benicia the right to photograph his/her work for documentation, publicity, reporting, and sales purposes, both onsite and online; in publications, on social media, and on our website. The Artist agrees that Arts Benicia may choose to use or publish photographs of their artwork (both photographs taken by Arts Benicia staff, and photographs submitted to Arts Benicia by the Artist), and may also decline to use or publish photographs of any artist's artwork.

Warranties and Representations: Artist represents and warrants that the description of the work is accurate as set forth on the Inventory Form, that the Artist is the owner of such artwork or has full authority to enter into this Agreement and that the work constitutes

genuine work by the Artist set forth in such description and was not copied and does not infringe upon the personal, copyright, or property rights of others.

Artist Information: Each Artist should provide an Artist Statement, and a CV or resume of not more than 3 pages, each in pdf format or printed on 8.5' x 11" white paper. These documents are made available to gallery visitors during the exhibition and archived in Arts Benicia's records. Alternatively email these to jean@artsbenicia.org

Release: The Artist agrees to find Arts Benicia, its staff, members, officers, and directors harmless for any and all losses which may result to his/her property beyond the stated value of the artwork declared by the Artist on the Inventory Form while the artwork is in the care, custody, and control of Arts Benicia, If, for any reason, Arts Benicia loses access to the gallery facility due to unforeseen natural event of flood, wildfire, earthquake or other natural disaster or "Act of God," this contract will become void. Arts Benicia and its representatives will not be held responsible in any way for cancellation of this contract under any circumstances.

Entire Understanding: This agreement contains the full understanding of the parties and any prior written or oral agreement between the parties shall merge into and be superseded by this Agreement. This contract is in force beginning the date and time the artwork is delivered to Arts Benicia by either the Artist or by common carrier or freight, even if that date or time is different from that listed in the Agreement or Call for Artists, and is in force until the artwork is either picked up by the artist, or acquired by the artwork buyer, if the work sells.

Please provide an original signed copy of this contract with your artwork when you deliver or ship your artwork to Arts Benicia. Keep a copy for your own records.

Artist Signature:

_____ Date _____

Printed Name: _____

Arts Benicia Signature:



Celeste Smeland, Executive Director