



## VIRTUAL EXHIBITION AND CONSIGNMENT CONTRACT

This agreement is between the Artist and Arts Benicia. A description of each artwork/object to be virtually consigned is provided by the Artist, on the Inventory Form page. **If an artwork is a 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 (Please PRINT):

Artist Name Jerry McLaughlin

Address 3824 Cedar Springs Rd #801-9998 Dallas, TX 75219

Telephone 415-335-1200

Email jerry@jerrymclaughlinart.com

**Exhibition: Flux: Wax in All Forms**

**Exhibition Dates: June 20 – August 2, 2020**

Arts Benicia, 991 Tyler Street, Suite 114 Benicia, CA 94510

**Mode of Exhibition:** The exhibition will be produced as an online exhibition accessible at any time during the exhibition dates at <https://artsbenicia.org/flux-wax-in-all-forms/>

**Operating Hours:** Staff are continuing to work at home during a period of phased return to operations in our city/county. To contact staff, please email [info@artsbenicia.org](mailto:info@artsbenicia.org) Please visit our website <https://artsbenicia.org/> for information on shelter-in-place closures and dates for a return to program and gallery operations.

**Art Sales:** Arts Benicia will retain 40% of art sales during this exhibition and 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 in this contract or CaFE application, if so confirmed on the Inventory Form, within 30 days of the exhibition closing date. Unless the work is declared as NFS, the Artist agrees not to offer the work for sale through any venue other than Arts Benicia during the length of the exhibition. The Artist agrees Arts Benicia is not responsible for any commission, division of sales, or financial obligation between the Artist and any other gallery, organization, or person.

**Shipping of Sold Artworks:** The Artist is responsible for shipping a sold artwork to a buyer using best practice shipping methods. Arts Benicia will work with the artist to collect shipping costs from the buyer. The Artist should track any shipped artwork.

**Promotion:** Arts Benicia will be responsible for costs and labor associated with its own promotion of the exhibition and will send digital materials to artists for their use.

**Photos:** The Artist releases to Arts Benicia the right to photograph these artworks for documentation, publicity, and reporting purposes.

**Communication:** Arts Benicia communicates with Artists by email. Artists are responsible for checking all folders in their email (Promotions, Spam, etc.) to ensure they receive communications that we have sent. Arts Benicia is not responsible for email providers filtering our email messages or routing them to folders designated by the email provider algorithm.

**Warranties and Representations:** Artist represents and warrants that the descriptions of the artworks are accurate, that the Artist is the owner of such artworks or has full authority to enter into this Agreement, and that the works constitutes genuine works by the Artist and do not infringe upon the personal, copyright, or property rights of others.

## INVENTORY FORM

Complete the following for each work consigned. PLEASE PRINT CLEARLY. DO NOT SEPARATE ANY PAGES OF THIS CONTRACT.

The undersigned hereby agrees to consign the following artworks for virtual exhibition at Arts Benicia:

(#1) **Title:** \_\_\_\_\_

**Artist Name:** \_\_\_\_\_

The title, medium, dimensions, and sales price provided in my CaFE application is correct and should be used for labelling and offering the work for sale.

Please make the corrections/changes noted:

**Title:** \_\_\_\_\_

**Medium:** \_\_\_\_\_

**Dimensions:** \_\_\_\_\_

**The work is for sale:**  Yes  No

**Sales Price:** \_\_\_\_\_

(#2) **Title:** \_\_\_\_\_

**Artist Name:** \_\_\_\_\_

The title, medium, dimensions, and sales price provided in my CaFE application is correct and should be used for labelling and offering the work for sale.

Please make the corrections/changes noted:

**Title:** \_\_\_\_\_

**Medium:** \_\_\_\_\_

**Dimensions:** \_\_\_\_\_

**The work is for sale:**  Yes  No

**Sales Price:** \_\_\_\_\_

**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. Keep a copy for your own records.

Please also include an Artist Statement, no longer than one page; and a CV or Resume of not more than 2 pages. These will be made available as part of the virtual exhibition, and then archived in Arts Benicia's historical records. *Alternatively email these, in pdf format only, to [jean@artsbenicia.org](mailto:jean@artsbenicia.org)*

Artist Signature:

 \_\_\_\_\_ Date 9-June-2020

Printed Name: Jerry McLaughlin

Arts Benicia Signature:

  
Celeste Smeland, Executive Director