



ART OF A COMMUNITY 2023  
EXHIBITION AND CONSIGNMENT AGREEMENT AND INVENTORY FORM

This contract is an agreement between the Artist and Arts Benicia and includes a description of the artwork to be exhibited and consigned, provided by the Artist. 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. You must be a current member of Arts Benicia at the time of application and throughout the duration of the exhibition to participate in Art of a Community.

Artist Contact Information

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

Mailing Address (Street, City, Zip): \_\_\_\_\_

\_\_\_\_\_

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

E-mail: \_\_\_\_\_

Website (optional): \_\_\_\_\_

Artwork Information

Artist Name (as you want on the label): \_\_\_\_\_

Title of Artwork: \_\_\_\_\_

Media: \_\_\_\_\_

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

Year: \_\_\_\_\_

Sales Price: \$ \_\_\_\_\_

Value for Insurance Purposes: \$ \_\_\_\_\_

Arts Benicia Contact Information

Staff often works remotely. The best way to reach staff is via email or leave a phone message:  
[Jean@artsbenicia.org](mailto:Jean@artsbenicia.org); 707-747-0131

## Exhibition Information and Promotion:

Exhibition Name: *Art of a Community 2023*

Exhibition Dates: January 28 – February 26, 2023

Exhibition Location: Arts Benicia, Commanding Officer's Quarters, 1 Commandant's Lane

Delivery of Artworks: January 13 and 14, 1:00–5:00 pm,

Public Reception: Saturday, January 28, 4:00–6:00 pm

Pick Up Artworks: Tuesday, February 28, 1:00-6:00 pm

Gallery hours during exhibitions are Thursday through Sunday, 1-5 pm. See website for holidays or exceptions.

Eligibility: You must be a current member of Arts Benicia throughout the length of the exhibition to apply and participate. Only one work may be entered per member.

Entry Fee: \$35. Can be paid on the Arts Benicia website at <https://artsbenicia.org/art-of-a-community-2023> or brought to Arts Benicia during artwork drop-off.

Arts Benicia will be responsible for costs and labor associated with production and promotion of the exhibition. Digital postcards promoting the show will be made available at no cost to the Artists for use on websites and in social media.

Medium: All media, 2D or 3D works, will be accepted.

Size Limitations: 2D works must not exceed 30" width. 3D works must not exceed a 30" x 30" footprint. Wall-hanging works must not exceed 30 lbs. Please contact the staff with any special requirements for installation.

Art Sales: All work must be for sale. 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 be wired. Works must hang from a wire; no sawtooth hangers accepted. Due to nature of the hanging system in the Commanding Officer's Quarters, a cleat system is not permitted. Arts Benicia does not accept 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.

Pick-Up of Artwork: 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.

Photo Release: The artist releases to Arts Benicia the right to use images of his/her work for documentation, publicity, reporting, and sales purposes, both onsite and online; in publications, on social media, and on our website.

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 may provide an Artist Statement, and a CV or resume of not more than 3 pages, each in pdf format. These documents are made available in the gallery.

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.

Keep a copy of this agreement for your own records.

Artist Signature:

\_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Arts Benicia Signature:



Celeste Smeland, Executive Director