



Exhibits/Artists Agreement

Exhibit Title: _____

Contact Information:

Artist/Organization: _____

Contact person: _____

Address: _____

Contact phone number: _____

Email address: _____

Social Media: _____

Website: _____

For Office Use Only:

Drop off/Deliver Date: _____ Dropped off by: _____

Pick up Date: _____ Picked up by: _____

Number of pieces: _____

Installation Date: _____

Exhibition Dates: _____

Displayed in the following ACW Gallery: _____

Notes: _____



Terms and Conditions

Disclaimer: Any exhibits/artwork displayed at Art Center Waco will be reviewed and approved by the Art Center Waco Exhibits Committee. Exhibitions will be hosted by Art Center Waco (ACW) and not solely and independently represented by one artist or organization. It is not permitted to pay for the rental of ACW's galleries for exhibition purposes. All artists, organizations or creative groups who exhibit in any ACW gallery will work in collaboration with the ACW Exhibits Committee and ACW Executive Director. By signing this agreement, the artist/organization agrees to these terms and conditions stated in this document.

Art Center Waco (ACW) is a nonprofit organization that serves as a creative voice in the community for teaching, displaying, promoting, and preserving vital, diverse visual arts that enrich and inspire us all. To enhance its exhibitions, ACW collaborates with artists and creative organizations to bring different artistic perspectives to the public. ACW wishes to retain the person/creative organization identified in this agreement as a partner in an exhibition at and by Art Center Waco. ACW will use their discretion on the manner and time frame the art will be displayed.

The artist/organization is solely responsible for any income taxes associated with the sale of artwork. An IRS form 1099 will be issued for all sales over \$600.

Sale of Artwork: 60/40 Split: The artist is entitled to 60% of the sale price of work sold during the exhibit. ACW will provide notice to the Artist if an artwork is sold. ACW is entitled to 40% of commissions made as a result of the exhibit. Net profit to the artist is subject to sales tax.

Basic Agreement

Exhibition: The artist/Organization is responsible for creating a vision, designing, and selecting objects and materials for the exhibition. The artist/Organization will develop the exhibition under due care, professional standards, applicable law, and this Agreement. The Artist/Organization will collaborate and coordinate with Art Center Waco the Exhibits Committee and the Executive Director concerning gallery space used, the time frame of the exhibition, and programs associated with the exhibition. Exhibitions will be collaborations with Art Center Waco (ACW) and not independently represented by one artist or organization. It is not permitted to pay for the rental of ACW's galleries for exhibition purposes. No artwork may be removed during the exhibition.

Vision: Artist/Organization will communicate promptly with ACW about the vision for the exhibition and selected materials. While ACW seeks to include a variety of artistic ideas and artwork and generally aims to support Artist/Organization's artistic vision, ACW reserves the right to reject a particular theme or material.

Expenses: ACW will bear expenses for the installation of the exhibition, including signage and labels. ACW will also bear expenses for the exhibit opening and closing events, including photo invitations, food, and decor. ACW will work with vendors of its choice and will serve as the point of contact with vendors (printers, caterers, installers, etc.) Artist/Organization will only accrue installation or event expenses with a prior written agreement with ACW and will provide expense information to ACW and reconcile expenses as promptly as possible, but in any case, within 30 days.

Exhibition Location and Hours: The exhibition will be in one of the following galleries unless otherwise stated; the Hulse, Beard, and Smith Galleries at ACW's building at 701 S. 8th Street, Waco, TX 76706. ACW will open the exhibition to the public during regular gallery hours: Tuesdays through Fridays, 11-5 and 10 – 2 on Saturdays. This will be amended as necessary; any changes will be communicated to the Artist/Organization.



Security: The ACW building is unlocked and open to the public during ACW's gallery hours. ACW will provide staff and or docents during all open hours. Artwork is fully insured while in the ACW building.

Opening and Reception: ACW and Artist/Organization will host a public reception for the exhibition on a date and time that is agreed upon.

Promotion: Artist/Organization will cooperate with ACW to develop promotional materials for the exhibition, including, without limitation, initial announcement, website event listing, email alerts, reception invitations, and press releases (collectively, "Promotional Materials"). ACW may edit any Promotional Materials, including any texts written by Artist/Organization. Artist/Organization will not be entitled to inspect or approve versions of any Promotional Materials prior to use by ACW, nor will Artist/Organization be entitled to receive any payment for any such use by ACW. Artist/Organization will inform ACW of any and all press or other inquiries regarding the exhibition. Artist/Organization will provide information (bio, resume, high resolution picture of the artist, three high resolution images of key works to be included in the exhibit, exhibit statement) at least 45 days prior to the opening of the exhibit. Artist/Organization will provide information for exhibit signage and labels at least 30 days prior to the opening of the exhibit. All text-based information should be provided in an editable, digital format.

Credit and Recognition: Artist/Organization's name and contact information will be available to the public through the exhibition and after its completion. Artist/Organization's consent to ACW's use of Artist(s) image, name, or contact information in Promotional Materials and ACW fundraising or other outreach materials. Artist/Organization may identify themselves as the Artist/Organization for the exhibition.

Intellectual Property

Consent to ACW Recordings: Artist understands that ACW may, and may permit the public to, photograph, film, or record the exhibition. Artist authorizes and grants ACW the right to use such photos or recordings in any and all media (including without limitation, website, social media, and publications) to promote the exhibition, and in connection with ACW's fundraising, recordkeeping, and educational activities. Artist will not be entitled to inspect or approve such use, receive notice of such use, or receive any payment for such use.

No Infringement: Artist confirms, represents, and warrants that his or her contributions to the exhibition do not and will not conflict with any agreements with or infringe or violate any rights of any third party, including any copyrights, rights of publicity, trademark, or other common law or statutory intellectual property rights. The artist also agrees to allow Art Center Waco to utilize images and recordings of the artwork and the artist for promotional purposes for the benefit of the exhibit.

Indemnification and Liability

Insurance: Artwork is fully insured by ACW while in the ACW building.

Indemnification: Artist/Organization will defend, indemnify, and hold ACW and its respective directors, officers, employees, volunteers, and agents (collectively, "ACW Parties") harmless from and against all claims, liabilities, losses, damages, expenses, and attorney's fees resulting from Artist's activities under this Agreement. Artist will have no obligation to indemnify any ACW Party to the extent liability is solely caused by an ACW Party's gross negligence or willful misconduct.

Limitation of Liability: Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will any ACW Party be liable to Artist/Organization for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement.



General Provisions

Independence: Artist/Organization is and will be operating independently regarding this exhibit. Artist/Organization will have control and sole responsibility for the planning, management, and implementation of Artist/Organization activities under this Agreement. Artist/Organization is not an employee or contractor and therefore will not be entitled to any benefits that ACW makes available to its employees. Nothing in this Agreement creates an employment, partnership, joint venture, or similar relationship between Artist/Organization and ACW for any purpose. ACW will have no obligation to retain Artist/Organization for any future exhibition. Each exhibition is a case-by-case situation.

Entire Agreement: This Agreement expresses the final, complete, and exclusive agreement between Artist/Organization and ACW, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Artist/Organization and ACW relating to its subject matter.

Artist/Organization may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of ACW.

Amendment: This Agreement may be amended only as stated in and by a writing signed by both Artist/Organization and ACW which recites that it is an amendment to this Agreement.

Severability: If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

Waiver: Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

Assignment: Artist may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of ACW.

Catalogue of Work: Artist/Organization must provide a catalogue of work for the exhibit this agreement pertains to. Any pieces of artwork must be listed and identified as defined by the Catalogue of Work Attachment. It is the responsibility of the Artist/Organization to fill this out in its entirety.

This document creates a legal contract between ACW and Artist (“Agreement”). By signing below, Artist confirms that Artist understands and agrees to the terms of this Agreement.

Art Center Waco, Executive Director Signature

Date

Artist Signature

Date