

February 2, 2015

## LETTER OF AGREEMENT FOR EXHIBITION

This letter of agreement is between the City of Gladstone Arts Commission and Constance Legler Smith artist, for the purpose of a single artist exhibition as follows:

Exhibition title/Gallery: Artist Name Here, Gladstone Art Display Space Gallery

Exhibition date:

Opening reception date:

**Please read this agreement carefully. An executed (signed and dated) copy of this agreement must be postmarked no later than «Agreement\_Due» or the agreement will be void and the offer of an Exhibition will be withdrawn.**

The City of Gladstone Arts Commission agrees to provide exhibition space within the Gladstone Community Center for exhibition of the Artist's accepted works for the period of \_\_\_\_\_ to \_\_\_\_\_. The Exhibit will be conducted and governed by the provisions of the ***Gladstone Community Center Public Art Space Exhibit Operating Policy***, which is attached to this Agreement and made a part of this contract between the Gladstone Arts Commission and the Artist. While the City of Gladstone Arts Commission wishes to provide the artist(s) artistic control of their exhibition, the City of Gladstone Arts Commission reserves the right to reject for display any work deemed unsuitable for exhibition, including but not limited to work that is unstable or unsafe for exhibition or work that is a hazard to the public. Acceptance or rejection of a work will be at the sole discretion of the Arts Commission and all such decisions shall be final.

The City of Gladstone Arts Commission reserves the right to photograph any artwork displayed for the purpose of documentation and/or reproduction in publicity materials.

The City of Gladstone Arts Commission will take the greatest care in handling all artwork; however, neither the City of Gladstone nor the Gladstone Arts Commission, or the respective officers, members, employees or volunteers of either entity shall be responsible for loss of or damage to artwork displayed in the Gladstone Community Center, regardless of the cause of such loss or damage, including loss or damage caused by the negligence of the City of Gladstone, the Gladstone Arts Commission or the respective officers, members, employees or volunteers of either entity.

The Artist agrees to provide an Inventory Sheet listing title, medium, dimensions and retail price or insurance value (if not for sale) for each artwork, prior to the delivery of the exhibition. All insurance coverage is the responsibility of the artist.

The Artist will exhibit the artwork represented in their accepted proposal. Artworks that differ significantly from the artworks accepted by the Arts Commission must be presented to Gladstone Arts Commission for acceptance at least four months prior the exhibition commencement date. The Gladstone Arts Commission reserves the right to refuse to exhibit works that have not been accepted for display.

The Artist represents to the Gladstone Arts Commission that the Artist owns the artwork and that the artwork does not infringe any copyright or other rights of any third party, and the artist agrees to indemnify, defend and hold harmless the City of Gladstone, the Gladstone Arts Commission and the

respective officers, members, employees and volunteers of each entity, from any liability, damage, cost or expense (including reasonable attorneys fees) in the event that any third party claims that the artist's artwork infringes any copyright or other right of such third party.

The following deadlines are established by the Gladstone Arts Commission for the Exhibit to be presented under this Agreement:

**Signed agreement due** \_\_\_\_\_

**Delivery and installation dates:** \_\_\_\_\_

**Pick up date for art work:** \_\_\_\_\_by appointment

The following special stipulations are agreed to by Gladstone Arts Commission and the Artist and will prevail over any conflicting printed provisions of this agreement: [if none, indicate "None"].«Special\_Stipulations»

Special Stipulations Accepted:

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

By City of Gladstone Arts Commission: \_\_\_\_\_

Gladstone Arts Commission:

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

The parties agree to comply with the terms and conditions of this Letter of Agreement For Exhibition.

\_\_\_\_\_  
«First\_Name» «Last\_Name», Artist Date: \_\_\_\_\_

Artist's Information:

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

Artist Address\_\_\_\_\_

Please make any necessary corrections on the copy you return. **Notify the City of Gladstone Arts Commission immediately if your telephone number or address changes.**

«Contract\_Merge\_Form\_Name»  
«Todays\_Date»