



## BIG ARTS EXHIBITORS CONTRACT PHILLIPS GALLERY

This contract for exhibition of original artwork by and between \_\_\_\_\_ (hereinafter referred to as "Artist" and Barrier Island Group for the Arts (hereinafter referred to as "BIG ARTS")) was entered into this \_\_\_\_\_.

1. Artist agrees to exhibit original artwork. The exhibit will be representative of the artist's work previewed by the Visual Arts Committee. The work will be on display from January 3, 2019 to January 27, 2019.
2. Artist agrees to provide work that is ready for exhibition including any two-dimensional work framed and ready to hang. BIG ARTS will not accept two dimensional work that does not have a wire securely fastened to the back with screws. No photo frames, triangular hangers or saw tooth hangers will be accepted for two dimensional pieces. Work that is not framed should have finished or painted sides.
3. Unless otherwise arranged, the artist will be responsible for transporting the exhibit to and from BIG ARTS. Artist will arrange for delivery of work to the BIG ARTS Center on Wednesday, January 2, 2019.
4. Artist agrees to list work submitted for exhibition on an inventory sheet. Artist will clearly identify each work's title, medium, and dimensions. Artist will provide retail prices for each piece submitted. Work that has been shown in any previous BIG ARTS exhibit may not be included in this exhibition. BIG ARTS and the Visual Arts Committee retain the right to exclude individual pieces from the exhibition.
5. BIG ARTS agrees to pay the artist 60% of the retail price of any work sold. BIG ARTS shall receive a commission of 40% of the retail price of each work. Payment will be made to the artist (at the address indicated on this contract) at the close of the exhibition. A copy of the inventory with notations of works sold may be requested. BIG ARTS collects and remits sales tax on your behalf.
6. Artist must fill out a W-9 form and a current Exhibitors Contract to receive payment for sold works.
7. Artist agrees to pay BIG ARTS the aforementioned 40% commission from any sales directly resulting from this exhibition within 30 days following the end of the exhibit. Artist agrees not to enter into private negotiations for sale of the work during the exhibition.
8. Artist will provide photographs or any other supporting material about artist and the work. Artist gives BIG ARTS permission to use photographs of artwork on exhibit or provided by artist for publicity purposes. BIG ARTS reserves the right to photographically reproduce work for promotional purposes. BIG ARTS will promote the exhibition as it deems appropriate. Promotion may include announcements, direct mailings, press releases and/or other publicity.
9. Artist agrees to be available for interview and other inquiries regarding the event as much as two months prior. Interviews are primarily for purposes of press releases and email blast content. Artist will be provided the opportunity to review any quotes or other content derived from said interview, and will respond to BIG ARTS in a timely manner.
10. BIG ARTS Marketing Department cannot guarantee the inclusion of any changes or edits to content that is provided with less than six weeks lead time.

11. BIG ARTS will host an opening reception on Friday, January 4, 2019, from 5:30 – 7:00 pm. Artist shall make every effort to be present at the reception for the exhibit. Artist maybe asked to briefly talk about the exhibit.
12. Artist agrees not to remove any work from the exhibition prior to the closing date.
13. BIG ARTS will exercise the care in respect to the property exhibited as it does in safeguarding its own property but does not accept responsibility for the loss or damage to the artist's work while on exhibit. The artist hereby agrees to release and hold BIG ARTS and its agents (including staff and volunteers) harmless from any liability for damage resulting from loss or damage to the artist's work. For purposes of this Agreement, the phrase "loss or damage" encompasses, but it is not limited to, theft by third persons, mistaken labeling, damage by a guest or patron, or damage due to environmental conditions. Insurance for any loss or damage is the sole responsibility of the artist.
14. Artist agrees to pick up unsold work on Monday, January 28, 2019, unless otherwise negotiated with the gallery director in advance of this date. BIG ARTS is not responsible for unsold work beyond this date. Any unsold work not picked up within 30 days of the pickup date is considered an unrestricted gift to BIG ARTS and may be used or disposed of as BIG ARTS deems appropriate.
15. The property listed on exhibit to BIG ARTS will be returned only to the owner or to an authorized agent or representative of the owner or, in the event of the death of the owner, to the authorized legal representative of the estate of the owner. The owner is obligated to notify BIG ARTS of any change of address.
16. BIG ARTS may request removal at any time of the listed property by sending written notice by certified mail to the owner at the address in this Agreement (or to the last change of address sent by the owner to BIG ARTS) or via email. If the owner does not withdraw such property within thirty (30) days of the notice, then the institution shall have the right to dispose of the property in any manner that BIG ARTS may elect and, if BIG ARTS stores the property, to charge reasonable storage fees for the artwork and to have and enforce a lien for such fees. If, after six (6) months, the property still has not been withdrawn, and in consideration for its storage and safeguarding during this period, the property listed shall be deemed an unrestricted gift to BIG ARTS. Nothing in this paragraph, however, shall change the risk of loss, which shall remain with the artist.

The parties agree that this is the entire agreement between the parties concerning the matter addressed herein and all prior written or oral negotiations and agreements are merged herein. Any modifications or amendments to this agreement must be in writing and signed by all parties. A signed copy of this contract must be returned to BIG ARTS, 900 Dunlop Road Sanibel, Florida 33957.

ARTIST NAME (please print) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ ALT. PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_ ATTENDING RECEPTION? \_\_\_\_\_

ARTIST SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_