

This agreement is between:

Township Community Arts Council (TCAC) Gallery Splash!

Esquimalt Town Square – 503 Park Place. Esquimalt, B.C.

townshiparts@gmail.com

and

Artist: ARTIST NAME HERE

Address:_____

Phone:_____

Email:_____

Website/Blog:_____

This agreement is in effect from (date): DATE HERE to DATE HERE

The undersigned Artist has read, understands and agrees to all Terms and Conditions noted below.

SIGNED IN AGREEMENT this **DATE** day of **MONTH**, **YEAR**:

Renee Toffley

Artist (ARTIST NAME)

for Gallery Splash! (Renee Toffley)

Original signature required

Terms and Conditions

1. Agreement to Exhibit:

- (a) The Artist agrees to exhibit with Gallery Splash! under the following terms. All exhibited works remain the property of the Artist. Gallery Splash! retains the right to amend dates shown below.
- (b) Exhibition Dates: from DATE HERE to DATE HERE
- (c) Hanging Date: **DATE HERE** (start time to be confirmed: 10:30 am 12 pm)
- (d) Take-Down Date: **DATE HERE** (start time to be confirmed: 10:30 am 12 pm)
- (e) Attached to this agreement is an Exhibition Inventory Detail. (See Attachment 1)

2. Pricing:

- (a) The sale price of exhibited works is determined by the Artist.
- (b) The sale price cannot be changed during the exhibition.

3. Sales:

- (a) Gallery Splash! is not a point of sale . Sales of artwork will be managed by the artist. TCAC will not engage in any part of the sale process.
- (b) The artist will provide contact information that will facilitate purchase of artwork. This information will be displayed at the exhibition space. Artists are responsible for delivery of artwork to buyers.
- (c) Work will remain on-site for the duration of the exhibition (until **DATE HERE**), after which time the Artist is responsible for contacting buyers and arranging pick up/delivery of purchased artwork.
- (d) A detailed list of sales, including numbers of units and prices will be provided to the TCAC at the end of the exhibition.
- (e) All sale proceeds will be retained by the Artist.

4. Withdrawal:

(a) There are no provisions for withdrawal of artwork from the exhibition. All artworks must remain in place for the duration of the exhibition.

5. Condition & Framing:

- (a) All exhibited works must be received by the Township Community Arts Council, Gallery Splash! in good condition;
- (b) Gallery Splash! reserves the right to refuse works if presented damaged, unframed or not ready for hanging;
- (c) All works must be presented framed and ready for hanging according Gallery specifications (D-Rings affixed 2 inches from the top corners of artworks); Gallery Splash! reserves the right to refuse work based on framing;

6. Loss:

- (a) There is no provision for insurance relative to artwork, supplies or equipment of any kind during the exhibition.
- (b) The Artist acknowledges and agrees that the TCAC and Aragon Properties are exempt from any and all responsibility or liability for lost, stolen or damaged art work, supplies and equipment.

7. Storage and Wear:

- (a) Gallery Splash! will care for and store all consigned works to the best of its ability.
- (b) Gallery Splash! will not be held responsible for reasonable wear and tear over time through the storage, hanging and moving of exhibited works.
- 8. Shipping: The Artist is responsible for all costs and arrangements of shipping and receiving of consigned works to and from Gallery Splash! at the address noted on this agreement.

9. General:

- (a) The Artist is required to provide Gallery Splash! with updated contact information including phone number, email address and mailing address within one week of changes to said information.
- (b) The Artist is required to supply Gallery Splash! an updated Artist Statement for use by the Township Community Arts Council for promotional purposes
- (c) The Artist is permitted to promote the exhibited works on their website or blog, and to include placement of a link to the TCAC website. (www.townshiparts.org) The TCAC logo must be prominently shown.
- (d) The Artist permits TCAC to display the exhibited works online; the Artist is required to provide high quality jpeg images of the exhibited works unless otherwise agreed to be provided by Gallery Splash!.
- (e) The TCAC encourages artists to use all possible methods to help protect the environment and support a sustainable approach to arts and culture.
- 10. Exhibited works covered in this agreement will include title, size, medium, price and the exhibition date as an addendum to this agreement.

11. End of Agreement

(a) This agreement ends on "take down" date of the exhibition, as noted in this document.

PERMISSION FOR USE:

12. Web: TCAC and Gallery Splash! may promote Artists' exhibited works in a protected online photo archive, and possibly in print advertising using high quality jpeg images, as provided by the Artist under 9(d). Please sign here to agree to have images of your consigned work promoted online and in print.

Artist Signature: _____ Date: _____ Date: _____

Title	Exhibit #	Size (inches)	Medium	Price	Date returned

Attachment 1 - Exhibition Inventory Detail – More space may be added by the Artist

(THIS INVENTORY MUST BE FORWARDED TO RENEE POFFLEY 7 DAYS IN ADVANCE OF THE EXHIBITION)