



Artists' Agreement

2016-17

This agreement is made by and between Carnegie Mellon University operating Future Tenant (the "Gallery")

AND

_____ (the "Artist")

Address: _____

City: _____ State: ____ Zip: _____

Telephone: (____) ____ - _____

E-mail: _____

Website: _____

WHEREAS, the Gallery desires to obtain the works of the Artist for exhibition; and

WHEREAS, the Artist wishes to present his/her works in an Exhibition, as defined below.

NOW THEREFORE, with the foregoing recitals being hereinafter incorporated by reference and deemed an essential part hereof, and intending to be legally bound hereby, and for other good and sufficient consideration, the receipt whereof is hereby acknowledged, the parties mutually agree as follows:

1. EXHIBITION INFORMATION:

The exhibition title: “She Called It A Bug”

The exhibition opening on 12/10/16 and closing on 01/14/17

Gallery Hours: Online Exhibition

Community Events: First Night—12/31/16

2. ARTIST’S RESPONSIBILITIES

- a. **Exhibition-ready work.** Artist agrees to provide work that is ready for exhibition. Wall and suspended art must have suitable means for hanging. Free standing art must be stable. Interactive or technical work must be fully functional. The artist agrees to repair incomplete or nonfunctional work within 24 hours of notification by Gallery. Work not repaired by this time will be removed from the exhibition.
- b. **Exhibition Requirements.** Artist will provide detailed information of any specific requirements for the successful exhibition and installation of the work for review by the Gallery. Any requirements must be negotiated and received by the Gallery no longer than 4 weeks prior to the exhibition start date. Artist will supervise interactive work for the duration of any opening or event.
- c. **Delivery and Inventory.** Unless otherwise agreed upon in writing, it is the sole responsibility of the Artist to arrange transportation of work to and from the Gallery. The Artist is responsible for any damage of the work during transportation, unpacking, or removal of the work. Artist agrees to provide a list of work submitted for exhibition. Artist will clearly identify each work by title, media, dimension, and description. The Gallery reserves the right to exclude individual works or any part thereof from the exhibition.
- d. **Installation.** Artist agrees to complete installation of work the day before the exhibition opening, **12/10/16**, and complete de-installation by **1/14/17**. Artist will work with the appropriate Future Tenant staff in the setup and display of the artwork. The Gallery retains the right to final curatorial and installation decisions and the Gallery reserves the right to refuse to accept any work that is too fragile, poorly crafted, expensive or difficult to exhibit or store.
- e. **Removal.** Artist agrees not to remove any work from the exhibition prior to the closing date. Artist agrees to collect work by **1/21/16** unless otherwise negotiated with a gallery director in advance of this date. The Gallery is not responsible for uncollected work after this date. Any work that is not collected within 30 days of the pickup date is considered a donation to the Gallery and may be used or disposed of as the Gallery deems appropriate.

- f. **Events.** Artist agrees to make every attempt to be present at the reception from **6PM - 9PM** on **01/14/17**.
- g. **Reproduction and Promotion.** Artist agrees to provide an official artist statement, bio, information for labels, high-resolution images, and/or any other supporting material to the Gallery by **10/17/16**. Artists agrees to an interview with Future Tenant (in person or by email).
- h. Artist grants permission to the Gallery to photograph and/or reproduce works and submitted information and images for educational, promotional, and archival purposes. The Artist agrees to not create their own social media event(s) for the exhibition. The Gallery shall have the exclusive right to create all social media events related to the exhibit.
- i. **Facilities.** The Artist will be put on the key list for the duration of the install and de-install periods. The key may be picked up from the Benedum Center Stage entrance with a valid photo ID. The key should be picked upon arrival at the space and **must** be returned when done each day. The artist may **NOT** keep the key for the duration of the exhibit.
- j. Artist is to **NEVER** leave the space unlocked or unattended.
- k. Smoking and the use of any illegal substances anywhere on the premises (including the bathroom) are strictly prohibited.
- l. The Artist may only access the main floor of the building unless otherwise given permission by a Future Tenant staff member.
- m. The Artist agrees to leave the space in the same condition as it was found.
- n. The Artist represents and warrants that they are the creator of all works to be displayed and represents and warrants that they possess unencumbered title to the artwork and that they have full authority to enter this agreement. Work intended for this exhibition shall not be pre-sold by the Artist unless otherwise agreed to in writing by the Parties.

The Artist will defend, indemnify and hold harmless Gallery, Gallery's trustees, officers, employees, attorneys, agents, successors and assigns ("**Gallery Parties**") from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees and costs) incurred by and/or imposed upon any and/or all Carnegie Mellon Parties in connection with any claim, suit, action or demand arising out of or relating to: (a) Artist's negligence or willful misconduct; (b) any injury to persons or damage to property caused by the Artist's activities under this Agreement (including, but not limited to, injury to persons or damage to property incurred by Artist or Artist's employees); (c) allegations that the Deliverables infringe and/or potentially infringe on any third party's intellectual property rights; and/or (d) a breach of this Agreement by Artist.

3. SALE OF WORK AND INSURANCE

- a. Should the Artist decide to put their artwork for sale, the Artist must notify the Gallery in writing at least four (4) weeks prior to the exhibition opening and provide prices for individual artwork. The Gallery shall be entitled to 20% of the sale of any work purchased in the space, after any University fees or deductions. Given the nature of Future Tenant's financial system under Carnegie Mellon University, payment to the artist will be made through the university's payment system.
- b. The Artist is responsible for filing of taxes incurred with the receipt of payment.
- c. Artist shall provide adequate insurance to cover artwork or any other objects and will not be responsible for any loss or damage that may occur while the work is on display, in storage, in transit, or that is a result of poor construction or design. The Artists hereby agrees that the Gallery shall not assume responsibility for any damage done to the work by fire, damage sustained during transportation or storage or any other damages resulting in partial or total loss. The Artist is encouraged to obtain an insurance policy at their own expense.

4. ALCOHOL AND REFRESHMENTS

- a. The Artist may provide their own refreshments and beverages as desired for the reception and/or community events at Gallery.
- b. If alcohol is desired at a public event, Gallery will provide alcohol to be served ONLY by a Gallery staff member or person(s) designated by Gallery staff.
- c. Under no circumstances may alcohol be brought onto or consumed on premises without the presence and approval of a Future Tenant staff member in writing. Under no circumstances shall alcohol be sold on premises.

5. CONTINGENCIES

Artist agrees to comply with any and all facility access, use and/or security guidelines and/or procedures including but not limited to, the provisions of this Agreement as well as the attached 819 Penn Avenue Facilities Policies. Gallery reserves the right to expel (or refuse entry to) the Artist or any designee of the Artist any property owned or leased by Gallery in Gallery's sole discretion. Gallery may, in the event of the Artist's breach of any Policies set forth herein, cancel or halt any and all public events.

6. MISCELLANEOUS

This Agreement supersedes all prior written and oral agreements of the Parties and may be changed only by a writing signed by both Parties. If any term of this Agreement is held to be illegal or unenforceable, such holding shall not affect the other valid terms of this

Agreement. Any dispute under this Agreement shall be resolved by the Parties through binding arbitration in accordance with the guideline set forth by the American Arbitration Association.

A signed copy of this agreement form must be returned to Future Tenant, 819 Liberty Avenue, Pittsburgh, PA 15222, by **10/17/16** to ensure the exhibition dates.

I have read the conditions outlined above and agree to them.

Artist Name

Artist's Signature

Date