

Halle Cultural Arts Center
Artist/Gallery Contract

This **Agreement** is made on _____ (date), by and between _____ (the “**Artist**”) and the Town of Apex (“**Town**”), for the exhibition of art at the Halle Cultural Arts Center (the “**Gallery**”), located at 237 North Salem Street, Apex, NC 27502. The artworks exhibited at any time pursuant to this Agreement are hereinafter collectively referred to as the “**Works**” or “**Work**” and refers specifically to those artworks listed on the attached Inventory of Works (“**Inventory**”).

1. Term and Termination. The term for the exhibition of the Works under this Agreement shall begin when the Work is delivered to the Gallery as specified below. Either party may terminate this Agreement upon seven (7) days advance written notice. On termination, the Artist shall promptly remove the Works from the space.

____A. Continuous Exhibition. The Works will be kept exhibited on the walls or in other display areas while events are occurring in the Gallery space, when the Gallery is otherwise open to the public, or by appointment at reasonable hours at the request of the Artist. The placement of the Works and times of the exhibit shall be at the sole discretion of the Gallery. The Works shall be delivered by the Artist to the Gallery on _____ (time and date) and displayed thereafter until _____ (date, or, if “open”, until the display period is terminated by the Artist or the Gallery).

~~___X___~~ B. Show or Event. The Works will be exhibited on the walls or in other display areas for an event by the Gallery entitled Pastel Society of NC, beginning Aug 24th, 2010 (date) and ending Sept 25, 2010 (date). The placement of the Works shall be at the sole discretion of the Gallery or the Show sponsor, and the times of the display shall be in accordance with those of the scheduled event. The Work shall be delivered by the Artist to the Gallery before the event and removed from the Gallery by the Artist at the end of the event or as set forth under option A if also selected.

2. Exhibition. The Gallery shall provide for exhibition of the Works listed on the Inventory. Additional Works may be incorporated into this Agreement at such time as both parties agree to the exhibition of other Works and such Works are listed on the Inventory. All Inventory sheets shall be signed by the Artist and Gallery and shall include a description of and agreed upon “Value” and “Retail Price” for each Work exhibited. Artists shall collect all of their unsold Work by the end of the exhibition period stated above. Failure to do so shall result in the imposition of storage and handling charges to the Artist, with all risk of loss to the Artist, and after fifteen (15) days gives the Gallery the right to discard or otherwise dispose of uncollected Work.

3. Delivery. Delivery, including packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Works

from the Artist to the Gallery and from the Gallery to the Artist shall be the responsibility of the Artist. Similarly, any unsold Work shall be removed by the Artist, at the expense of the Artist.

4. Prices and Commissions. The Gallery shall receive a commission of 30% percent of the retail price of each Work sold. Artist is responsible for collecting all funds for Works sold and paying commission to Gallery. Gallery shall not collect funds for Work sold. Where discount sales are approved by the Artist, the discount shall be treated as a reduction in the price, and the Gallery's commission shall be computed on the discounted price.

5. Payments. The Artist shall pay the Gallery commissions due within thirty (30) days of sale.

6. Accounting. The Artist shall provide the Gallery an accounting upon the Gallery's request. Each accounting shall list each Work exhibited and its disposition, and shall state for each Work sold during the accounting period: the title of the Work, the date of sale, the sale price, the name and address of the purchaser, and the amounts due the Gallery and the Artist. A final accounting shall be provided within ten (10) days of expiration or termination of display term.

7. Warranty. Artist hereby warrants that the Artist possesses sole unencumbered title to the Works, that the Works are original and do not infringe upon the work of any other person, that the Works are free of all liens, and that their descriptions are true and accurate. This warranty will survive termination of this Agreement and the Artist agrees to hold the Gallery harmless against any cost resulting from a breach of this warranty. Furthermore, the Artist warrants to the Gallery that the Artist shall not, during the term of this Agreement, grant any lien or security interest in the Work to any other person or entity or encumber the Work in any manner, or permit or allow such lien, security interest, or encumbrance to remain against the Work.

8. Responsibility for Loss or Damage. The Gallery shall be responsible for losses up to \$200.00 for each individual lost, stolen or damaged Work while the Work is on display at Gallery. Gallery shall not be responsible for losses which occur while Work is in transit to or from the Gallery. Gallery shall not be responsible for other losses including but not limited to indirect, incidental or consequential damages. For Work valued above \$5,000.00, Artist shall provide proof of insurance against risk of loss. Artist waives all rights of subrogation against the Gallery, Town of Apex, its employees, agents, council members and insurers for damages to the Work to the extent that such damages are covered by the Artist's insurance.

9. Security Interest. The Artist has title to and security interest in any Works exhibited or proceeds of sale under this Agreement. Title to all Works shall directly pass from the Artist to a purchasing party, except that title to Work purchased by the Gallery shall pass only upon full payment to the Artist. The Gallery shall not pledge or encumber

any Works of the Artist in its possession, nor incur any charge or obligation in connection therewith for which the Artist may be liable.

10. Assignment. This Agreement shall not be assignable by either party.

11. Modifications. All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between parties hereto.

12. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Artist _____

Date: _____

Gallery Representative _____

Date: _____

