

Standard Art Exhibition Agreement

Artist Information (Name, address, and phone number)

Display Location: Pleasant Hill Recreation and Park District (PHRPD) Senior Center – 233 Gregory Lane, Pleasant Hill, CA 94523

I, _____, hereby enter into the following agreement:

1. *Agency: Purposes.* The artist appoints the display for the purposes of exhibition and sale only. EBAG shall not permit the Artworks to be used for any other purposes without written consent of the artist.
2. *Exhibition.* Pleasant Hill Recreation and Park District accepts for exhibition and sale only, those Artworks listed on the attached "Inventory Sheet" and is part of this agreement. All Inventory Sheets shall be signed by Artist and EBAG Representative.
3. *Warranty.* The artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. *Duration of Exhibition.* The artist and PHRPD/EBAG agree that the initial term of the exhibition for the Artworks is to be _____, and that the Artist does not intend to request their return before the end of this term. Thereafter, exhibition shall continue until the artist or PHRPD/EBAG requests the return of any or all of the Artworks. All parties shall comply and respond promptly to these requests.
5. *Transportation Responsibilities.* Packing, transportation of, handling of expenses and risk of loss or damage incurred in the delivery of the Artworks from the Artist to EBAG and EBAG to Artist, shall be the sole responsibility of the Artist.
6. *Responsibility for Loss or Damage.* EBAG shall be responsible for the safekeeping of all Artworks while they are in their custody. Additionally, the Artist is responsible for insuring the Artwork/s.
7. *Fiduciary Responsibilities.* Title to each of the Artwork/s remains in the name of the Artist until the Artist has been paid the full amount owing to him/her for the Artworks, then title passes directly to the purchaser. All proceeds from the sale of the Artwork/s shall be held in trust for the Artist.
8. *Removal from Display.* The Display shall not lend out, remove from the premises, or sell on approval any of the Artworks without first obtaining written permission from the Artist.
9. *Reproduction.* The Artist reserves all rights to the reproduction of the Artwork/s except as noted in writing to the contrary. PHRPD/EBAG may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. In every instance of such use, the artist shall be acknowledged as the creator and copyright owner of the Artwork/s. As noted above, all rights to reproduction of the work/s of art identified herein are retained by the Artist.
10. *Termination of Agreement.* Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either PHRPD/EBAG or the Artist, by means of written notification of termination from either party to the other. In the event of the Artists' death, the estate of the Artist shall have the right to terminate this Agreement. Within thirty (30) days of the notification of the termination, all unsold Artworks shall be returned to EBAG.
11. *Procedures for Modification.* Amendments to this Agreement must be signed by both Artist and PHRPD/EBAG and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.
12. *Miscellany.* This Agreement represents the entire Agreement between the Artist and PHRPD/EBAG. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be constructed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of PHRPD/EBAG, whether by operation of law or otherwise, without the prior written consent of the artist.
13. *Choice of Law.* This Agreement shall be governed by the law of the state of California.

(Signature of Artist)

Date

(Signature of Authorized Representative of EBAG)