

Agreement to Exhibit Artwork through New Hampshire Art Association

As an artist exhibiting your work through New Hampshire Art Association (NHAA), you agree to the following:

1.The NHAA will exhibit your Artwork(s) for sale to the public at an exhibition at the Robert Lincoln Levy Gallery, 136 State Street, Portsmouth , NH 03801 (NHAA Gallery), or at one of its satellite exhibition locations in the state of New Hampshire and/ or on the NHAA website (<https://www.nhartassociation.org/>). NHAA may use or publish images of your Artwork to promote the art exhibits, future call for entries, videos, or the gallery. Selected Artwork may be included in the NHAA online gallery, press releases, on the NHAA Facebook Page, Instagram, or other social media sites. You retain the copyright to all consigned Artwork in perpetuity, as governed by law. You also agree to fulfill your artist responsibilities as set forth in the Exhibition prospectus.

2.The Artwork(s) you submit to be exhibited by NHAA refers to artworks that NHAA has agreed to present to the public for sale through an NHAA exhibition, online at the NHAA website, or both. You set the retail sales price for each Artwork. If a buyer has a question regarding price, NHAA will contact the artist and obtain the artist's agreement before agreeing to any price adjustment. NHAA will make reasonable efforts to sell your Artwork. If any additional information or documentation is requested by NHAA to facilitate a sale, you agree to provide it in a timely fashion. The percentage commission paid to the NHAA and the percentage paid to you after a sale is listed in the Exhibit Prospectus. The NHAA will pay you the net proceeds of a sale of your Artwork within forty- five (45) days of the date of sale.

3.NHAA exhibits only original works of art by the artist or professional quality prints (giclees) of original works by the artist, when allowed in the Exhibit Prospectus. Customers who purchase art from a professional art association, such as the NHAA, should receive Artwork that is framed and finished in a professional manner, and labeled as described in the NHAA Exhibit prospectus. NHAA presentation and framing policies apply to all NHAA exhibitions whether offered for sale in a Gallery or for sale online. You agree that your Artwork meets these standards of quality and originality. You must be the original creator and sole owner of all Artworks consigned under this Agreement as listed the *Consignment Agreement*. It is your responsibility to abide by current trademark and copyright laws. Copyright infringement will result in the loss of NHAA membership status and the right to exhibit in the future at NHAA.

4. You agree that NHAA is the exclusive agent for the exhibition and sales of Artworks listed *in the CONSIGNMENT AGREEMENT*, for the duration of the exhibition. NHAA has the right to represent submitted Artwork in the subsequent sale of the Artwork by the NHAA. If a buyer expressed an interest in that Artwork during its NHAA exhibition or online offering by the

NHAA and the sale is completed within six months after the end of the NHAA exhibit or online offer for sale, NHAA is entitled to its commission per the exhibit prospectus. You agree to either have NHAA process the sale, or you will promptly remit payment of the commission to the NHAA along with documentation of sale.

5. Buyers of Artwork are responsible for payment of any shipping charges and sales taxes. NHAA will determine the terms of payment by the buyer. The Artwork will not be released by the NHAA to the buyer until full payment is received.

6. You are responsible for picking up unsold Artwork at the end of the exhibition at the place and time designated by NHAA on the NHAA website or in the Exhibition Prospectus. If you are unable to pick up your unsold Artwork at the designated place and time, you must notify the NHAA on or before the pickup date and make alternative arrangements to pick up your Artwork within seven (7) days of the designated pick up date. Any Artwork left with NHAA eight (8) or more days after the designated pick up date will be subject to a \$10.00 per day storage fee per piece. Any Artwork left with NHAA for more than 15 days after the designated pick up date becomes the property of the NHAA. You retain ownership of your Artwork until the Artwork is sold or abandoned.

7. The NHAA is not liable for any injury, loss, damage, theft or disappearance of your Artwork and does not maintain insurance for your Artwork on consignment with the NHAA. If you choose to do so, it is your responsibility to maintain insurance for your Artwork while it is in the NHAA's possession.

8. The term of this Agreement begins when you submit Artwork to NHAA for exhibition. You may sign this Agreement in writing at the NHAA Gallery, or electronically by executing the Agreement online, or by signing the consignment sheet when you drop off your work. Any changes to this agreement must be in writing and signed by both parties. This Agreement is governed by the laws of the State of NH.

By signing this Agreement, you agree to the terms contained in this Agreement.

Signatures: Signed by:

_____ (The Artist) On _____ (date) and

_____ (The NHAA) On _____ (date)