



**Red Brick Center for the Arts**  
110 East Hallam Street, Suite 118  
Aspen, CO 81611  
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[redbrickarts@cityofaspen.com](mailto:redbrickarts@cityofaspen.com)

### Exhibition Agreement

This **EXHIBITION AGREEMENT** is by and between the **Red Brick Center for the Arts (hereinafter referred to as RBCA) and the "Artist"**, as signed below. All information is required.

Artist Name: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

Mailing address: \_\_\_\_\_ City \_\_\_\_\_

Email: \_\_\_\_\_

**Please acknowledge your understanding and acceptance of the Exhibition Agreement and requirements by legibly filling out information and signing above. This application must be completed, signed, and returned to RBCA at the address and/or email above. By having your work installed at RBCA you agree to the terms of this agreement.**

#### TERMS

- a. Any modification of this Exhibition Agreement must be in writing, agreed to and signed by the Artist and RBCA.
- b. This Exhibition Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action at law or equity shall be in Pitkin County, Colorado.
- c. Any gender references to "he" or "she" herein shall be deemed to be a reference to either "he" or "she" as the text so implies.

#### ELIGIBILITY

- a. Colorado Juried Exhibition is open to Artists living in the state of Colorado to submit an entry for consideration for acceptance into the exhibition.
- b. To be considered for the exhibition, Artists must complete the submission form found on RedBrickAspen.com or may request a paper form from RBCA office. Complete submissions must be received by deadline or will not be considered.
- c. Artist can submit up to 3 pieces of artworks created within the last 3 years and not previously exhibited at RBCA.
- d. Non-refundable \$25 entry fee per artist paid at time of exhibition submission.
- e. Jurors will make the selection for the exhibition, and all decisions made by the Jurors are final.

## **ARTWORK SALES**

A 35% commission is charged on all sales. RBCA will process all sales for artwork installed in the gallery. All sales must include 9.3% tax added to the cost of the work. RBCA will remit the taxes to the State and City and will pay out the 65% earnings to artists by 30 days following the exhibition's end. **For any artist whose artwork sold, they must submit a signed W9 and Vendor form to RBCA. RBCA will not issue payment to the artist until they have received a signed W9 and Vendor form. RBCA will give Artist W9 and vendor form to complete.**

## **GALLERY INDEMNIFICATION**

The Artist acknowledges and agrees that RBCA is a public building and that free access to the public is provided between the hours of 9AM and 5PM, Monday thru Friday, excluding Federal Holidays. The Artist agrees and acknowledges that the hours shall be no other, unless agreed to by RBCA.

The Artist acknowledges and agrees that RBCA is not patrolled nor monitored by a security system. The Artist assumes all risk associated with exhibiting his artwork in RBCA. RBCA does carry insurance on artwork displayed. The Artist acknowledges and agrees that RBCA, its members, employees, and City of Aspen shall not be responsible for providing security for the artwork on display in RBCA.

The Artist indemnifies and holds harmless RBCA, its members, employees and City of Aspen from and against all loss, claims, damages, liability, demands and lawsuits arising out of the exhibition of his/her artwork in RBCA by the Artist and his/her guests or visitors.

If RBCA its members, employees or City of Aspen are made parties in a lawsuit, arbitration proceedings or mediation involving the exhibition of his/her artwork or his/her use of RBCA, or RBCA's use by his/her visitors or guests. The Artist shall be responsible for all costs incurred, including attorney fees, by RBCA, or its members, employees or City of Aspen in such lawsuit, arbitration proceedings, or mediation.

## **INSTALLATION AND EXHIBITION REQUIREMENTS**

**Artworks:** Artworks exhibited must not demonstrate eroticism and must be suitable for all viewers. If there are any questions concerning the suitability of the artwork please contact the Executive Director. RBCA reserves the right to reject any artwork on the day of the installation. In addition, the artwork(s) shown in the exhibition may not differ from the artwork(s) submitted in the artist's original application to RBCA. Artwork must have been created within the last three years, and not previously exhibited at RBCA. Artworks accepted into the exhibition cannot be withdrawn from the exhibition prior to end of exhibition date.

**Reproduction of Artwork:** Artist agrees to give RBCA permission to reproduce artwork in the exhibition for publicity and marketing purposes.

**Artwork Display:** All artwork must be displayed in a professional manner. Paper art, including photography, must be matted with glass or Plexiglas or be displayed in another contemporary method. Artwork affixed with tape or other adhesives is not permitted. If an artist would like to display paper works in a non-traditional way, the method must be discussed and approved by the Executive Director. Canvas and mason board artwork must be framed or have edges finished in a professional manner. Sculpture and unique works must be displayed on pedestals or hung in a safe manner. Artwork not meeting these requirements will not be allowed in the exhibit at the discretion of the Executive Director.

**Unfinished artwork that has not completely dried WILL NOT be permitted during installation.**

Placement of oversized art will be reviewed by the Executive Director. ***The Executive Director reserves the right to replace or reposition the work presented in the gallery.***

**Damage Responsibility:** The Artist shall be financially responsible for any damage to the gallery caused by the Artist or artwork. RBCA shall notify the Artist in writing of the costs of such damage.

**Delivery of Artwork:** Artwork should be delivered to the gallery on the delivery date scheduled. Artwork that does not arrive by delivery date deadline will not be exhibited.

**Removal of Artwork:** On the de-installation date scheduled, the Artist must remove their artwork from RBCA by 4pm. If the artist is not available to pick-up the artwork in person, with the approval of the Executive Director, arrangements can be made to return ship the artwork to the Artist at the full expense of the Artist. RBCA assumes no responsibility for any work left more than 10 days, and any work left more than 20 days will be discarded.