



ARTIST EXHIBITION AGREEMENT with the Vermillion Cultural Association

First Dakota Coyote Gallery • 12 E. Main Street, Vermillion, SD 57069

Organization and Gallery Space

The Vermillion Cultural Association (VCA) is community-based, nonprofit organization dedicated to the inclusion of arts and celebration of culture in everyday life. In accordance with this mission, the VCA operates the First Dakota National Bank Coyote Gallery. The gallery features 90 linear feet of wall space and is suitable for display of physical art, small-scale receptions or performances, and meetings. The gallery is overseen by the executive director of the VCA; maintained by the manager of the adjacent, VCA-operated Coyote Twin Theater and staff; and often retains the help of VCA gallery committee volunteers.

Artist/Exhibitor Information

Name: _____ Phone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Purpose of the Contract

This contract is an agreement between the artist/exhibitor and the Vermillion Cultural Association (VCA) for the above named to exhibit and sell artwork in the First Dakota Coyote Gallery, Vermillion, SD.

Exhibit Timeline

Exhibit start date: _____ Load-in date: _____

Exhibit end date: _____ Removal date: _____

Exhibit title, artist statement/bio, and artwork list (title, material, year, price) due by _____

Terms of Contract

The artist/exhibitor's work will be displayed in the gallery and sold by the Vermillion Cultural Association. All work* displayed in the gallery must be priced to sell, with no inflation of pricing to avoid sale. Upon the sale of an artwork, a 20% (twenty percent) commission will be retained by the VCA. Payment for sales is made to the artist by check via mail approximately 2 (two) weeks after the end date of this contract.

*An exception to the sales requirement is made for exhibitors loaning work from their personal collections and for qualifying educational exhibitions.

Obligations of the Parties

The artist/exhibitor is expected to meet the above timeline requirements regarding artwork load-in and removal dates and provision of promotional information. The artist/exhibitor is responsible for bringing their artwork to the gallery in displayable condition. For works that hang on the wall, proper screw-in hardware and/or picture hanging wire are required to be compatible with our picture rail system of adjustable hooks on hanging wire. Hardware glued on to a piece of artwork and/or sawtooth hangers are not allowed. This is to protect the artwork from damage and to maintain a presentable display. Approval from VCA is required for works that must be directly affixed to the wall and/or ceiling. VCA has frame clips available upon request.

VCA gallery committee volunteers are willing to help you hang your artwork. If you prefer to hang it yourself, VCA gallery committee volunteers will help you do so. VCA will create individual labels for objects on display only if the artwork list is provided by date given above; the artist is otherwise responsible for creation of labels.

The artist/exhibitor shall mark each individual piece of work with its title, corresponding to that found on the artwork list. The artist/exhibitor agrees to be present to remove their artwork from the gallery on removal date given above. The VCA reserves the right to remove works from display if the artist/exhibitor is not present on the arranged date.

The VCA will promote the artist/exhibitor's work with our publicity (e.g., social media, website, posters) and provide an accessible gallery environment in which the artist/exhibitor can display their work for sale. In exchange, the artists/exhibitor is expected to show good faith and not remove a piece from the gallery for the express purpose of selling it on the outside to a customer who first saw it in the gallery for a lower price to avoid paying the 20% commission.

Warranties and Representations

- The artist/exhibitor hereby warrants that they created and possesses unencumbered title to the works of art on display in the gallery and that their descriptions are true and accurate.
- VCA reserves the right to photograph, scan, copy, or reproduce any work of art displayed in the gallery for promotional purposes.
- It is understood that objects on exhibit may be photographed by the general public.

Care and Exhibition

- Artworks are **NOT INSURED** against loss, theft, fire, or damage through the VCA. It is recommended the artist/exhibitor insure their own artwork.
- Precautions will be taken to protect objects from fire, theft, mishandling, dirt, and insects while the object(s) are within VCA's custody. It is understood by the artist/exhibitor and the VCA that all works are subject to gradual, inherent deterioration for which VCA is not responsible.
- Evidence of damage while in VCA's custody will be immediately documented and reported to the artist/exhibitor.
- The artist/exhibitor certifies that artworks are in such condition as to withstand ordinary strains of careful handling, if necessary.
- It is understood by the artist/exhibitor that works will be on view to the public with limited supervision during regular gallery hours. The artist may make arrangements with VCA to hold their own supervised exhibition times in additional to regular gallery hours.
- VCA reserves the right to limit the number of 3-dimensional works of art on display as size and space limitations demand.
- The gallery may be engaged for additional events while the exhibition is ongoing. Consultation with the artist/exhibitor regarding such engagements will be at the discretion of the VCA.
- VCA retains the right to cancel an exhibition upon reasonable notice to the artist/exhibitor.

Hold Harmless and Indemnification

The lender agrees to hold harmless and indemnify the Vermillion Cultural Association, its volunteers, directors, officers, or employees from and against any claim, loss, liability, damage, or expense, including attorney's fees, arising out of any claim, lawsuit, or demand that is inconsistent with any of the responsibilities, representations and warranties found in this agreement.

Controlling Law & Amendment Provision

This contract contains the entire agreement between the parties and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties. Any lawsuit pertaining to or affecting this agreement shall be adjudicated in Circuit Court, First Judicial Circuit, Clay County, South Dakota.

I have read and agree to the above conditions and certify that I have full authority to enter into this agreement:

Signature of Artist/Exhibitor: _____

Date: _____

Signature of VCA Representative: _____

Date: _____

Executive Director, Vermillion Cultural Association