

Chicago Fine Art Salon *I'm Not A Robot* Gallery Art Exhibition Agreement

The Artist (name, address, and email)

The Gallery (name, address, and email) Chicago Fine Art Salon

2623 W Chicago
Ave Chicago, IL
60622
info@chicagofineartsalon.com

Both parties hereby enter into the following Agreement:

- Agency; Purposes.** The Artist appoints the Gallery for the purposes of exhibition and sale only. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
- Exhibition.** The Gallery accepts for exhibition only, those Artworks listed on the attached Inventory Sheet which is part of this Agreement. All Inventory Sheets shall be signed by the Artist and Gallery.
- Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
- Duration of Exhibition.** The Artist and the Gallery agree that the initial term of the exhibition for the Artworks is to be October 21st 2022 through October 30th 2022, and that the Artist does not intend to request their return until after the opening on October 21st, 2022 5-9pm . All artwork should be dropped off at location by October 17th 2022. Thereafter, exhibition shall continue until the Artist requests the return of any or all of the Artworks or the Gallery requests that the Artist take back any or all of the Artworks with which the other party shall comply promptly.
- Transportation Responsibilities.** Packing, transportation of and handling expenses and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery, and in their return to the Artist, shall be the responsibility of the Artist.
- Responsibility for Loss or Damage.** The Gallery will assume no liability for the loss or damage of any artwork. The Artist is responsible for insuring Artwork as needed.
- Fiduciary Responsibilities / Commission.** Title to each of the Artworks remains in the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. The Gallery takes 40% commission on all sales of artwork made through the Gallery. The Artist shall receive 60% of sale within the agreed upon duration of the loan of the Artworks.
- Removal from Gallery.** The Gallery shall not remove from the premises any Artworks without first obtaining permission from the Artist. The Artist is entitled to take back their work at any point after the opening receptions.
- Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery 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. As noted above, all rights to reproduction of the work(s) of art identified herein are retained by the Artist.
- Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate this Agreement. Within thirty days of the notification of termination, all unsold Artworks shall be returned by the Gallery.
- Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Gallery and

attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

12. **Fundraisers and Donations.** The Artist and the Gallery will agree upon the proceeds of Artwork sales donated to any charitable organization.

13. **Online Gallery.** All art submitted to the in person gallery will be included in the online gallery as well, unless requested otherwise by the artist. The Online Gallery will host the artwork exclusively on the site 'chicagofineartsalon.com" until October 31st 2022.

Name of organization _____ Date of donation _____

12. **Miscellany.** This Agreement represents the entire agreement between the Artist and the Gallery. 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 construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it insure to the benefit of the successors of the Gallery, whether by operation of law or otherwise, without the prior written consent of the Artist.

(Signature of Artist) _____ Date _____

(Signature of authorized representative of the Gallery) _____ Date _____