

ARTIST EXHIBITION CONTRACT

THIS AGREEMENT (Agreement) is effective as of the latest date shown in the signature block below, by and between the artist (Artist) and the exhibitor (Exhibitor) as shown in the signature block below. Artist and Exhibitor desire to enter into an arrangement whereby Artist will provide works of art to Exhibitor for display under the terms and conditions as stated below.

TERMS AND CONDITIONS:

The duration (Term) of this Agreement shall commence as of the latest date shown in the signature block below, and shall continue until the exhibition is completed. Artist shall deliver to Exhibitor the works of art listed in Appendix A of this Agreement for exhibit on premises owned, rented, leased, borrowed or associated with Exhibitor by displaying and advertising he works of art.

The Term of this exhibition located at:

Exhibition Address: _____

Exhibition Start Date: _____
Exhibition End Date: _____

In no event shall Exhibitor be liable, whether in contract, tort (including negligence), or otherwise, for any indirect, incidental or consequential damages (including lost profit or business interruption even if Artist is notified in advance of such possibility) arising out of or pertaining to the subject matter of this agreement. Artist shall be liable for all liabilities arising from or damages to or caused by the works of art included in this exhibition. Unless otherwise agreed in writing, Artist has all intellectual property rights and all legal title to all work products exhibited or produced through this Agreement. However, all rights, title, and interests in and relating to Exhibitor's or Artist's business and operations are, and shall remain, their sole and exclusive property respectively, and neither party shall have right, title, interest or claim therein whatsoever to those of the other. If any work of art included in this exhibition is sold as a result of and during the Term of this exhibition, the Exhibitor shall not receive any commission.

RECITALS:

Both parties represent and warrant they have the right and power to enter into and fully perform the terms and provisions of this Agreement, and will not enter into any agreement interfering with the full and prompt performance of their obligations hereunder. Each party warrants its participation in this Agreement does not create any conflict of interest, and shall promptly notify the other party if any such conflict arises during the Term. This Agreement supersedes any and all prior agreements, between the parties, constitutes the entire agreement between the parties, and cannot be modified except by written instrument. If any clause of this Agreement is determined to be unenforceable or invalid, this Agreement shall be read as though such clause was not contained in the Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective and permitted heirs, successors and assigns. This Agreement in all respects shall be governed and construed in accordance with the laws of the State of Pennsylvania. This instrument constitutes the sole and only agreement of the parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed:

Artist: _____	Exhibitor: _____
Address: _____	Address: _____
_____	_____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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APPENDIX A

WORKS OF ART INCLUDED IN THE EXHIBITION

The Artist and Exhibitor agree the following works of art shall be included in the exhibition covered by the Agreement:

<u>Work of Art</u>	<u>Medium</u>	<u>Year</u>	<u>Value</u>

IN WITNESS WHEREOF:

Artist: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibitor: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____