

UNITARIAN UNIVERSALISTS OF CLEARWATER, INC.

Octagon Arts Center

Clearwater, FL 33764

727-531-7704

Exhibition & Sales Agreement

THIS AGREEMENT is made and entered into on the undersigned date of signature between the Octagon Arts Center (Gallery) of the Unitarian Universalists of Clearwater, Inc. and the undersigned (Artist), wherein it is mutually agreed:

Artist wishes Gallery to exhibit and sell artwork for the benefit of Artist.

Gallery desires to exhibit Artist's artwork and sell works of art during the term of this agreement.

The parties wish to have such exhibit and sale covered by this agreement setting the mutual duties and conditions of each party.

Therefore, the parties agree as follows.

Delivery and Exhibit:

Artist agrees to deliver to Gallery for sale and/or exhibition those artworks set forth in the Artist's Exhibition Inventory attached hereto. All artwork delivered to Gallery must be signed by Artist identified as specified on the Artist's Inventory.

Artist is solely responsible for delivery of artwork to Gallery at the date and time specified by Gallery and for retrieval of artwork at the date and time specified by Gallery. Artist will sign receipt for artwork retrieved. Any expense related to delivery and retrieval will be Artist's.

The parties agree that Gallery is not required to exhibit all delivered artworks. Exhibit decisions will be made by the Art Committee. Gallery will make reasonable and good faith efforts to exhibit all artworks and promote Artist's desire to sell artworks. The gallery will notify the Artist regarding any works not displayed.

Artist agrees that Gallery shall retain all exhibited artworks for the duration of the show as specified on the Participant's Letter. Artist warrants that all artwork for sale is the free and unencumbered property of the Artist. Gallery warrants that all artworks will be held in trust for the benefit of Artist and shall not be subject to claims of any creditors or third persons claiming by, through, or against Gallery.

Promotion:

Artist agrees to supply a resume and such other information requested by Gallery.

Artist is encouraged to attend the opening reception for the exhibition and participate in that reception.

Gallery may reproduce an exhibited artwork for the purposes of promoting the Gallery exhibition which includes that artwork. Any Gallery reproduction of an exhibited artwork will respect the Artist copyrights and contracts.

Gallery may use any information supplied by the Artist in Promotional material provided that any reproduction will be attributed to Artist.

Sales:

The parties agree that neither will change the retail price specified in the Artist's Exhibition inventory without mutual agreement to the change.

Should an exhibited artwork be sold during the show period, Artist will receive 70% of the retail price of the artwork. Title to a sold artwork remains with Artist until Artist is paid in full five business days after the show.

The Artist agrees that the exhibited artwork will be reasonably available for purposes by Gallery in the event a potential buyer has seen the artwork in the Gallery exhibition area. Should an exhibited artwork be sold to a contact from the exhibition within 90 days following the end of the exhibition, the Artist will pay Gallery 30% of the retail sales price of the artwork.

Artist agrees to Buyer's right of return provided that the approval period will be for three business days at which time the buyer will keep the Art work or Gallery will have the duty to recover and return the artwork to the Artist and refund to the Buyer.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed on the undersigned date.

ARTIST:

GALLERY:

Print Name

OCTAGON ARTS CENTER

Signature

Signature

Date of Signature

Date of Signature

