

MONMOUTH ARTS PRESENTS ArtSpace 99  
ARTIST AGREEMENT AND GUIDELINES

*For assistance or questions about submitting please contact Connie Isbell, Membership & Community Engagement Director, at [connie@monmoutharts.org](mailto:connie@monmoutharts.org); 732.212.1890 ext 101.*

Please read all terms and guidelines for exhibiting at ArtSpace 99 before submitting this application. Submitting this application and agreeing to the terms and guidelines below does not guarantee an exhibition opportunity in ArtSpace 99; exhibition submissions are subject to review by the parties of Monmouth Arts, and will be handled fairly. Artists will be notified regarding selection with an appropriate amount of time to prepare. If an artist chooses not to participate after being selected and scheduled for an exhibition in ArtSpace 99, Monmouth Arts reserves the right to disqualify said artist from future applications to exhibit in ArtSpace 99.

**Fees:** There is no fee for the artist to exhibit in the space, but artists must be current members of Monmouth Arts. There is no monetary compensation paid to the artist by Monmouth Arts for exhibiting.

**Membership Requirement:** This exhibit is only open to members of Monmouth Arts. Non-members who would like to submit to this opportunity may join Monmouth Arts at [www.monmoutharts.org/join-us](http://www.monmoutharts.org/join-us) and submit. Student memberships are free.

**Commission/taxes:** Artwork sold is subject to a 30% commission fee. If not for sale, put NFS (not for sale) clearly in the Submission Details section of the application form. Sales tax will not be added to the price of work sold. Remittance of NJ Sales Tax to be handled by the artist. All artists with sales commissions of \$600 or more per calendar year are required to furnish their SS# or Tax ID# to Monmouth Arts. A 1099-Misc for taxable income will be issued by Monmouth Arts for annual sales commissions of \$600 or higher. Monmouth Arts will not handle sales of student work. Monmouth Arts will direct parties interested in purchasing student art to the designated art instructor coordinating the student exhibition or to the student.

**Acceptance of Work:** Acceptance into the exhibition is not guaranteed with entry. Entered and accepted work cannot be substituted. All work must be available for the duration of the exhibition.

**Eligibility:** Accepted work includes drawing, mixed media, painting, fine crafts, lithography, and photography. Artwork must have been made in the last five years and not have been presented in past Monmouth Arts exhibitions. Reproductions of original works will not be accepted. Wall-hung items must be appropriately framed and must be properly wired as the hanging medium. No saw-tooth hangers or metal eyelets will be accepted. Frames must be free of defects and of sturdy construction. Canvas wrapped paintings are acceptable (not raw canvas edges). The main gallery wall is approximately 15 feet in length by 12 feet high; additional wall space is available on either side of the bar. Please keep the size of the space in mind when selecting artwork. We encourage artists to see the space before installation.

The wall is prepared with a Walker hanging system, which includes up to 10 drop-down rods with hooks.

Exhibit scheduling: Exhibits will be on display for approximately two months, factoring in time for installation and de-installation. Gallery hours are to be determined by Monmouth Arts staff.

Promotion: Monmouth Arts will promote the exhibition using available resources through several outlets including social media, website, and e-newsletters. We encourage artists to promote the exhibition and any associated events through their own networks.

Photography: By agreeing to exhibit your work at Monmouth Arts, you allow Monmouth Arts to take photos of your artwork hanging in the exhibit space and use the photos submitted with your application. You grant Monmouth Arts full permission to use your likeness and images of your work in order to create appropriate promotional materials as a means to facilitate the mission of Monmouth Arts and its programs.

Liability disclaimer: Monmouth Arts will make every effort to treat your artwork with care. However, work is submitted at the artist's own risk. Monmouth Arts will not be held liable for lost or damaged work. Artists are responsible for insuring their work from delivery to pick-up.

Media/Press Release: Monmouth Arts reserves the right to use digital images of exhibited artworks for use in social media, press release, and advertising. While these digital images themselves become the property of Monmouth Arts, the artist maintains all other copyrights on their artwork, including intellectual property. Monmouth Arts can and will use digital images in marketing and promotional materials as Monmouth Arts sees fit, but will give credit to the artist when possible.

Exhibition Responsibilities: Artists are solely responsible for artwork (including selecting collaborators) and making arrangements for transportation, installation, and de-installation of work. In addition to the Exhibition Agreement, artists must submit a short bio of 200 words or less, artist statement of 300 words or less, and images of their work for marketing and promotional purposes.

Monmouth Arts' Responsibilities: Monmouth Arts will provide a ladder and installation system for you to hang works. A member of our team will be in the space during installation/de-installation but the artists (and any of their assistants) are expected to install/de-install the works themselves. Monmouth Arts will create and print a wall map and price listing for the artworks.

Reception Responsibilities: Artists are responsible for organizing an opening reception within the first month of the exhibition, to be held on a Thursday or Friday evening, in coordination with the Monmouth Arts staff. Artists are responsible for providing light refreshments and any beverages (alcoholic or non) for the reception, at their own cost. Monmouth Arts will not be responsible for providing food or other refreshments at the cost

of the organization. Monmouth Arts provides plates, cups, and napkins. Artists may arrange for live music to be performed during opening, bring digital music, or play no music at all. Monmouth Arts also has dry-erase sandwich boards that the artists may use on the sidewalk to promote the opening reception.

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**Breach of Contract:** In the event of a breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement.

**Indemnification:** Artist shall indemnify, defend and hold harmless Monmouth Arts, its employees, officers and directors, for any and all losses, damages, liabilities, expenses, actions, claims, judgment or settlements, including, but not limited to, attorneys' fees for damage to, or destruction of, the artwork that may result from theft, vandalism, adverse environmental conditions, or any negligent acts of Monmouth Arts, its officers, directors and employees, while the artwork is located in the Monmouth Arts facility.

**Artist's Representations and Warranties:** By signing below, you state the artwork is unique and does not infringe upon any other person's copyrights and is solely the result of the artistic effort of the artist.