



monmouth arts

MONMOUTH ARTS PRESENTS ArtSpace 105 ARTIST AGREEMENT TERMS AND GUIDELINES

All terms and guidelines for exhibiting at ArtSpace 105 can be found below, and on our website, www.monmoutharts.org.

Please read through these thoroughly before submitting this application. Submitting this application and agreeing to the terms and guidelines below DOES NOT guarantee an exhibition opportunity in ArtSpace 105; exhibition requests 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 for an exhibition in ArtSpace 105, Monmouth Arts reserves the right to disqualify said artist from future applications to exhibit in ArtSpace 105.

- Works must be ORIGINAL, and absolutely not prints of other work. Monmouth Arts will only display original work.
- Curator/Artist is solely responsible for artwork (including selecting collaborators) and makes arrangements for transportation, installation, and de-installation. In addition to the Contract for Exhibitions, which will be provided no less than two weeks ahead of the exhibition date and returned no later than one week prior to installation, Curator and Exhibiting Artists must submit a short bio of 100 words or less, artist statement of 500 words or less, and 3 high-resolution images of their work for marketing and promotional purposes.
- Curator / Exhibiting Artists is responsible for providing food and beverages for their opening reception. 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 to promote the opening reception on the sidewalk.
- The exhibiting space is in the front of the office and can be seen from the street. It is the first thing you see when you walk in the door. It can best accommodate several small artworks or fewer large works. Please keep the size of the space in mind when you select your artwork. We encourage you to stop into the office to check out the space before installation. The wall is almost 12' long and extends up to a very high ceiling. The wall is prepared with a hanging system which includes 12 drop down wires with hooks. Centered horizontally along the wall is a display shelf intended for sculpture; therefore

the lowest edge of artwork would start about 52' from the floor. Large pieces work well with the high ceilings.

- Monmouth Arts will provide a ladder for you to hang works. We will be in the office during installation/de-installation but expect the Curator and/or Exhibiting Artists (and any of their assistants) to install the works themselves.
- Monmouth Arts will make a map and price listing for the artworks.
- Monmouth Arts will promote the exhibition using available resources through several outlets including, but not limited to, social media, our website, e-newsletters, and in our quarterly X.it magazine.
- By agreeing to exhibit your work at Monmouth Arts, you allow Monmouth Arts to take photos of your artwork hanging in our space. All photos will become the property of Monmouth Arts and may be used for promotional purposes as Monmouth Arts sees fit.

Commission/taxes (applies to individual members - EXCLUDES STUDENT MEMBERS): Artwork sold through ArtSpace 105 is subject to a 30% commission fee. If not for sale, put NFS (not for sale) clearly on your contract in the appropriate position. 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.

Sale of work (applies to STUDENT MEMBERS ONLY): While artwork displayed in ArtSpace 105 may be for sale. 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 the student themselves.

Fees: There is no fee for the artist to exhibit in ArtSpace 105. There is no monetary compensation paid to the artist by Monmouth Arts for exhibiting in ArtSpace 105. Artists, as all members of Monmouth Arts and the general public, are always encouraged to make a donation to help support the mission and goals of Monmouth Arts.

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.

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.

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, judgement 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.

Reception Responsibilities: Artist is 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. Artist is responsible for providing light refreshments and/or alcoholic beverages 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.

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.