

Artist Exhibition Agreement

The Named Gallery (the “Gallery”) and the undersigned artist (the “Artist”) enter into this Agreement regarding the online display of the Artist’s work at **thenamedgallery.com** (the “Website”).

1. Purpose

The Gallery provides a platform to showcase artwork by emerging and established artists. The Gallery does not sell artwork or images and does not take commissions. The sole purpose of the Website is to display the Artist’s work with accompanying biographical information.

2. Term

The Artist’s work will remain on the Website until either the Artist or the Gallery provides written notice (including email) requesting removal. Removal will occur within a reasonable timeframe after notice.

3. Rights and Ownership

- The Artist retains all rights, title, and interest in and to their work.
- By submitting images for display, the Artist grants the Gallery a non-exclusive, royalty-free license to display those images on the Website for the duration of this Agreement.
- No sale, reproduction, or distribution of the artwork or images will knowingly occur through the Gallery.

4. Artist Bio and Contact

Each exhibit will include a short biography and contact information provided by the Artist. No links to outside websites will be included.

5. Hold Harmless and Liability

- The Artist agrees to hold the Gallery, its owner, and affiliates harmless from any and all claims, damages, liabilities, or expenses (including reputational harm) arising from or related to participation in the Gallery or removal from the Gallery.
- The Gallery makes no guarantees regarding exposure, promotion, or response to the Artist’s work.
- The Artist acknowledges that the Gallery is operated as a sole proprietorship and accepts that liability is limited to the fullest extent permitted by law.

6. Representations by Artist

The Artist represents that:

- They are the sole owner of the work submitted or have legal rights to display it.
- The work does not infringe upon the rights of any third party (copyright, trademark, privacy, etc.).
- The work does not contain unlawful, defamatory, or obscene material.

7. Termination

Either party may terminate this Agreement at any time by written notice. Upon termination, the Gallery will remove the Artist's work and information from the Website within a reasonable period.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of **Texas, County of Bexar**, without regard to its conflict of laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in **Bexar County Texas**.

9. Dispute Resolution

Before initiating any legal action, the parties agree to attempt in good faith to resolve any dispute arising under this Agreement through informal negotiation. If negotiation fails, the parties agree to submit the dispute to mediation with a mutually agreed mediator in **Bexar County Texas** before resorting to litigation.

10. Entire Agreement

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, written or oral.

Artist Name: _____

Signature: _____

Date: _____

Gallery Representative: River Stephens, Owner

Signature: _____

Date: _____