

“ART ON THE CORNER” Exhibition Agreement

The Artist (name, address and mobile telephone number) _____

And the Exhibitor, ART ON THE CORNER, 245 West 107th Street, New York, NY 10025

hereby enter into the following Agreement:

1. *Agency; Purposes.* The Artist appoints the Exhibitor for the purposes of exhibition only. The Exhibitor shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. The Artist will not receive any form of remuneration from the Exhibitor for the exhibition of his/her Artworks.

2. *Exhibition.* The Exhibitor accepts for exhibition only those Artworks listed on the attached Artwork Inventory Sheet which is part of this Agreement. All Inventory Sheets shall be signed by Artist and Exhibitor.

3. *Warranty.* The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

4. *Duration of Exhibition.* The Artist and the Exhibitor agree that the initial term of the exhibition for the Artworks is January 2, 2023, through March 31, 2023, and that the Artist will not request their return before the end of this term.

5. *Transportation Responsibilities.* Packing, transportation of, handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Exhibitor, and in their return to the Artist, shall be the responsibility of the Artist.

6. *Exhibition of the Artworks.* All Artworks must be ready for presentation, i.e., photographs and works on paper must be mounted or framed, and works on canvas are to be stretched or framed, each with wires or other common means of hanging. The manner of presentation of works in other media will be considered on a case-by-case basis. All Artworks shall be hung in the windows of the former Bank Street Bookstore (2780 Broadway), and consequently will be exposed to daylight and UV radiation.

7. *Responsibility for Loss or Damage.* The Exhibitor (including the ART ON THE CORNER committee, individual committee members, Douglas Elliman Mgt. Co., and 107 West Apartment Corp.) shall not be liable for any wear, damage, loss, or theft of the Artworks being exhibited. The Exhibitor will not insure the Artworks being exhibited. The Artist may insure the Artworks at his/her own expense.

8. *Sale of Artworks.* The Exhibitor shall not sell any of the Artworks being displayed, but the Artists, themselves, may sell the Artworks. At the Artist's option, contact information and sale prices shall be posted on the Exhibitor's website and accessible via QR code. No Artworks shall be accepted with a stated value over \$5,000.00. Artists shall retain 100% of the proceeds of any sales. The Artist agrees that no Artworks will be removed from the exhibit prior to the termination of the exhibit.

9. *Reproduction.* The Artist reserves all rights to the reproduction of the Artworks except as noted herein. The Exhibitor may arrange to have the Artworks photographed and/or electronically reproduced to publicize and promote the Artworks through various means, including but not limited to publication on the Exhibitor's website and/or in news media. In such event, the Exhibitor will endeavor to acknowledge the Artist as the creator and copyright owner of the Artwork, but cannot guarantee that it will be able to do so in every instance.

10. *Termination of Exhibit.* The Artist agrees to pick up his/her Artwork, by appointment, within 14 days of the termination of the exhibit. In the event that the exhibit is terminated prior to March 31, 2023, by reason of the leasing of the exhibit space, or for any other currently unforeseen reason, the Exhibitor shall notify the Artist of the early termination via email 7 days in advance of said termination, and shall provide a maximum of 14 days for the Artist to pick up his/her Artwork from the exhibit site following termination.

11. *Procedures for Modification.* Amendments to this Agreement must be signed by both Artist and Exhibitor and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

12. *Miscellany.* This Agreement represents the entire agreement between the Artist and the Exhibitor. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the Exhibitor, whether by operation of law or otherwise, without the prior written consent of the Artist.

13. *Choice of Law.* This Agreement shall be governed by the law of the State of New York.

(Signature of Artist)

(Signature of authorized representative of Exhibitor)

Date

Date

Artwork Inventory Sheet

1. Checked by AOTC if selected for exhibition

Title: _____

Medium: _____

Size (H x W") unframed: _____ Size (H x W") framed: _____

Price: _____

2. Checked by AOTC if selected for exhibition

Title: _____

Medium: _____

Size (H x W") unframed: _____ Size (H x W") framed: _____

Price: _____

3. Checked by AOTC if selected for exhibition

Title: _____

Medium: _____

Size (H x W") unframed: _____ Size (H x W") framed: _____

Price: _____