



## 2021 Uniting US Artist Release and Agreement

The Uniting US Founders understand the courage required for interested military, veteran, family members, and others to trust in the validity and purpose of a nonprofit operation. Clear and precise communication regarding the mission, programs, and services provided by Uniting US is important as potential participants consider joining the Uniting US initiative. By submitting a registration and/or artist call, the artist agrees to specific terms and conditions listed in the “Independent Contractor Agreement”. Submit any questions to UnitingUS.org website via the “contact us” function or by e-mail at [UnitingUS@yahoo.com](mailto:UnitingUS@yahoo.com).

### **Independent Contractor Agreement – Exhibition Artwork**

This agreement (“**Agreement**”) between (the “**Artist**”)\_\_\_\_\_ and **Uniting US** (the “**Organization**”) sets forth the terms and conditions regarding the Artist’s participation in Art Exhibitions from March 5, 2021 to March 6, 2022 (the “**Exhibition**”). Unless as otherwise specified herein, the Artwork shall remain in the Exhibition throughout the Term.

The Organization and Artist are referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Purpose. In furtherance of the Exhibition, the Artist hereby provides the following work of art via the registration/artist call submission:

- a. Title:
- b. Materials Used:
- c. Year Created:
- d. Approximate Size:
- e. Artwork for Sale: YES / NO
- f. Retail Price (no commission) /Artist Value (if artwork is not for sale):
- g. Description of Artwork:
- h. Term of Agreement (pick one): Women’s Memorial Exhibit (May – September 2021) or Multiple Exhibits between March 2021 to March 2022

Note: If more than one piece of artwork is part of this agreement, the details for each piece of artwork must be included in the registration/submission.

2. Warranty/Title. The Artist warrants that he/she created and possesses unencumbered title to the Artwork, and that the descriptions are true and accurate. Unless otherwise sold to a Purchaser, title remains with the Artist throughout the Term.



3. Term. The term begins on the date of registration / artist call submission until March 5, 2022 (“**Term**”). The Term may be extended by mutual written agreement of the Parties. If the Artwork is sold to a Purchaser, then the Term ends on the date the Artwork is removed from the Organization.

4. Transportation. The Artist is responsible for delivering the Artwork to the Organization and for removing the Artwork from the Organization. The timing of the foregoing shall be agreed to between the Parties. The Artist shall be solely responsible for all transportation costs associated with delivery and removal (including if such removal is due to sale of the Artwork), including without limitation, all packing and shipping, insurance, handling, risk of loss, and risk of damage costs.

5. Loss/Damage. Except for damage resulting from (i) flaws inherent in the Artwork or (ii) an event of Force Majeure, the Organization shall work to have the exhibit host liable to the Artist for damage to the Artwork. The total liability the exhibit hosts may pay to Artist under this Agreement shall in no way exceed the retail price of the Artwork set forth in paragraph 1. If host is not able to offer insurance, the Artist assumes all risks. Uniting US is not responsible for any theft, loss, or damage caused during storage, exhibition or transportation of the artwork.

6. Force Majeure. If all or any part of the building necessary to facilitate the Exhibition becomes unusable or if performance under this Agreement is otherwise rendered commercially impracticable by reason of fire, flood, accidents, acts of God, strikes against third parties, civil disorder, terrorism or acts of war, governmental directive or law, rule, ordinance or regulation, or any reason beyond the reasonable control of the Organization, then the Organization may terminate this Agreement by providing written notice to the Artist.

7. Artwork Purchase. The Artwork at the Exhibition is available for purchase by any interested individual (“**Purchaser**”). The Organization will introduce Purchaser to the Artist, however, all requisite details shall be determined between the Purchaser and the Artist. Payment is solely the responsibility of Purchaser and under no circumstances shall the Organization be obligated to make or guarantee payment on behalf of Purchaser for any such purchase. The Artist is responsible for all sales reporting and tax requirements. The Artist, the Purchaser, and the Organization shall work together in good faith to coordinate the timing and logistics regarding removal of a purchased Artwork.

8. Independent Contractor. The Artist is an independent contractor of the Organization. This Agreement shall not be construed to create any association, partnership, joint venture, or employee relationship between the Artist and the Organization for any purpose. The Artist has no authority to bind the Organization and shall not make any agreements or representations on the Organization’s behalf. The Artist is responsible for their own tax obligations and reporting in the case of any sales.

9. The Organization and Exhibit Hosts have the right to use photographs of the artwork and events to market, as part of media releases, and other Organizational promotional pieces that ultimately leads to professional portrayal and exposure of the artist and artworks. Photographs and renderings of the artwork will be part of the Organization’s data for promotional use. Digital files of any artwork that is sold to a client, remains the property of the Artist, in perpetuity, for any additional print sales or publication.

10. Confidential Information. The Artist may gain access to information that is confidential and that is protected by the attorney-client privilege, including without limitation, information concerning the operation of the Organization, its personnel, policies, finances, and clients (collectively “**Confidential Information**”). The Artist agrees to (i) maintain all Confidential Information as strictly confidential, (ii) not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third-party



without the prior written consent of the Organization in each instance, and (iii) not to use any Confidential Information for any purpose except as required in the performance of this Agreement. The Artist shall notify the Organization immediately in the event it becomes aware of any loss or disclosure of any Confidential Information. Access to any Confidential Information is granted to it without any waiver by the Organization of confidentiality, legal professional privilege, or common interest privilege which attaches to any of the Confidential Information.

11. Indemnity. The Artist shall indemnify and hold the Organization harmless from any loss or liability arising out of or resulting from (i) bodily injury, death of any person, or damage to the Artwork resulting from the Artist's acts or omissions and (ii) the Artist's breach of this Agreement.

12. General Provisions. This Agreement constitutes the entire agreement between the Parties. This Agreement may be executed in counterparts, which together constitute one and the same agreement. No Party shall assign this Agreement without the express written consent of the other Party. Any notice sent shall be in writing and sent to the addresses specified above. No delay or omission by any Party at any time to require performance of any provision of this Agreement shall affect its right to enforce such provision at a later time. A waiver of any right or remedy under this Agreement must be in writing to be effective and shall not be deemed a waiver of any subsequent breach or default. If any provision in this Agreement is found to be invalid, unlawful, or unenforceable, the Parties shall work together in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such provision will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by law. No amendment or modification of this Agreement shall be valid, unless in writing and signed by both Parties. All provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration. Headings are for the convenience of the Parties and shall not affect the construction or interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of where the Exhibition will be held and the Parties irrevocably agree that the courts of the same have exclusive jurisdiction to settle any controversy, claim, or dispute arising out of or relating to this Agreement.

This Agreement has been entered into as of the date of last signature below.

\_\_\_\_\_

**UNITING US**

By: \_\_\_\_\_

By: Executive Director

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

