

## ARTIST EXHIBITION & LOAN AGREEMENT

**Exhibition Title:** *BYRD & IMAGE*  
**DROP OFF DATE:** **Tuesday, January 3, 2017, 11:00 am – 7:00 pm**  
Exhibition/Reception Dates: Jan. 6 – Feb. 19, 2017 (opening reception Sat., Jan. 7, 4:00 – 6:00 pm)  
Open Mic Night: Saturday, January 28, 8:00 pm  
Gallery Hours: Friday – Sunday, 12:00 to 6:00 pm (or by appointment)  
Pick up: Sunday, Feb. 19, 6:00 – 7:00 pm and Tuesday, Feb. 21, 12:30 – 6:00 pm

**Artist Name (please print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **email (please print):** \_\_\_\_\_

1. Sales: As soon as practicable following the sale and payment for any work(s), the gallery will provide the artist the name and address of the purchaser, and the retail price for the work sold after deducting the percentage (40%) to be retained by the gallery.

2. Gallery Hours: The gallery will be open to the public Friday, Saturday and Sunday from 12 pm to 6 pm, and by appointment Tuesdays through Thursday 11 am to 5 pm.

3. Delivery and Installation: The artist will be responsible for the labeling, delivery of all work and picking up all unsold work at the end of the show at the time and date specified above.

4. Care: The gallery will exercise reasonable care in the handling, display, and storage of the work until sold or returned to the artist. If loss, damage, theft, disappearance, or destruction occurs prior to the sale or return of any work and while in the gallery's possession, the gallery will notify the artist immediately. The gallery will maintain insurance for the work during the term specified. Please see attached loan agreement for further details.

\_\_\_\_\_  
Artist Signature and Date

\_\_\_\_\_  
WBG Representative Signature and Date

**Artist will (please check all that apply):**  Volunteer for drop-off  Volunteer for pick-up  
 Volunteer for opening reception  Donate food item  
 Other \_\_\_\_\_

## Conditions Governing Loans:

1. Work should be examined by the lender and the condition noted on the loan form or on a detailed condition report accompanying the object upon delivery to the Woodstock Byrdcliffe Guild (herein referred to as WBG).
2. Unless permission is herein declined, it is understood that the loaned objects may be photographed, telecast, and reproduced in connection with the exhibition and in WBG publications.
3. For the time specified, objects lent may be displayed or stored at the discretion of WBG. WBG will exercise the same care of the objects from fire, theft, mishandling extremes of light, temperature and humidity that it does in the safekeeping of its own property. Work may be withdrawn from the exhibition at any time by the WBG. The WBG shall also have the right to cancel the entire exhibition at any time for any reason. No object shall be returned until after the final exhibition date.
4. The WBG shall insure the loaned Work wall-to-wall under its fine arts policy against any and all risks of physical loss or damage from any external cause, subject to the standard exclusions, while in transit and on location during Loan Period specified by the drop-off and pick-up dates above. By signing this loan agreement, it is stated by the Lender that the object is fit to travel and is handled, packed and shipped by a reliable agent who is experienced in shipping this type of object. Should the work be damaged upon receipt, or packaged improperly, it will be the Lender's responsibility to file appropriate claims through their designated shipper(s) and insurance agency. Values and prices set by Lender must reflect fair market value. The WBG, its employees, agents and members will not be liable for any loss or damage to the Work. Lender agrees that, in the event of loss or damage to the Work, Lender's recovery shall be limited to such amount, if any, as may be paid by The WBG's insurer, hereby releasing The WBG, employees, agents or members from liability for any and all claims arising out of such loss or damage. The gallery will exercise reasonable care in the handling, display, and storage of the work(s) until sold or returned to the artist. If loss, damage, theft, disappearance, or destruction occurs prior to the sale or return of any work(s) and while in the gallery's possession, the gallery will notify the artist immediately to specify the event that has occurred.
5. Lender will specify any Work that is not for sale on the face of this Loan Agreement and grants the WBG the right to sell any other Work during the Exhibition at the prices stated on the Loan Agreement. The WBG may take a 40% commission of the proceeds of any Work that is sold during or as a result of the Exhibition. The WBG may collect and pay over to the State of New York, on Lender's behalf, all sales taxes due and arising out of the sale of any work. As soon as practical, following the sale and payment for any work(s), the WBG will provide the artist(s) with the title(s) of work(s) sold, the name and address of the purchaser(s), and the retail price for the work(s) sold after deducting the percentage (40%) to be retained by the gallery. Sales of Artwork included in the Exhibition and sold within three months after the closing date of the Exhibition are subject to this contract if purchaser learned about the Artwork through exhibition at the Kleinert/James (WBG), or publicity efforts of the Kleinert/James (WBG). In this instance WBG shall receive a commission equal to the commission that the WBG would have received during the run of the Exhibition.
6. The WBG, its Agents or Representative shall not be held liable or subject to damages as a result of errors or omissions in publications, marketing materials, or publicity. WBG will make a reasonable effort to provide corrected information as appropriate.
7. The Work will be returned only to Lender or his/her authorized agent. Any agent of Lender who attempts to take possession of the Work at the end of the Loan Period must present evidence of his/her authority satisfactory to The WBG before the Work will be released. If the Work is not retrieved by Lender or his/her agent at the end of the Loan Period, the WBG shall have the right to place the work in storage at The WBG or elsewhere, to charge storage fees and the cost of insurance therefore, and to have and enforce a lien for such cost. The WBG hereby disclaim, and Lender hereby releases The WBG from any liability or responsibility which occurs after the time for retrieval of the Work at the end of the Loan Period, including without being limited to, loss of or damage to the Work during storage or during transit to or from storage.
8. The Lender hereby warrants that they are the legal owner of the Loaned Object and has the full right and authority to enter into this agreement and to grant rights herein granted, free and clear of any liens, claims, encumbrances or litigation and use of the loan will not infringe upon or violate the rights of any person or entity.