



EXHIBITION AGREEMENT

This EXHIBITION AGREEMENT (the "Agreement") is hereby made and entered into by and between ("Exhibitor") and **Colorado Mountain Junior College District ("CMC")**.

Exhibit Timeline

Dates of Exhibit: 05/17/2019 – 06/23/19

Art delivered to gallery: 04/29/2019 (between 11am & 5pm)

Date Exhibit opens: 05/17/2019

Opening reception: 05/17/2019 (from 6-8pm)

Last day: 06/23/2019

Artwork picked up by Exhibitor: 06/24/2019*

*Unless Exhibitor is participating in show traveling to Edwards and Steamboat CMC, dates TBD

A. **PURPOSE:**

- For the installation and showing of artwork in the CMC Gallery overseen by CMC Foundation CEO & Vice President for Advancement Kristin Colon operated by CMC's ArtShare Coordinator, Julia Bennett (the "Coordinator").

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

- Exhibition of the artwork in the CMC Gallery meets CMC ArtShare's goals *to enhance the learning experience in our CMC community through the use of the arts*. Exhibitor benefits with the exposure and potential sale of artwork.

C. **CMC SHALL:**

- The Coordinator along with staff installs all exhibitions. Any involvement of the Exhibitor that might be necessary is determined on an individual basis by the Coordinator.
- CMC provides labels with titles and pricing for each piece
- Promotion of the exhibition includes:
 - Gallery announcement cards design, print, and mailing
 - Press release and calendar listings distributed to local newspaper. Any resulting article would be at the discretion of the newspaper's editor. CMC has no control over whether an article will result from the press release.
 - ArtShare and Colorado Mountain College website posting
 - Social media
- Provide refreshments and staff for an opening reception

D. EXHIBITOR SHALL:

- **At least four weeks prior to the installation** Exhibitor will provide digital photographs of at least two or more of the pieces which will be displayed in the gallery. The photographs must be at least 300 jpg.
- **At least four weeks prior to installation** Exhibitor to be available for interview with CMC Public Information Office staff
- **Two weeks prior to the installation** Exhibitor will provide CMC with a complete inventory of all objects to be exhibited. Inventory to include:
 - Art pieces titles, mediums, top/bottom if needed, sale prices (if for sale), and insurance details. **Exhibitors are encouraged to carry their own property insurance policy, particularly if their work is shipped.**
- Exhibitor is responsible to see that their artwork arrives safely to CMC at the designated time for drop off.
 - CMC will be happy to discuss special shipping arrangements with exhibitor on individual basis.
 - Shipping costs to and from the gallery are the Exhibitor's responsibility.
 - Shipping of artwork sold from the gallery is the responsibility of the Exhibitor.
 - Artwork must remain in the gallery for the duration of the exhibit unless an arrangement is made with the gallery coordinator for removal at point of sale.
- Exhibitor shall refrain from distributing materials promoting Exhibit without the express permission and approval of Coordinator.
- All artwork **MUST** be removed on the day following the last day of the exhibit. Any artwork not picked up will be subject to charges for storage and insurance.

E. SALES PROCEDURE:

- Artwork may or may not be for sale, at the discretion of the Exhibitor.
- Artwork sold:
 - CMC Gallery shall collect a 30% commission from each work that is sold.
 - A Buyer may make a purchase by cash or check. Payment shall be made directly to Exhibitor and Exhibitor shall, within three (3) days of payment make payment to CMC for the commission described above. Exhibitor shall charge all applicable sales tax to Buyer.
 - Should Exhibitor fail to pay CMC its commission as agreed upon in this Agreement, Exhibitor hereby authorizes CMC to deduct such funds from Exhibitor's next regularly scheduled paycheck. Should that not be sufficient, CMC may seek all legal remedies available, including collections actions, and shall be entitled to recover all attorney's fees and costs from Exhibitor.

F. GALLERY CONDITIONS:

- CMC exercises the same care with respect to the artwork as it does in the safe keeping of comparable property of its own.
- The artwork will remain in the possession of the College for the time specified, but may be withdrawn from such exhibition at any time by the Coordinator. Work will be returned only to the Exhibitor at the address stated on this Agreement unless CMC is notified in writing to the contrary. If the legal ownership of the work shall change during the pendency of this exhibition, whether by reason of death, sale, insolvency, and gift or otherwise, the new owner may prior to its return, be required to establish their legal right to receive the work by proof satisfactory to CMC.

G. INSURANCE; INDEMNIFICATION:

- CMC insures artworks against physical loss or damage while on location during the period of the loan, subject to normal policy terms, conditions, and deductibles. **Exhibitor agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by CMC's insurer.** The Exhibitor is encouraged to maintain personal property insurance. If such insurance exists, the insurance coverage provided by CMC shall only be in excess of the Exhibitor's insurance.
- The Exhibitor understands that Exhibitor could suffer property damage or loss as a result of Exhibitor's participation in the Exhibition and the activities described herein and that CMC will not be responsible for such property damage unless otherwise described herein. Exhibitor understands that Exhibitor is under no obligation to participate in this Agreement and does so voluntarily choosing to do so at Exhibitor's own risk. **Exhibitor hereby waives and releases CMC, its Board of Trustees, officers, employees and agents from any liability for losses, damages, injuries, or costs of any kind that may arise out of or that may in any way be related to this Agreement. Exhibitor also agrees to hold harmless and indemnify CMC and its Board of Trustees, officers, employees, agents, and the CMC Foundation against any and all damages that Exhibitor may cause in the course of participation under this Agreement.**

H. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- **Participation in similar activities.** This instrument in no way restricts CMC or the Exhibitor from participation in similar activities with other public or private agencies, organizations and individuals.

I. PRINCIPAL CONTACTS. The principle contacts for this instrument are:

Julia Bennett, Director
CMC ArtShare
802 Grand Ave
Glenwood Springs, CO 81601
970-947-8360
jlbennett@coloradomtn.edu

Artist's Name & Contact Info

- J. NON-FUND OBLIGATING DOCUMENT.** Nothing in this Agreement shall obligate either CMC or the Exhibitor to obligate any transfer of funds other than commission owed to CMC. Specific work projects or activities that involve the transfer of funds, services, or property among various agencies and offices of CMC and the Exhibitor will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. This Agreement is contingent upon the appropriations of funds by the CMC Board of Trustees in its sole discretion.

K. AUTHORIZED REPRESENTATIVES:

- By signature below, Exhibitor and CMC certify that the individuals listed in this document are representatives of the parties and are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument:

**Colorado Mountain Junior College District
Julie Hanson, Director of Purchasing & Contracts**

Exhibitor signature

Date: _____

Date: _____