



**Ferndale Area  
DISTRICT LIBRARY**

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**Art and Exhibitions Committee**

**EXHIBITION AGREEMENT**

*Exhibition Name:* \_\_\_\_\_

**I. OBLIGATIONS of the ARTIST**

1. The artist is responsible for ensuring that all art is suitably framed, with hanging apparatus (screw eyes and wire) or mounted and stabilized for pedestal or showcase display. (See page 3 of this document). All frames, armatures, and mounting arrangements must be securely constructed. The use of gallery clips to frame artwork is not permitted.

2. Work heavier than 20 lbs. (9 kg.), or that projects more than 3" (7.6 cm) from the wall may not be acceptable. Work that is fragile in nature or whose framing or display arrangement is of questionable durability may also be rejected.

3. Work accepted for display is expected to remain at the library for the duration of the exhibition. Artists who remove work prematurely may not be invited to exhibit their work at the library again.

4. The artist is responsible for delivering works to be exhibited to the committee at the library. Artwork cannot be received, nor returned, by parcel carrier. Delivery must take place on the set date and time, unless otherwise arranged with the committee; library staff cannot receive deliveries of artwork. Work not received in time for hanging will not be shown. Artwork should be delivered well-protected with bubble wrap, cardboard, or other appropriate material.

5. While not required, it is strongly encouraged that solo exhibitors contribute to library programming in conjunction with their exhibition. This may take the form of a lecture, discussion, demonstration, or workshop. Other means of contributing are welcome, but are subject to the approval of the committee and library staff.

**II. INSTALLATION/DEINSTALLATION**

1. Exhibition Areas (detailed diagrams are available from the committee):

- A. The Corridor Gallery
- B. Community meeting room
- C. West entry atrium

2. No labels, signs, artwork or other material may be attached to any walls without both the item and the means of adhesion being approved first by the committee. Artists that mar or damage library walls may not be invited to exhibit in the future.

3. Any necessary maintenance of artwork that is exhibited in the library will be the responsibility of the artist.

4. The committee will install the artwork, unless other arrangements are made with the artist.

### **III. SALES**

1. The committee does not charge a commission and will not be involved in the sale of any artwork beyond providing interested buyers with the artist's provided contact information. Artists must deal directly with buyers.

2. Works that are sold must remain on exhibit throughout the designated period. Artists must notify the committee within 48 hours of a sale so that the artwork may be marked as "sold."

3. The committee suggests, but does not require, that in return for the opportunity to exhibit at the library, artists contribute to the Friends of the Ferndale Public library 20% of the selling price of each work they sell. This will be in the form of a check made out to the Friends of the Ferndale Public library and given to the committee within two (2) weeks of the end of the show.

### **IV. PUBLICITY**

1. Permission to photograph and reproduce any work accepted in the exhibition for publicity purposes is considered granted to the library unless otherwise stated in writing. Publicity is handled at the library's discretion.

2. Art shows at the library are public, and exhibiting artists understand that photographing or filming of the exhibit by visitors may occur.

3. Artists are encouraged to promote the exhibit through invitations and announcements.

4. Title and copyright of exhibited materials will remain with the artist.

### **V. LIABILITY**

1. The library will make every attempt to preserve, secure, and protect each piece of art; but neither the staff nor the board of trustees can be held responsible for damage, loss, or theft of the art, nor changes/cancellation of this exhibit due to unforeseen circumstances.

2. The artist agrees to promptly notify the committee in detailed writing of any purported damage to the Work. The committee agrees to promptly notify the artist in detailed writing of any purported damage to the Work.

### **VI. REPRESENTATION**

1. If the artist has a prior relationship with a commercial gallery, retailer or agent it is the artist's responsibility to inform that commercial gallery, retailer or agent of their intention to exhibit at the Ferndale Public library and ensure there is no conflict with respect to this agreement.

2. In no event shall the Ferndale Public Library be obligated to pay any third party fees, expenses, or commissions to any third parties unless agreed to in writing in advance.

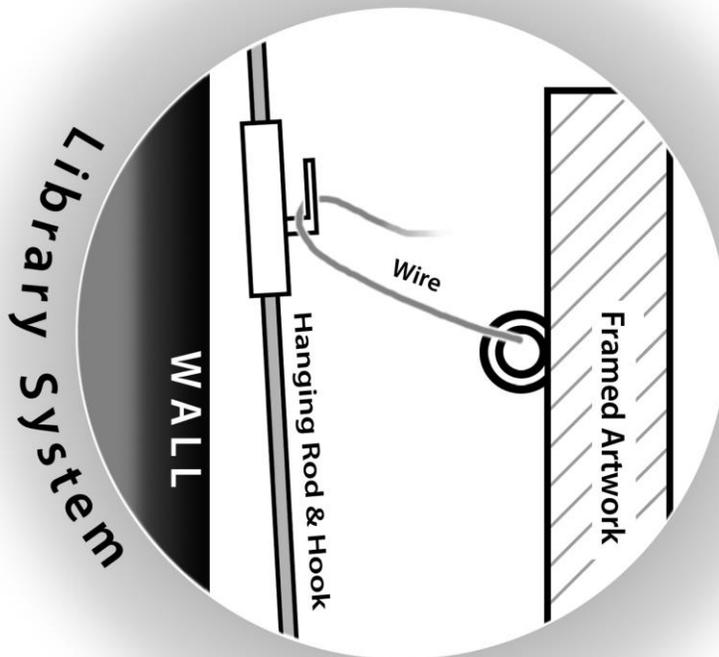
### **VII. INDEMNIFICATION**

The artist shall indemnify and hold the Ferndale Public Library and its successors, licensees, and assigns harmless against all liability or loss (including reasonable attorneys' fees) which they or any of them may suffer by reason of the breach of any of the terms, representations, and/or warranties of this Agreement.

### **VIII. REPRESENTATIONS and WARRANTIES**

**1.** The artist represents and warrants to the Ferndale Public library that the work included in the exhibition, and any additional advertising or promotional material prepared by the artist do not violate the rights of privacy and/or constitute a libel or slander against any person or legal entity, and that the work will not infringe upon the copyright, confidentiality, or any other rights of any person or legal entity or any third party.

**2.** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree and consent that the jurisdiction and venue of all matters relating to this agreement will be vested exclusively in the federal, state and local courts within the State of Michigan. This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless it is made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.



**Exhibition Name:** \_\_\_\_\_

**SCHEDULE**

Art drop-off:

Exhibition:

Reception:

Art Pickup:

**CONTACT INFORMATION**

Name

Address

Phone & eMail

Website

**CHECKLIST**

#	TITLE	MEDIUM	SIZE	PRICE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*(Use additional sheets if necessary to list more works)*

By Signing below, parties have read, understand, and agree to the provisions in this Agreement.

Work Received by Library:

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**Art & Exhibition Committee**      **Artist**

*Date:*

*Date:*

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Work Returned to Artist:

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**Art & Exhibition Committee**      **Artist**

*Date:*

*Date:*