



PO Box 3005 Barrington, IL 60010

music, fine art, dance, theatre

## Barrington Bank and Trust Exhibit Agreement

This BCAC Gallery Agreement establishes an agreement between \_\_\_\_\_ (hereinafter referred to as "Artist") and the Barrington Cultural Arts Center (BCAC) PO Box 3005, Barrington, IL 60010 for the Artist to exhibit at the Barrington Bank and Trust 201 S. Hough St. Barrington, IL 60010 , Cook (county), and is dated and executed as written below. This Agreement sets forth the following terms and conditions.

1. The Artist and BCAC agree that certain artwork described on Schedule A Inventory attached hereto (Artwork) shall be exhibited and offered for sale to the public at the location of the Gallery (Exhibition) for a period of **One month, beginning \_\_\_\_\_, 2010 and ending \_\_\_\_\_, 2010**. The Artist agrees to pay BCAC a ten percent commission said commission to be taken from clients tender to BCAC at the time of sale.
2. The Gallery Coordinator committee has assisted Barrington Bank and Trust in hand selecting artwork from the Ice House Mall Gallery, BCAC Web site, Artist Website or Artist's Work Book. Artist agrees to transport his/her artwork to (IHM Gallery unless otherwise directed) on designated dates and remove unsold Artwork on Gallery-designated dates. Substitutions for sold or needed Artworks may be made at other times by providing an updated Schedule A Inventory of Artwork for prior approval of the Gallery Director, Executive Committee, or approved appointee (hereinafter called "Director")
3. The Gallery provides the space and right for the Artist to exhibit and sell their Artwork. The Gallery does not set pricing, or handle the business of the Artist, or require any exclusive rights to representation of the Artwork. All sales at the Gallery are transacted by the Artist (visa vie, their disclosure of name, price) representative or designee now known as "director".
4. If not already supplied, upon execution of this Agreement, the Artist shall provide to Gallery six (6) JPEG images of artwork either on a CD or emailed to

SusiElr@sbcglobal.net and vesnab@comcast.net. Artist shall also provide a resume or promotional biography to be used by Gallery in preparing press releases and announcements. These materials must be received eight weeks prior to the opening of the exhibition or upon receipt of this contract (whichever is closer to the exhibition). The Artist may provide additional publicity materials for distribution during the Exhibition. The artist gives permission to BCAC to reproduce artist's jpeg files and or photographs for publicity and informational purposes, and may not be returned. At the termination of this agreement, the Artist may request and be given any of the above materials the artist provided to the Gallery which are available. Because some items may be used for publicity purposes, there is no guarantee all items will be available.

5. Gallery agrees to promote the Artist and Exhibition by sending press releases to local papers for coverage in local columns and calendar sections. Artist agrees to promote the Gallery and Exhibition in a positive and professional manner at all times. Artist is strongly encouraged to promote their work at the Gallery through their own initiative as it is to their advantage.
6. Artwork must be delivered to the Gallery location ready for Exhibition; two-dimensional work shall be suitably framed and wired for hanging. (No alligator clips) three-dimensional work must have appropriate hardware for presentation. Any artwork not properly presented for exhibition will not be accepted. Final decisions shall be at the discretion of the Director. All work must be signed and of the Artist's original design. Artist hereby represents and warrants that all of the Artwork is owned by the Artist, and there are no liens of any type against the Artwork, and no allegations or claims of copyright or other infringement. Multiples of the artwork must have edition numbers and may not be mass produced or photo-reproductions. All Artwork must be clearly labeled to cross-reference with the Inventory Schedule A form.
7. Upon delivery of the Artwork to the Gallery, the Artist the artist hereby authorizes and directs the gallery committee to provide transportation and installation of the Artwork.
8. After installation, all Artwork must remain until sold or until a Gallery-designated re-hanging date. Gallery expects Artist to be producing new works that can be rotated into the Gallery on a regular basis. (See #2 above for procedure to change Artwork)
9. All sales will be written up on triplicate sales receipts. Upon the sale of any item of Artwork, Artist or other artist representative exhibiting at the Gallery shall collect from purchaser a check made out Barrington Cultural Arts Center (which is inclusive of all local applicable local or Illinois state sales tax ( )%. The Artist shall be solely responsible for the cost to deliver the Artwork to the purchaser and for any risk of loss after the purchase.
10. Artist agrees to pay all taxes related to the sale, as required by law. (municipal, county, state, federal if applicable)

11. The attached Schedule A Inventory shall detail each item of Artwork and shall set forth the Artist's retail sales price for each item. The Gallery will use reasonable efforts to protect the Artwork from any loss or damage during the exhibition. Regardless, the Artist agrees to assume full responsibility for care, safety and security of Artwork and property, and agrees to indemnify and hold said mentioned Gallery, BCAC and village of Cook County (and those associated with these organizations such as employees, volunteers, trustees or officers) harmless from any loss or damage which occurs to the Artwork or property.
12. Artist agrees to indemnify, hold harmless, and reimburse Landlord and BCAC against any and all lawsuits, claims, demands, damages, liability, losses, cost and expenses including reasonable attorney's fees, that may arise or be alleged to have arisen out of, in connection with, or related to Artist's use of or operations within the Gallery.
13. Artist agrees to take an active role by serving on at least one of the committees: 1) Setup-take down exhibit committee 2) promotions committee through helping with mailing and or email list 3) Theatre to set up take down stage and regularly attending, Gallery receptions, Gallery or Board meetings. Artist agrees to promote every artist's work in the Gallery, not only his/her own. Gallery reserves the right to refuse any Artwork that is not consistent with the quality of work that was presented to the board of directors and was the basis for the Artist's admittance into the Gallery. Such decisions may be made by the Board of Directors/Executive Committee.
14. If Artist fails to comply with this agreement, BCAC or Gallery Coordinators may remove Artwork without notice, and require pickup within 10 days.
15. Artist agrees to provide accurate information about the Artwork to be exhibited at the Gallery on Inventory Schedule A. Inventory Schedule A must be kept current and accurate at all times by the Artist.
16. The provisions of this agreement shall be severable in the event any provision is deemed invalid or unenforceable. This agreement shall be construed according to the laws of the State of Illinois.

I, the Artist, agree to all the terms and conditions contained in this agreement

Signature page for Artist, Gallery, BCAC authorized signature, artist info etc)

Date: \_\_\_\_\_ Artist Signature \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ BCAC Authorized Signatory \_\_\_\_\_

**Attach Schedule A. Inventory. The Schedule A Inventory sheet will be on file at the Gallery, and will become a working document for the Artist, their representative, or designee to keep an accurate inventory, and information about Artist's Artwork in Gallery.**