



PO Box 3005 Barrington, IL 60010

music, fine art, dance, theatre

BCAC/BPD Gallery 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 Park District (BPD) Gallery located at 235 Lions Drive, Barrington, IL 60010, Lake (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 Three months, beginning _____, ending _____. The Artist agrees to pay BCAC a ten percent commission on all artwork sales. Said commission to be taken from clients tender to BCAC at the time of sale, balance to be paid to artist in a reasonable time period.
2. The artist will hand-deliver the Artwork to the Gallery on Gallery-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 Chairperson or committee. Artist agrees to deliver Artwork to the Gallery on _____ at 9:30 a.m. Removal of all the Artwork will be required on _____ at 9:15, unless this agreement is renewed/extended between Artist and BCAC in writing.
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, description of artwork) representative or designee.
4. Artist shall also provide a resume or promotional biography to be used by Gallery in preparing press releases and announcements. BCAC reserves the right to use JPEG photo's provided by artist when they joined. 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 BPD Director(s). 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.
7. Upon delivery of the Artwork to the Gallery, the Artist will authorize BPD Gallery committee members to execute the 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 to Barrington Cultural Arts Center (which is inclusive of all local applicable local, Illinois state or Federal 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, mentioned in number 9 above.
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 Lake 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. BCAC/BPD 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 aforementioned committee and designated staff of BPD. No guarantee is made that artwork delivered to Gallery will be selected or hung. Artist agrees to remove any artwork not selected that day or as arranged by the BPD Director(s).

14. If Artist fails to comply with this agreement, BCAC, BPD or Gallery Committee may remove Artwork without notice, and require pickup within 5 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.

All checks from clients are to be payable to BCAC.

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

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

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