



PO Box 3005 Barrington, IL 60010

music, fine art, dance, theatre

## BCAC Starbucks Exhibit Agreement

This BCAC Gallery Agreement establishes an agreement between [REDACTED] (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 Starbucks Coffee Shop (Gallery) located at 125 Hough Street, 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 [REDACTED] and ending [REDACTED].
2. The procedure for a sale shall be: purchaser will be instructed to write a check for the total amount of sale to BCAC. The BCAC Treasurer will then issue a check to the Artist minus a ten percent commission.
3. The Gallery Coordinator committee has hand selected artwork from the BCAC Website, <http://barringtonculturalartscenter.org>. Artist agrees to transport his artwork to said Gallery on designated dates and remove unsold Artwork on Gallery-designated dates. Substitutions for sold Artwork may be made at other times by providing an updated Schedule A Inventory of Artwork for prior approval of the Gallery Coordinator. Artwork shall not be removed by the Artist for any reason at any other time without prior notification and approval of the Gallery Coordinator.
4. 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”.
5. 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 will assume responsibility for the installation of the Artwork, subject to the direction and approval of the Director, using the typical display equipment provided by the Gallery. If the Artist requests any display equipment that the Gallery does not have available, such equipment must be approved by the Director and shall be provided at the Artist's expense.
8. 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 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.
9. Artist agrees to pay all taxes related to the sale, as required by law. (municipal, county, state, federal if applicable)
10. 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 Barrington (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.
11. 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.
12. If Artist fails to comply with this agreement, BCAC or Gallery Coordinators may remove Artwork without notice, and require pickup within 5 days. Additionally, continued exhibition opportunities may be at risk.
13. 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.
14. 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.

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

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

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

**Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_**

**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**