



Compass Music and Arts Center
333 Jones Drive
Brandon, VT 05733
802-247-4295

Exhibit Contract

Agreement relating to display and commission sale of artwork at premises of Compass Music and Arts Center

MADE BETWEEN:

The Artist: [representative's name and address]

and

The Company: Diversions LLC, doing business (inter alia) as "Compass Music and Arts Center", of 333 Jones Dr., Brandon, Vermont 05733

FOR THE EXHIBIT OF WORK FROM: [dates of exhibit]

1. The Company will provide facilities for exhibition and sale of works of art ("Artwork") created by the Artist. At least 75% of the artwork must be offered for sale during the exhibition and all Artwork must be work which has not previously been displayed within 50 miles of Brandon, VT within the 12 months prior to date of this agreement.
2. If the exhibition is a group display then each artist named above is responsible jointly and separately for the obligations of the Artist set out in this agreement.
3. The facilities provided will be at the discretion of the Company but as discussed with the Artist prior to the date of signing, and are accepted to be appropriate to a gallery which is part of a developing arts center. This may include wall display along the main corridor and/or in the performance hall and/or other rooms as agreed.
4. The Artist will provide the following on or before its respective due date:
 - A. Six (6) weeks before exhibition:
 - a. The title of the show (as agreed upon with the Company)
 - b. At least three (3) images of work that will be displayed and for sale
 - c. An updated description of the theme or premise behind the exhibit, if revised since the proposal was submitted
 - d. Artist Statements from each exhibiting artist pertaining to the Artwork being exhibited
 - e. If applicable, published articles relating to the exhibiting artist(s)/group
 - B. Two (2) weeks before exhibition

- a. A list of all the Artwork titles and other necessary label information including but not limited to: Artist name, title, © year, medium/process, overall dimensions (H x W x D), and retail price
- b. An allowable range of discount (if any) available for each Artwork
- c. At least one image of to-be-exhibited work by each exhibiting artist

Please note: All images are to be good quality, high resolution digital files. All text is to be digital Word documents.

5. All Artwork must be supplied with appropriate hardware for wall hanging, and if applicable, stands/pedestals for 3-D work, or whatever may be required for display. Artist must ensure all hardware is attached and is of suitable quality and strength.
6. Prior to the exhibition, the Artist and Company will come to an agreement as to whether sold Artwork will be left on display for the duration of the exhibit or replaced by a similar size and of similar content to that which sold. In the latter case, the replacement must be delivered as soon as practicable and wherever possible within 24 hours of the sale.
7. The Artist will deliver the Artwork to the Company's premises at a time agreed in advance, at least six days prior to commencement of the exhibition. The Artist will pick up all unsold Artwork at the conclusion of the exhibit at a time agreed in advance with the Company.
8. The Company will publicize the exhibition on its website, to its mailing list and by press release to local press and other appropriate websites. The Artist should supply any relevant information for inclusion in a Press Pack so as to enable the Company to carry out this task most effectively. Press Packs will be sent digitally by email wherever possible. The Artist will also publicize the exhibition to his or her own contact lists (clients, prospective purchasers, critics, etc.)
9. The Company will provide drinks (coffee, soft drinks, and water) for the opening reception. Food, if desired, is the responsibility of the Artist. If desired, a set menu of food prepared by chef Vicky Regia of SoundBite Café is available for purchase: \$100 for solo exhibits; \$200 for a group exhibit.
10. For each item sold from the Company's premises the Company shall retain a commission of 35% (thirty five percent) of the net sale price received. The cost (if any) of shipping/delivery to the customer will be the expense of the customer. The Company shall also be entitled to said commission for any item sold within 90 (ninety) days after closure of the exhibition if the Artwork was first viewed in the exhibition or publicity efforts made by the Company, or if the item is sold via the Company's website.
11. The Company will account to the Artist for the net sales proceeds within a month of the closing of the exhibit.
12. The gallery shall include on each bill of sale of any artwork the following legend: "The purchase of this artwork does not include or confer on the buyer any copyright or other intellectual property (including the right of reproduction or copying) in the original image and all such rights herein are reserved to the artist absolutely."

13. Artist is responsible, at their discretion, for insuring Artwork against loss or damage. The Company will not be responsible for loss or damage to Artwork unless caused directly by the Company's default.

This Agreement is made the day of 2017

The Artist

Signature / Date _____

Name _____

Representative of Diversions LLC

Signature / Date _____

Name / Title _____