

## SVAC 2021 Season

*The undersigned ("Artist") hereby lends to the Southern Vermont Arts Center (SVAC) the objects described herein for the purpose and subject to the terms and conditions set forth. Please complete, sign and return to Gallery Director or SVAC Associate. This Agreement encompasses all artwork lent by the Artist to SVAC for the 2021 Season. Only one Agreement is to be signed for the full year. This Agreement should be accompanied by a completed W-9 for 2021.*

### CONDITIONS

1. The Southern Vermont Arts Center (SVAC) will exercise the same care with respect to the work of art as it does in the safekeeping of comparable property of its own.
2. The gallery in which any exhibition will be located will be determined by SVAC. The final date for the exhibition, together with the gallery to be used, the times and dates for installation and removal of the exhibition, and the time and date of the opening reception, will be decided by SVAC and the schedule communicated to the Artist, as soon as finalized, in writing or electronically.
3. All works submitted will be of the style shown in the exhibition application and approved by SVAC. SVAC reserves the right, at its sole discretion, not to display any work submitted by the "Artist."
4. SVAC's commission is 40% on all sales made. Artist Commission is 60%. **Please note that no payment can be made to the "Artist" until he or she has submitted a completed W9 (with an authorized address and signature) to SVAC.**
5. **All works submitted for exhibition will be original and available for sale.** Works that are not for sale or have been sold prior to the opening of the exhibition will not be displayed. All sales made will go through an SVAC representative and be documented on an SVAC sales receipt. Third-party sales are strictly prohibited.
6. "Artist" will provide labels that accompany the artwork. Please attach labels to the back of each work with the Artist's name, phone, date, and email along with the title, price, and medium of work. Artwork labels can be found on the SVAC website. Submissions over 3 pieces of work will require an inventory list of all work. This inventory list will be attached to or accompany this contract.
7. The work shall remain in the possession of SVAC but may be withdrawn from such exhibition at any time by the Gallery Director or Executive Director of SVAC. "Artist" agrees that they will not withdraw the loan during the term of this agreement.
8. The Artist acknowledges that while on SVAC grounds, the loaned artwork will be insured by SVAC upon the signing of the loan agreement. SVAC does not insure loans during transport and, in the event of damage occurring, the Artist agrees to hold SVAC harmless.
9. The "Artist" certifies that the object lent is in such condition to withstand ordinary strains of packing, transportation and handling.
10. "Artist" agrees that SVAC may use photographic images of the submitted artwork for social media and marketing purposes. It is understood that SVAC will not clean, restore, or otherwise alter the work without the consent of the "Artist."
12. **It is the "Artist's" responsibility to provide proper framing, matting and wiring.** SVAC will not provide framing, matting, or wiring services. Works with special attention for installation must be detailed and accepted by SVAC prior to the artwork's arrival. SVAC will provide hangers and pedestals as needed. SVAC will consider special installation instructions if they are detailed and approved by both the "Artist" and SVAC in advance.

**13.** "Artist" will make arrangements to ensure the return of their artwork. SVAC will not provide compensation for the shipment of artwork to and from SVAC campus. If Artist is sending and receiving artwork via mail carrier, they are required to provide a return shipping label. If SVAC, after making all reasonable efforts and through no fault of its own, is unable to return the work to the Artist within sixty days after the end of the designated show, then SVAC shall have the absolute right to place the work in storage and to charge storage fees unless prior agreement has been made. If, after two years the work is not reclaimed, then the work shall be deemed an unrestricted gift to SVAC.

**14.** All information from the sales will be confidential. The information from the purchased artwork (name of artist, title, price) will be shared with the buyer. Art buyers have the final say on sharing their information with the "Artist."

**15.** In the event of a negotiated sale, "Artist" agrees to allow the SVAC Associate to negotiate 10% of the sale in total (5% from SVAC and 5% from Artist commission). Any further negotiations require approval from the "Artist."

**16.** The foregoing constitutes the entire agreement of the parties and neither this clause, nor this agreement, nor any subsequent modification may be made except in writing signed by both parties hereto. Any changes herein of printed text or written additions must bear the initials of the parties hereto.

<b>Loan Period</b>	<b>2021 SEASON</b>
<b>Artist Information</b>	<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b>
<b>Artist Payment information</b> <small>(where should we send checks during the season – if different from above)</small>	<b>Name:</b> <b>Address:</b>
<b>Shipping</b>	Incoming and outgoing transportation made by "Artist." Please note that SVAC does not provide insurance for artwork during transport.
<b>Signature</b>	I have read the general conditions of this agreement and accept them. I acknowledge that I have read and initialed the conditions on the reverse of this form.  "ARTIST"/AUTHORIZED AGENT _____ DATE _____  SVAC REPRESENTATIVE SIGNATURE _____ DATE _____