

# Scott County Arts Consortium, Inc.

## “The Path of Water” Agreement for Exhibition

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2017 between the **Scott County Arts Consortium, Inc. (SCAC), P.O. Box 1126, Georgetown, Kentucky 40324, (502-570-8366) , located at 117 North Water Street, 502-570-8366, www.artsandculturalcenter.org**

and the Artist, \_\_\_\_\_  
(Artist’s full name as it should appear in publications)

whose address is \_\_\_\_\_  
(Artist’s full address, including zip code)

whose phone number is \_\_\_\_\_ and whose email address is \_\_\_\_\_

The SCAC is a non-profit corporation engaged in charitable and educational activities relating to the arts, and the Artist desires to submit their work of art listed below to the SCAC for exhibition and/or sale under the terms and conditions below.

The parties agree as follows:

- (1) ALL art entries remain the property of the artist.
- (2) The Artist assigns the right to photograph and/or digitally enlarge the image for use as a street art mural if chosen as one of 22 City of Georgetown Stormwater Street Art Murals “ The Path of Water ” Art Contest.
- (3) The Artist assigns the right to use the image for this event and other SCAC Art in Public Places promotions.
- (4) The Artist may choose to offer their work for sale while at the Jailer’s House Gallery, May 20 through July 4, 2017.

“The Path of Water” / City of Georgetown Stormwater street Art Competition and Show is April 22 through July 4th.

The Art will be delivered to the Scott County Arts & Cultural Welcome Center Jailer’s House Gallery by 4 p.m. April 20, 2017 to be prepared for hanging.

The Art will be transported to the Scott County Library for display during the competition April 22 through May 6, 2017.

The Art will be transported to the Scott County Arts & Cultural Welcome Center Jailer’s House Gallery to be on exhibit May 20 through July 4th.

Winners of the Art Competition will be notified after May 6th. Artists with Digital Art and Photography entries will be requested to provide original digital files to prepared by the SCAC for enlargement to 96” x 36” (8 feet x 3 feet). Other art entries chosen for a City of Georgetown Stormwater Street mural will be photographed and prepared for enlargement.

# "The Path of Water"

## Agreement for Exhibition with Option for Sale

**1. Consignment:**

- (a) Artist hereby consigns to the SCAC for exhibition and/or sale of the following work(s) of art (the "Artwork") with a total value listed on Inventory Page 3;
- (b) **The SCAC accepts the consignment of the Artwork for exhibition/sale at the Scott County Arts and Cultural Center Gallery for the period to:**

\_\_\_\_\_ **July 4, 2017**\_\_ / \_\_ **July 8, 2017**\_\_  
**CLOSE of Exhibition / LAST date of pick-up**

**2. Sale of Artwork:**

- (a) Artist agrees that the **SCAC shall be entitled to thirty percent (30%) of the proceeds from the sale of the artwork after deducting Kentucky Sales Tax from the gross sales amount**, or any portion thereof, during the exhibit and for a period of sixty (60) days following the exhibit when such sale is a result of the exhibit.
- (b) **The SCAC will remit to artist seventy percent (70%) of the proceeds received from sale of the artwork within 30 days of the close of the exhibition contingent upon pick-up of remaining inventory. All inventoried art must be picked-up within two weeks (14 days) of the close of the exhibit.**
- (c) The SCAC agrees to collect Kentucky Sales Tax from the purchaser of the artwork at the time of sale and pay same to the Kentucky Revenue Cabinet.

**3. Responsibilities of the SCAC:**

- (a) To exercise reasonable care in the handling, exhibition, and security of the artwork during the exhibit;
- (b) The SCAC is not responsible for any damage caused by acts of God, nature, war, riot, or environmental hazards and is not responsible for any loss or damage to the artwork;
- (c) To coordinate accessibility and scheduling of all off-premises exhibit locations, provided however, that the SCAC may not have the authority or ability to specify exhibition conditions at off-premises gallery of the Scott County Library and therefore disclaims any and all responsibility, warranties or representations, express or implied;
- (d) Unless the SCAC is notified in writing to the contrary, artist agrees and acknowledges that the Artwork consigned to the SCAC pursuant to this Agreement may be photographed and reproduced for SCAC publications, publicity, and educational purposes.

**4. Responsibilities of the Artist:**

- (a) To transport, deliver, or have delivered the artwork to and from the gallery where the exhibit is being held. **NOTE: The artwork, or any portion thereof, that is left at the exhibit gallery or any other SCAC facility for more than 2 weeks (14) days after the closing of the exhibit shall be deemed abandoned and become property of the SCAC which may be sold or otherwise disposed of without notice or compensation to the artist;**
- (b) To suitably identify the Artwork included in the exhibit;
- (c) To be available, if needed, to assist the SCAC to prepare the artwork with special installation requirements, as determined necessary for display and exhibition;

This Agreement shall be construed under the laws of the Commonwealth of Kentucky and shall be binding upon the heirs, successors, agents, and assigns of the parties. Any modifications or waivers to terms of this agreement must be made between the artist and SCAC. Any changes must be submitted to the Board of Directors for approval. All modifications must be made in writing to be enforceable and all necessary terms shall be included.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

Artist Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Scott County Arts Consortium Representative)

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Artist Name \_\_\_\_\_ Date IN to inventory \_\_\_\_\_

**Sale Price:** Price includes 30% commission to the SCAC. *An insurance value MUST be stated.* Those that are not for sale (NFS) must also include an insurance price. Example: \$250/NFS.

**Date Out:** Is to be filled out when the Artwork is picked up at the close of the event, initialed by the person picking up the work.

**Digital File names** will go under “Description of Art”. Please provide the size of the file in megabytes (such as 20 mb)

**Comments:** ( You may write a “story behind the art” to accompany your entry )

	“The Path of Water”	Entry Information	\$ Price	Date OUT	Picked up by
1	Title				
	Description of Art (such as size / digital file name)				
	Media (photo, digital art, painting, collage, drawing....)				
2	Title				
	Description of Art (such as size / digital file name)				
	Media (photo, digital art, painting, collage, drawing....)				
3	Title				
	Description of Art (such as size / digital file name)				
	Media (photo, digital art, painting, collage, drawing....)				