

ARTWORK LOAN & DISPLAY AGREEMENT

This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This contract is entered into at Alma, Wisconsin, by and between Wings Over Alma, hereinafter referred to as "WOA", a non-profit organization, and the below identified individual hereafter referred to as ARTIST.

ARTIST: Full name (please print) _____ Phone: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail: _____ Website: _____

1. **Loan/Display:** ARTIST hereby loans to WOA for display purposes, and WOA hereby accepts for display purposes those pieces of artwork identified on the attached inventory sheet(s) and is hereby made a part of this agreement. Values of artwork must be provided along with titles and short descriptions for each piece of artwork. All inventory sheets shall be signed and dated by ARTIST and a representative of WOA. ARTIST and a representative of WOA will check in all artwork on a joint basis. ARTIST *shall pay* to WOA a \$25.00 entry fee at or before the time the artwork is delivered. If ARTIST is a member of WOA, said fee shall be waived. ARTIST *must* have a current paid membership. *Artwork is required to be wall-ready, with framing and suitable hanging hardware (wire hangers are greatly appreciated over sawtooth hangers and similar devices).* At least one submission per exhibit should be an original work. Photography is considered original work. Artwork should not be repeated within two calendar years.
2. **Promotion:** WOA may (but is not required to) promote the exhibition of artwork to it per this agreement by advertising, signage or other means. ARTIST is encouraged to invite people to the Artist(s) Reception. Digital downloadable invitations can be requested by ARTIST, but printing costs, address application and postage are the responsibility of the ARTIST. WOA can assist with printing if ARTIST is unable to download an invitation file. ARTIST must submit a BIOGRAPHY to be hung next to his/her artwork; biography *must be wall-ready* (foam core mounted with a hanger or framed with hanger) and may not exceed 8.5"x11" in size. Artwork received *after* the exhibition installation date WILL NOT be accepted.
3. **Warranty:** ARTIST hereby warrants that he/she created and possesses unencumbered title and ownership to the artwork and that the description of the same is true and accurate.
4. **Right of Refusal:** WOA reserved the right to refuse any artwork for any reason including, but not limited to damaged artwork, faulty workmanship, misrepresentation of pre-juried artwork, or lack of adherence to exhibit theme/subject requirements.
5. **Duration of Loan/Display:** ARTIST and WOA agree that the term of this loan/display agreement shall be from _____ to _____ (termination date). ARTIST shall be solely responsible for delivery of all artwork. Following the above termination date, ARTIST shall have seven days to pick-up the artwork.
6. **Tax Liability:** The ARTIST assumes all tax liabilities on items sold WOA. The ARTIST should set the price accordingly. The check for the sale of an item will be forwarded to the ARTIST. In turn, the ARTIST will pay WOA a 30% commission on the sale.
7. **Responsibility for Loss/Damage/Theft Insurance Coverage:** WOA shall not be responsible for liable for any loss, damage, or theft of any artwork due to any cause including negligence of WOA or its representatives. WOA does not insure and will not procure insurance on any of the artwork loaned to it. ARTIST is displaying his/her artwork at their own risk of any loss, and is encouraged to provide such insurance coverage on the involved artwork as is deemed reasonable and necessary.
8. **Fiduciary responsibility:** Title to each piece of artwork shall remain with the ARTIST during the term of the loan agreement. WOA shall not loan out or otherwise remove any artwork from WOA premises without the permission of the ARTIST.
9. **Reproduction:** ARTIST reserves all rights to the reproduction of any artwork loaned per this agreement. WOA may request photographs or scans of the loaned artwork for use in promotion of the exhibition. WOA reserves right to print additional exhibit posters, designed by WOA, for sale and support of the non-profit center.
10. **Termination of Agreement:** Notwithstanding any other provision of this agreement to the contract, this agreement may be terminated by either party at any time and for any reason by means of written notification of termination by either party to the other. Written notification of termination must be received a minimum of one week prior to removing artwork.
11. **Hold harmless cause:** ARTIST hereby agrees to defend, identify, and hold harmless WOA and its representatives from and against any and all claims, demands, causes of action, liability, judgments, loss, or costs and expenses, including attorney's fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity whatsoever arising out of, based upon, or related in any way to the performance of this contract.
12. **Modification of Agreement:** Any modification or amendment of this agreement must be in writing signed by both parties.

I/We have read and fully understand this contract/agreement and its terms and conditions. I/We agree to fully comply with all of the terms and conditions of this contract/agreement.

ARTIST (signature): _____ DATE: _____

WOA by: _____ its representative. DATE: _____

