

CRAVEN ARTS COUNCIL & GALLERY, INC.

EXHIBITION CONTRACT

This Contract, is made this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and between the Craven Arts Council & Gallery, Inc. (herein referred to as "Council") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as "Artist"). The Council shall exhibit the Artist’s work at the Bank of the Arts, 317 Middle Street, New Bern, North Carolina, on the following terms and subject to the following conditions:

1. Artist hereby consigns to Council for exhibition and sale the works described on the inventory attached as Exhibit A to this Contract.
2. Artist hereby represents:
   1. The inventory attached as Exhibit A ("Inventory") is a full and complete listing of all works to be placed with the Council for exhibition and sale ("Works").
   2. The Works are the Artist's original creations and those for sale are the unencumbered property of the Artist.
3. Artist further represents that:
   1. The title, medium, retail sales price and size for each work are accurately set forth on the Inventory.
   2. If a Work is part of a collection, the name of the collection has been accurately noted on the Inventory.
   3. All Works to be exhibited must be made available for sale at standard market prices. Any exceptions must be cleared with the Gallery Director.
   4. Artist acknowledges and agrees that the Council may rely on the information provided by the Artist on the Inventory for purposes of exhibiting, selling, and for all other purposes.
   5. Artist is aware that the Council will provide standard insurance for any work of the Artist up to the 60% consignment value while in the possession of the Council.
4. Artist shall deliver all Works to the Bank of the Arts, 317 Middle Street, New Bern.
5. The Works listed on Exhibit A ("Inventory") shall be exhibited by the Council at their discretion.
6. Artist shall:
   1. Deliver the Works to the Bank of the Arts.
   2. If information is not already on file with Craven Arts Council, immediately email to [info@cravenarts.org](mailto:info@cravenarts.org) a brief biography or artist statement.
   3. Furnish advice to and cooperate with the Council in Advertising and publicizing the Artist and the Works.
   4. Furnish data regarding prospective and existing collectors known to Artist.
7. The Council agrees to insure all merchandise within its possession for the duration of the exhibition, up to a value of $2500 per piece. Insurance of the Council includes theft, malicious damage, and loss by fire and water. The Council bears no responsibility for merchandise not picked up by the artist within two weeks of the closing of the exhibition.
8. Council shall advise in a timely manner Artist of the scheduled date of the opening of the exhibit.
9. Council shall pay Artist 60 percent of the retail sales price of any sold Works. Payment due to the Artist shall be delivered to Artist not more than sixty (60) days after the close of the exhibit.
10. Artist may not sell or enter into private negotiations for the sale of any article designated for exhibit by Council during the exhibition dates.
11. Artist reserves all rights to the reproduction of the Works in any manner. However, Artist grants permission for the reproduction of such Works by Council for promotional and other business purposes.
12. Cost of a reception (if any) in conjunction with opening of the exhibit shall be absorbed as follows: If a reception is held at the Bank of the Arts, Artist is expected to attend, if possible, and shall bear his/her own transportation costs. Costs for the reception shall be borne by the Council.
13. The costs of announcements for the exhibition shall be borne by the Council, unless Artist prefers to prepare his/her own (which must be approved in advance by Council), or unless Artist has a special card prepared for such purposes which is acceptable to Council. Promotion of the exhibit shall be handled in usual Council channels.
14. The terms and provisions of this Exhibit Contract shall be governed and construed in accordance with the laws of the State of North Carolina, and any action relating to this Exhibition contract shall be prosecuted in the Courts in the County of Craven, State of North Carolina, and each party does waive all defenses relating to venue and jurisdiction over the person.

Council Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Dates of Exhibition: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Artist Printed Name:

Address:

Telephone:

E-mail:

Rev. 7/2021