

ARTIST EXHIBITION & CONSIGNMENT AGREEMENT

Exhibition Title: *Untitled (Members' Show), 2019*

Exhibition Dates: February 1 to March 24, 2019

Drop-off: Tues. January 29, 2019 11:00 am – 7:00 pm

Reception: Sat. Feb. 2, 4:00-6:00pm

Gallery Hours: Fri.-Sun.: 12:00 – 6:00 pm

Artwork pick-up: Sun., March 24, 6:00–7:00 pm & Tues., March 26, 12:00–6:00 pm

Artist Name (please print):

Street address/city/zip:

Phone:

email (please write legibly):

Loaned item(s). Please make sure information below is clearly indicated on back of work; labels are attached to emailed invitation for your convenience.

1. TITLE:

Date of work:

Medium:

Dimensions (inches, h x w x d):

Sale price (Byrdcliffe takes 40%): \$

2. TITLE:

Date of work:

Medium:

Dimensions (inches, h x w x d):

Sale price (Byrdcliffe takes 40%): \$

<hr/> <p>Artist Signature and Date</p>	<hr/> <p>WBG Representative Signature and Date</p>
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Conditions Governing Loans:

1. Work should be examined by the Lender and the condition noted on the loan form or on a detailed condition report accompanying the object upon delivery to the Woodstock Byrdcliffe Guild (herein referred to as Byrdcliffe)
2. Unless permission is herein declined, it is understood that the loaned objects may be photographed, telecast, and reproduced in connection with the exhibition and in Byrdcliffe publications.
3. For the time specified, objects lent may be displayed or stored at the discretion of Byrdcliffe. Byrdcliffe will exercise the same care of the objects from fire, theft, mishandling extremes of light, temperature and humidity that it does in the safekeeping of its own property. Work may be withdrawn from the exhibition at any time by Byrdcliffe. Byrdcliffe shall also have the right to cancel the entire exhibition at any time for any reason. No object shall be returned until after the final exhibition date.
4. Byrdcliffe shall insure the loaned objects wall-to-wall under its fine arts policy against any and all risks of physical loss or damage from any external cause, subject to the standard exclusions, while in transit and on location during Loan Period. By signing this loan agreement, it is stated by the Lender that the object is fit to travel and is handled, packed and shipped by a reliable agent who is experienced in shipping this type of object. Values and prices set by Lender must reflect fair market value. Byrdcliffe, its employees, agents and members will not be liable for any loss or damage to the Work. Lender agrees that, in the event of loss or damage to the Work, Lender's recovery shall be limited to such amount, if any, as may be paid by Byrdcliffe's insurer, hereby releasing Byrdcliffe, employees, agents or members from liability for any and all claims arising out of such loss or damage. Byrdcliffe will exercise reasonable care in the handling, display, and storage of the work(s) until sold or returned to the Lender. If loss, damage, theft, disappearance, or destruction occurs prior to the sale or return of any work(s) and while in Byrdcliffe's possession, Byrdcliffe will notify the Lender immediately to specify the event that has occurred.
5. Byrdcliffe, its Agents or Representative shall not be held liable or subject to damages as a result of errors or omissions in publications, marketing materials or publicity. Byrdcliffe will make a reasonable effort to attempt to provide corrected information as appropriate.
6. The Work will be returned only to Lender or an authorized agent. Any agent of Lender who attempts to take possession of the Work at the end of the Loan Period must present evidence of authority to do so, satisfactory to Byrdcliffe, before the Work will be released. If the Work is not retrieved by Lender or lender's agent at the end of the Loan Period, Byrdcliffe shall have the right to place the work in storage at Byrdcliffe or elsewhere, to charge storage fees and the cost of insurance therefore, and to have and enforce a lien for such cost. Byrdcliffe hereby disclaim, and Lender hereby releases Byrdcliffe from any liability or responsibility which occurs after the time for retrieval of the Work at the end of the Loan Period, including without being limited to, loss of or damage to the Work during storage or during transit to or from storage.
7. The Lender hereby certifies being the legal owner of the Loaned Object and has the full right and authority to enter into this agreement and to grant rights herein, free and clear of any liens, claims, encumbrances or litigation and use of the loan will not infringe upon or violate the rights of any person or entity.
8. Sales: As soon as practicable following the sale and payment for any work(s), Byrdcliffe will provide artist/consignor with name and address of the purchaser and a check in the amount of the retail price for the work sold after deducting the commission to be retained by Byrdcliffe. Sales of Artwork included in the Exhibition and sold within three months after the closing date of the Exhibition are subject to this contract if purchaser learned about the Artwork through exhibition at the Kleinert/James (WBG), or publicity efforts of the Kleinert/James (WBG). In this instance WBG shall receive a commission equal to the commission that the WBG would have received during the run of the Exhibition. WBG reserves the right to offer a 10% discount to buyers, to be shared with consignor.