



**Kittery Community Center**  
120 Rogers Road, Kittery, ME 03904  
(p) 207-439-3800 • (f) 207-439-1780  
www.kitterycommunitycenter.org

Director  
Recreation Supervisor

Jeremy Paul  
Valerie Lachapelle

***Kittery Community Center – Morgan Gallery  
Artists Memorandum of Understanding***

Under this contract -- **Kittery Community Center (KCC)** and \_\_\_\_\_ (**Artist**) -- agree that select pieces of artwork will be exhibited and sold exclusively at KCC (see list below). This contract will commence on ( / / ) and end on ( / / ).

Under this contract, **KCC** will:

- Display the **Artist's** work at KCC from / / to / /
- Include information on the art exhibit/Artist in the KCC brochures/website/ and marketing collateral for publicity purposes
- Not be held responsible for any loss, theft or damage to the artwork
- Retain 30% commission on all "net sales" (proceeds after Artist pays tax) of artwork on display, in lieu of a space usage fee.

Under this contract the **Artist** will:

- Agree to indemnify and hold KCC and its employees, agents, and volunteers, including the town of Kittery, harmless from any loss, theft, or damage to the artwork
- Submit jpeg's of selected works - list of titles and prices
- Submit copies of resume & artist's statement for display during the exhibit
- Allow the use of the images by **KCC** for publicity purposes
- Include notes on his/her website on the selected works: "*sold exclusively through KCC*" [for the duration of the exhibit]
- Include a link on his/her website to **KCC** website.
- Be responsible for arranging an opening reception (optional) in conformance with the KCC Facility Use Agreement guidelines.
- Provide KCC with artist collateral (business cards, brochures) to be displayed throughout the exhibit as contact information for prospective buyers
- Be responsible for installing/uninstalling of the art exhibit within the designated areas and with the supervision of a member of the Arts & Culture Committee
- **Be responsible for managing all art sales – and sales tax**
- **Provide KCC with a full accounting of sold items by the closing of the exhibit**
- Provide **KCC** payment equaling 30% of total sales within 1 week of the closing of the exhibit
- Retain 70% of all sales on artwork on display

Under Agreement Artworks/Titles of Artwork

Prices

I agree to uphold all the terms and conditions specified in this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeremy Paul, Director  
Kittery Community Center  
120 Rogers Road  
Kittery, ME 03904  
207-439-3800

\_\_\_\_\_  
Artist