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[www.kitterycommunitycenter.org](http://www.kitterycommunitycenter.org)

Director: Jeremy Paul • Chris Luise, Community Center Supervisor

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### Morgan Gallery Artist Exhibition Contract

This Contract outlines the rights and responsibilities between the Kittery Community Center (herein, KCC) acting for itself and through its Visual Arts Committee (VAC) and \_\_\_\_\_ (herein, Artist) for the purpose of exhibiting Artwork at the Morgan Gallery located in the Kittery Community Center.

- 1. Duration:** The Exhibition is scheduled \_\_\_\_\_ through \_\_\_\_\_. The KCC Visual Arts Committee, at its sole discretion, may extend the Exhibition to a mutually agreed upon date. The terms of this Contract will be in full force and effect upon the date the Artist signs the Contract through the end of the Exhibition.
- 2. Exhibition Fee:** The Artist will elect to pay an Exhibition Fee or allow the exclusive Sale of Artwork and pay a Commission Fee during the Exhibition. Both Parties must approve this decision when this Contract is executed. The decision will remain binding for the duration of the Exhibition.
- 3. Display of Artwork:** The Artist agrees that the Artwork selected for display and listed in Appendix A of this Contract will be exhibited exclusively at the KCC for the duration of the Exhibition. The Artist will pay an Exhibition Fee set by the KCC or elect to sell Artwork during the Exhibition in lieu of an Exhibition Fee and in accordance with Section 3 of this Contract. The KCC has the right to waive or reduce the Exhibition Fee if, at its sole discretion, the Exhibition achieves other program objectives.
- 4. Sale of Artwork:** The KCC will allow the sale of Artwork displayed during the Exhibition in lieu of an Exhibition Fee in accordance with the following requirements:
  - a.** Artwork included in this Exhibition and listed under this Contract will be sold exclusively through the KCC in accordance with the provisions described under this Section 2. This includes any Artwork currently exhibited at the KCC that the Artist may display through other means such as printed media, internet, or virtual platforms, etc. for the duration of the Exhibition. If this occurs the Artist will Include a notice that reads, *"sold exclusively through the KCC"*.
  - b.** KCC will be paid a 30% commission on all "net sales" (proceeds after Artist pays tax) of Artwork Exhibited, in lieu of an Exhibition Fee. The Artist will provide KCC with a full accounting of sold Artwork at the close of the Exhibit and provide KCC payment within one (1) week of the Exhibition closing.
  - c.** The Artist is responsible for managing all Artwork sales transactions, payment of any Maine State Sales Tax, and delivery of sold Artwork.
  - d.** If the Artist allows the purchaser of any Artwork to take possession of the Artwork before the close of the Exhibition the Artist must replace it with another piece consistent with the theme of the Exhibit or keep the Artwork on display until the close of the Exhibition. The KCC reserves the right to waive this requirement if the piece removed does not disrupt the display.

**5. The Artist will indicate if it elects to pay an Exhibition or Commission Fee by checking the appropriate box below:**

- ☐ Pay a 30% commission fee to the KCC on the sale of Artwork during the Exhibition.
- ☐ Pay an Exhibition Fee in the amount of \$\_\_\_\_\_ to the KCC and prohibit the sale of Artwork displayed in the Exhibition.
- ☐ Fee Waived by Visual Arts Committee.

**6. Other Rights & Responsibilities of KCC:** Under this Contract, the KCC:

- a. Will include information about the Exhibition and Artist in the KCC brochures, website, and marketing collateral for publicity purposes.
- b. KCC and the Town of Kittery will not be held liable for any loss, theft or damage to the Artwork.

**7. Other Rights & Responsibilities of Artist:** Under this Contract, the Artist:

- a. Agrees to indemnify and hold KCC, its employees, agents, and volunteers, including the Town of Kittery, harmless from any loss, theft, or damage to the Artwork exhibited.
- b. Will list all Artwork to be exhibited including title/description and price using the form in Appendix A of this Contract and submit JPEG photographs for each of the listed works.
- c. Will provide KCC with copies of Artist's resumé, Artist's Statement for the Exhibit and Artist's collateral (business cards, brochures, etc.) that will be displayed throughout the Exhibit and provided as contact information to prospective buyers.
- d. Will allow the use of the Artwork images by KCC for publicity purposes.
- e. Include a link on the Artist's website to the KCC website.
- f. Will be responsible for coordinating an optional opening reception with the Visual Arts Committee in conformance with the KCC Facility Use Agreement guidelines & any public health protocols in place at the time of the reception.
- g. Be responsible for installing and taking down the Exhibit within the designated areas at the KCC with the supervision of a member of the KCC Visual Arts Committee (VAC).

**We the undersigned agree to uphold all the terms and conditions specified in this Contract.**

\_\_\_\_\_  
 Jeremy Paul, Director                      Date  
 Director, Kittery Community Center

\_\_\_\_\_  
 Artist    Date  
 Print Name below  
 \_\_\_\_\_

## Appendix A

### Listing of Artwork Displayed Under This Contract

Please use additional sheet(s) if necessary. Price only required if electing to sell artwork during Exhibition.

[illegible]