

## 2018 Pop-Up Artist and Venue Partnering Agreement

I, \_\_\_\_\_ [Artist] agree to display my work at \_\_\_\_\_ [Venue] according to the terms in this document. *Both the Artist and Venue agree to the following terms and conditions regarding the Exhibition Phase of Pop-Up: A Valparaiso Art Experience, specifically in regards to the display of artwork.*

### Artist Contact Information

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Venue Exhibition Coordinator Information

Business Name [Venue]: \_\_\_\_\_

Venue Exhibition Coordinator: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 1. Artwork Checklist:

What artwork(s) will the Artist display at the Venue during the Pop-Up exhibition:

#	Title	Medium	Size	Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

### 2. Schedule:

- Artwork installation/drop-off date: \_\_\_\_\_

*\*Installation must occur by June 13, 2018*

(Please check)     Artist will install artwork     Venue will install artwork

- Exhibition: June 21 - July 6, 2018
- Artwork Pickup: \_\_\_\_\_

### 3. Exhibition Hours

Venue hours of operation open to the public during the Pop-Up Art Experience.

Monday: \_\_\_\_\_

Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

### 4. Acknowledgements:

The Venue will acknowledge the Artist as the creator of the artwork in any promotional materials both in print & online. The Artist will acknowledge the Venue in all references to the Pop-Up exhibit location.

### 5. Insurance:

Check one:

The Artist will obtain insurance, at their own cost and expense during the duration of the Pop-Up Experience.

The Venue will obtain insurance, at their own cost and expense during the duration of the Pop-Up Experience.

Artist & Venue accept that the artwork exhibited during the Pop-Up will not be insured by either party.

### 6. Sales:

The Artist may offer the Work for sale during Pop-Up, but must maintain the public display of the Work in the agreed Venue for the duration of Pop-Up. Sold works will only be available to purchasers after the close of Pop-Up. Sales are the sole responsibility of the Artist, unless negotiated otherwise with the agreed Venue. Pop-Up will not be involved in the sale or presentation for sale of the Work.

Describe how sales will be handled during this partnership:

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**7. Mutual Indemnifications:**

Both the Artist and the Venue will indemnify, hold harmless and defend the other from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to our arising out of a breach of this Agreement by the indemnifying party.

**8. Indemnification of Pop-Up:**

Both the Artist and Venue agree that in no instance will Pop-Up organizers nor Valparaiso Events be liable to the Artist or Venue for any claim, suit, action, loss, expense or liability relating to or arising from Pop-Up or their respective participation in Pop-Up. The Artist and the Venue shall defend, indemnify and hold harmless Pop-Up and its affiliates, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature which any person or party may make against Pop-Up based upon or arising out of the Work, the Venue, or any other claim or demand relating to Pop-Up. Pop-Up is a third-party beneficiary under this Section. The obligations of the Artist and the Venue under this Section shall be joint and several.

**9. General:**

This Agreement and all rights and duties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. This Agreement may be amended, modified, superseded or cancelled only by written agreement of the Artist and the Venue. This Agreement may be executed in counterparts, by facsimile or e-mailed signature pages or otherwise, each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same Agreement. Neither party may assign this Agreement or delegate any rights to duties without the prior written consent of the other party.

**NOTE:** If negotiating via email, a typed signature between slashes is valid. Example **/Jane Smith/**

Agreed and Accepted:

“Artist” \_\_\_\_\_ /\_\_\_\_/\_\_\_\_

*Signature*

*Date*

“Venue” \_\_\_\_\_ /\_\_\_\_/\_\_\_\_

*Signature*

*Date*