

PUBLIC EXHIBITION AGREEMENT AND WAIVER

This agreement is entered into this (Date) _____ , by and between the **Rochester Museum of Fine Arts** (hereinafter the “RMFA”)

ARTICLE I — ARTIST INFORMATION

- *Artist/Lender Name:*
- *Web URL or Instagram Hashtag:*
- *Phone:*
- *Email address:*
- *Exhibit Start Date:* _____ *Exhibit End Date:* _____
- *Type of Art:* _____ *Exhibit Title:* _____
- *Number of works on display:* _____

ARTICLE II — GENERAL REQUIREMENTS

Section 1: Any Shipping/Handling costs will be the responsibility of the Artist/Lender. Return shipping is required. (Return Shipping labels MUST have a visible bar code for scanning.) Hand written return labels will NOT be accepted. Artwork(s) without return shipping will be held for no more than seven days after the exhibition end date specified above.

Exhibitions requiring multiple shipping boxes should be labeled on the outside in order to identify which boxes fit certain pieces in order to properly return Artwork(s) safely.

Section 2: Artwork(s) must be shipped/delivered ‘installation ready’ unless otherwise noted during prior negotiations. We utilize a “hanging rail” system. NO ‘sawtooth’ hangers, etc. Everything must be wired in the back.

Section 3: Artist must send a brief biography/artist statement as well as an up-to-date curriculum vitae.

Section 4: The RMFA does not individually label works. At least one sign with the Artist’s name and contact information will be prominently displayed nearby.

Section 5: The RMFA does not retain commission on art sales. All sales are between the artist and seller. (Please include your contact information so we can send purchasers to you directly.)

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ARTICLE III — REJECTION/EXHIBITION DATES

Section 1: The RMFA reserves the right to reject accepted work that differs significantly from the submitted images, or is inadequately prepared for installation.

Section 2: The RMFA reserves the right *not* to exhibit a work selected by a Guest Juror for any reason without explanation.

Section 3: The term of the exhibition begins when the Artwork(s) are delivered to the RMFA, and shall run through the agreed upon Exhibit end date, plus a period of no longer than seven business days for the Artwork(s) to be reclaimed by the Lender.

Section 4: ALL Artwork(s) must be removed on the day and time as scheduled. The RMFA does NOT have any proper or secure storage space available. Abandoned Artwork(s) will be discarded after no more than seven days after the exhibit ends unless other arrangements have been made.

Section 5: The RMFA has the absolute right, in its sole discretion, to remove or to relocate any Property. The RMFA acknowledges, however, that it must inform the Property Owner(s) of any such change within 48 hours.

Section 6: I agree that I will have a period of no longer than seven business days to remove any and all property from the exhibition location if either the Lender or RMFA chooses to terminate the exhibition before the specified exhibit end date.

ARTICLE IV — WAIVER

I (please print), _____ (Artist), agree to the following:

Section 1: I acknowledge that my property, including, without limitation, any art or other items on display (collectively to be known as the “Property”) may be damaged, lost or stolen during the exhibition of or during the unpacking, packing or transportation of and I acknowledge and understand the risk involved by allowing such property to be displayed by the RMFA.

We take every precaution to ensure that works are not damaged. The RMFA is not responsible for loss or damage to artworks, including frames and mountings, no matter how they are caused, and all works are submitted to the gallery subject to this condition.

Section 2: I understand that the RMFA does not insure works and if I so choose I must acquire my own insurance. If I so choose such insurance, I agree to submit a copy to the RMFA as well as an up-to-date “condition” report of all pieces.

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Section 3: The RMFA reserves the right to use images of the Artwork(s) for educational and promotional purposes including but not limited to newspaper, television, and internet. Artists/Lenders also agree to submit 1-3 high-resolution images for such purposes.

Section 4: By signing this waiver, I hereby agree to indemnify and hold the RMFA, City of Rochester, employees/volunteers or designated representatives, harmless from any type of intellectual property infringement, including but not limited to patent, copyright or trademark infringement.

Section 5: By signing this waiver, I also agree to waive any personal injury or property damage claim, now or in the future, that I may suffer as a result of the “exhibition”, and I agree to indemnify and hold the RMFA, employees/volunteers and designated representatives, harmless from any personal injury or property damage claim, now or in the future, that I may suffer or cause at the “exhibition”.

I hereby represent and warrant that I have read this Artist Waiver Form in its entirety and fully understand its contents. I have signed the waiver voluntarily and of my own free will. By signing this waiver, I release and hold harmless the RMFA, its Board of Directors, employees/volunteers or representatives from and against any and all claims of injury or damages relating to the above provisions.

Artist/Lender Printed Name:

Artist/Lender Signature:

Artist/Lender Initial: _____