



**JURIED COMPETITION
& EXHIBITION
NOV 1-17, 2018**

artist and venue hosting agreement

This Artist and Venue Hosting Agreement, dated _____, 2018, is by and between _____ (“Artist”) and _____ (“Venue” named) located at _____ (“Venue” physical address).

Artists and Venue have each registered with Friday Arts Project (hereinafter “FriArts”) to participate in ART PARTY! Artist and Venue’s participation in ART-PARTY! is governed by the respective ART PARTY! Competition Rules and Eligibility for Artists and the Venue Registration and Agreement for Venues, as applicable, together with other rules, policies, and procedures established or that may be established by FriArts, and more particularly described at www.artparty.fridayartsproject.org. Artist and Venue agree to the following terms and conditions regarding Artist’s display of a work of art (“Entry”) at Venue in connection with ART PARTY!:

1. Entry: The Artist will display the following Entry (or Entries) at the Venue.

ENTRY #1

TITLE/DATE

MEDIUM/CATEGORY

SIZE (HEIGHT X WIDTH X DEPTH)

YEAR: (ARTWORK COMPLETED)

IS YOUR PIECE FOR SALE?

SALE PRICE/FAIR MARKET VALUE

ENTRY #2

TITLE/DATE

MEDIUM/CATEGORY

SIZE (HEIGHT X WIDTH X DEPTH)

YEAR: (ARTWORK COMPLETED)

IS YOUR PIECE FOR SALE?

SALE PRICE/FAIR MARKET VALUE

ENTRY #3

TITLE/DATE

MEDIUM/CATEGORY

SIZE (HEIGHT X WIDTH X DEPTH)

YEAR: (ARTWORK COMPLETED)

IS YOUR PIECE FOR SALE?

SALE PRICE/FAIR MARKET VALUE

ENTRY #4

TITLE/DATE

MEDIUM/CATEGORY

SIZE (HEIGHT X WIDTH X DEPTH)

YEAR: (ARTWORK COMPLETED)

IS YOUR PIECE FOR SALE?

SALE PRICE/FAIR MARKET VALUE

Friday Arts Project
RE: ART PARTY!
143 N Confederate Ave.
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ENTRY #5

TITLE/DATE

MEDIUM/CATEGORY

SIZE (HEIGHT X WIDTH X DEPTH)

YEAR: (ARTWORK COMPLETED)

IS YOUR PIECE FOR SALE?

SALE PRICE/FAIR MARKET VALUE

ENTRY #6

TITLE/DATE

MEDIUM/CATEGORY

SIZE (HEIGHT X WIDTH X DEPTH)

YEAR: (ARTWORK COMPLETED)

IS YOUR PIECE FOR SALE?

SALE PRICE/FAIR MARKET VALUE

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2. SHIPPING OR HAND-DELIVERY AND RETURN OF ARTWORK:

- a. Artist and Venue are expected to coordinate with each other for the shipment or hand-delivery of Entry to the designated Venue.
 - » Shipment or hand-delivery of non-installation artwork must arrive at the Venue no earlier than Monday, October 22 and no later than Wednesday, October 24 (5PM).
 - » Installation Art must be delivered, installed, and removed by the artist upon appointment with FriArts and Venue. Installation begins no earlier than Wednesday, October 24 and must be completed no later than Thursday, October 31, 2018 (5PM).
- b. If Artist is Shipping Entry:
 - » Artist is responsible for clearly labeling Entry and packaging materials with artist name.
 - » Artist is responsible for the shipment and all related costs of Entry to the designated Venue.
 - » Artist is responsible for including a PREPAID RETURN SHIPPING LABEL with shipment of Entry (if Artist is not picking up the Entry in person).
- c. If Artist is Hand-Delivering Entry:
 - » Artist is responsible for coordinating with designated Venue for hand-delivery of artwork to designated Venue.
 - » Venue is responsible for coordinating the pick-up of Entry with the shipping agency or artist for return of Entry to the Artist.
- d. INSTALLATION ART: Artist is responsible for coordinating with designated Venue and FriArts for delivery, installation, and removal of Installation Art.
- e. Entry must remain on display Friday, November 1 through Saturday, November 17, 2018. Artwork cannot be removed from designated Venue until Sunday, November 18, 2018 at 1:00pm and no later than Tuesday, November 20, 2018 at 5pm.
- f. All removals must be initiated and coordinated by the Artist with designated Venue. **Entries remaining after 5pm on Tuesday, November 20, 2018, will be disposed of by FriArts, in its absolute and exclusive discretion, with no recourse or remedy available to the artist.**

3. INSTALLATION OF ARTWORK:

- a. Entry will be installed no earlier than Wednesday, October 24 and no later than Thursday, October 31, 2018. Artist and Venue have agreed that FriArts will install the Entry using a trained art-handling team.
 - » Installation Art must be delivered, installed and removed by the artist upon appointment with FriArts Team and Venue. Installation will begin no earlier than Wednesday, October 24 and must be completed no later than Thursday, October 31, 2018 (5PM).
- b. HANG-READY Artist must send Entry "hang-ready." 2-D pieces must have weight appropriate hardware (d-rings, eye bolts/screw eyes, and/or wire; all eye bolts/screw eyes should be outfitted with wire) and 3-D pieces must arrive with installation instructions if Entry cannot be displayed on a sculpture stand or other level, secure surface. For digital media, film, video, etc., that require a projector, computer, and/or monitor, etc., to display, the Artist must provide such equipment for installation and use during Art Party. Entry must be identified with Artist's name. Artworks deemed not ready to hang or shown as delivered will be excluded from Art Party.

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- c. Venue agrees to the following standards for the security and longevity of Entry:
 - i. The Venue will maintain a temperature of 72 degrees Fahrenheit or lower for the duration of Entry's installation and display.
 - ii. Entry will not be displayed in direct sunlight.
 - iii. Entry will not be displayed near harmful chemicals, including, but not limited to, those found in household cleaning products.
4. Venue: Artist agrees that Entry will be displayed only at the Venue during the entire ART PARTY! exhibition and event, which begins on November 6, 2018, and ends on November 17, 2018 ("ART PARTY! Period").
5. PUBLIC Access: Venue shall not charge an admission fee to the public to view the Entry during the ART PARTY! Period. The portion of the Venue in which the Entry will be displayed must be available for public access during Venue's normal working hours AND the required days and times during the ART PARTY! Period, which include Friday, November 16 from 11 am - 8 pm and Saturday, November 17 from 11 am - 6pm.
6. COSTS:
 - a. Artist is responsible for:
 - » all costs relating to production of Entry.
 - » all costs relating to transporting Entry to and from the designated Venue.
 - » cost of installation materials for Entry if Entry cannot be installed using a standard picture hanger nail and hook.
 - » for any additional promotional materials, other than those provided by FriArts, to display during the ART PARTY! Period.
 - b. Venue is responsible for:
 - » displaying promotional materials provided and paid for by FriArts during the ART PARTY! Period.
 - » all utility costs relating to display of the Entry at the Venue.
7. SALE OF ENTRY:

Artist has the sole discretion to determine whether to offer the Entry for sale.

 - » If Artist offers Entry for sale, Artist and Venue agree as follows:

Venue will make Entry available for purchase through Venue during the ART PARTY! Period.
 - i. For-profit Venues are responsible for processing payment of the Entry and for collecting, reporting, and remitting applicable state and local sales taxes. Sales and other taxes must be collected at the time of the sales transaction. In exchange for processing the transaction, Vendor may retain 30% of the sale price, less applicable taxes. Artist will receive payment of the remaining 70% of the sales price, less applicable taxes, from the Venue no later than Wednesday, November 21, 2018.
 - ii. If the Venue is a non-profit, Artist will make adjustments to the price of their work to include necessary sales tax to be able to remit applicable state and local sales taxes. Vendor may retain 30% of the sale price. Artist will receive payment of the remaining 70% of the sales price from the non-profit Venue no later than Wednesday, November 21, 2018. Artist in the non-profit Venue is responsible for remitting the applicable sales tax to the South Carolina Department of Revenue.

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iii. Artist is responsible for all Federal and State personal income taxes.

OR

» Artist will *NOT* offer Entry for sale.

8. **ACKNOWLEDGMENTS:** Artist shall acknowledge Venue in all written references to the Entry's exhibition in Rock Hill, South Carolina. Artist will be recognized as the creator of the Entry in the display and in all references to the Entry in formal materials and official online representations. Venue will be recognized on the ART PARTY! website as a Venue and will be listed on official materials detailing the events. Artist acknowledges that Venue may host other Artists and other Entries in connection with ART PARTY! and that this Agreement is not to be construed as an exclusive hosting arrangement.
9. **TITLE:** As between Artist and Venue, title and ownership of the Entry shall remain with the Artist. Venue will not permit any third party to assert any liens against the Entry.
10. **COMPLIANCE WITH LAWS:** Each party will comply with all applicable federal, state and local laws and regulations applicable to such party with respect to the Entry and the display of the Entry.
11. **INSURANCE:** Artist will obtain and maintain insurance relating to the Entry at his/her own cost and expense, or otherwise be liable for all risks relating to the Entry's installation, display, public exhibition, and de-installation in connection with ART PARTY! Artist agrees that the Venue and FriArts is not responsible for any claims, damages, liabilities, debts, loss and obligations related to Artist's Entry or installation of Artist's Entry.
12. **SECURITY:** Venue is responsible to secure and safeguard the Entry throughout the ART PARTY! Period and during installation and removal.
13. Venue is responsible for providing the public with a safe and accessible location to view the Entry.
14. **VENUE PROMOTION:** Venue will have the option to promote Venue's business and the Location and produce events associated with its display of the Entry at its reasonable discretion during the ART PARTY! Period.
15. **MUTUAL INDEMNIFICATION:** Artist and 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 or arising out of a breach of this Agreement by the indemnifying party.
16. **INDEMNIFICATION OF FriArts:** Artist and Venue agree that in no instance will FriArts be liable to Artist or Venue for any claim, suit, action, loss, expense or liability relating to or arising from ART PARTY! or the respective participation in ART PARTY! Artist and Venue shall defend, indemnify and hold harmless FriArts and their respective directors, officers, 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 FriArts based upon or arising out of the Entry, the Venue, or any other claim or demand relating to ART PARTY!, FriArts is the intended third-party beneficiary under this Section. The obligations of Artist and Venue under this Section shall be joint and several.
17. **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 South Carolina.

This agreement may not be amended, modified, superseded or canceled without written agreement of FriArts.

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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 parties.

Agreed and Accepted:

ARTIST:

PRINT ARTIST NAME

SIGNATURE

DATE

MAILING ADDRESS

VENUE:

PRINT NAME OF VENUE

PRINT NAME OF VENUE CONTACT

PRINT CONTACT'S TITLE

SIGNATURE

DATE

MAILING ADDRESS

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