



THE KIRBY GALLERY OR UPPER GALLERY  
of the Kirby Cultural Arts Complex  
213 N. Main Street  
Roxboro, NC 27573  
336.597.1709

## AGREEMENT TO EXHIBIT ARTIST'S WORK

This Agreement is between the Kirby Cultural Arts Complex of the Person County Recreation, Arts and Parks Department (the "KCAC")

and (the "Artist"):

Mailing Address:

Phone:

email:

WHEREAS, the KCAC maintains a gallery for the exhibition of art objects at 213 North Main Street, Roxboro, NC (the "Gallery"), and

WHEREAS, the Artist has created certain works of art which are identified in Exhibit A, attached hereto (the "Artist's Work"), and

WHEREAS, the KCAC and the Artist wish for the Artist's Work to be exhibited in the Gallery and to agree on the terms of such exhibition, and

WHEREAS, all artwork displayed in the Gallery must be professionally presented and content must be approved. The Gallery reserves the right to deny display to any pieces not deemed acceptable. Any works containing nudity will be removed.

NOW, THEREFORE, in consideration of the promises and representations of the KCAC and the promises and representations of the Artist, it is hereby agreed:

1. **Exhibition of Artist's Work.** In consideration of the agreement of the Artist to provide the Artist's Work to the Gallery for the purpose of exhibition, the KCAC agrees to exhibit the Artist's Work in the Gallery during the Exhibit Time.

### **Exhibit duration:**

In furtherance of such agreement, it is mutually agreed as follows:

2. **Delivery of Artist's Work to Gallery.** Artist shall deliver, or cause to be delivered, the Artist's Work to the Gallery by **this date**:

3. **Placement of Artist's Work in the Gallery.** The Artist/Gallery Representative will physically place or hang the Artist's Work within the Gallery at a place determined through consultation and direction of the Gallery.

4. **Removal of Artist's Work from the Gallery.** The Artist will physically remove the Artist's Work from the Gallery within two weeks after the ending of the Exhibit Time or an agreed upon date between the Artist and Kirby staff.

The KCAC shall have no liability for the preservation and safe keeping of the Artist's Work after the Removal Date and it is agreed that the Artist assumes all such liability after the Removal Date.

It is further agreed that if the Artist's Work is not physically removed from the Gallery within thirty (30) days immediately following the Removal Date, such work shall be considered abandoned by the Artist and shall as of such date become the exclusive property of the KCAC unless arrangements are made prior to the completion of the show. Artist(s) are required to make available for sale at least 50% of work shown in the Gallery.

5. **Property Insurance.** The KCAC shall maintain in effect a policy of property insurance for the purpose of insuring Artist's Work against damage or destruction between Placement and Removal. Such insurance shall be in an amount which reasonably will provide coverage for the value of Artist's Work and all other works of art displayed in the Gallery during the Exhibit Time.

6. **Valuation of Artist's Work.** The Artist shall be solely responsible for providing a valuation and documentation supporting that valuation for each piece of Artist's Work. Such documentation shall include, but not be limited to, one or more photographs of each piece of Artist's Work. If a claim is made for damage or destruction of Artist's Work, the KCAC shall make no representation as to the value of Artist's Work and the KCAC shall not participate in resolution of such claim.

7. **Sale of Artist's Work.** For each piece of Artist's Work which the Artist wishes to sell during Exhibit Time, the Artist will direct the Gallery the price at which the work is for sale. If a sale is made, the KCAC staff will submit request for payment to the Artist minus the appropriate commission fees. Artist is responsible for any government or tax reporting obligations. The KCAC retains a commission for all sales and a W9 is required upon the signing of this contract. The commission is 15% if a Person County resident and 25% if a non-county resident.

8. **Photo Release of Work.** The Artist shall allow KCAC to take photos of artwork for use in newspaper and/or web site, brochures and announcements.

ARTIST or REPRESENTATIVE:

Date:

DIRECTOR OF KCAC:

Date: