



altered|esthetics

1224 quincy st ne • minneapolis mn 55413 • (612) 378-8888 • opencall@alteredesthetics.org

## 2008 EXHIBITION CONTRACT

*If your work is accepted into the exhibit, please complete, sign, and send this Exhibition Contract  
Digital contracts cannot be accepted.*

This contract is made and entered into on \_\_\_\_\_  
(date, year)

by \_\_\_\_\_  
(artist) (address)

and Altered Esthetics, 1224 Quincy Street NE, Minneapolis MN.

Regarding the following works:

Submission Title(s):  
(Please number multiple submission titles.)

Pricing, if for sale:  
(please note if price includes frame/base/etc. Works will be priced as noted.  
Please include gallery commission of 30%)

### AGENCY; FIDUCIARY DUTY OF GALLERY

Artist appoints and establishes Altered Esthetics as agent for the purpose of exhibition and sale of the works of art at 1224 Quincy Street NE, Minneapolis, MN. The parties agree that Altered Esthetics, as agent for the Artist, has a fiduciary relationship to the Artist and owes a duty to the Artist to deal fairly and honestly, to care prudently for and to manage the business affairs for the Artist on sales and commissions, to account periodically and disclose promptly all information relevant to Altered Esthetics' representation of the Artist. Parties agree that Altered Esthetics has a legal obligation to act only in the best interest of the Artist and to forego all advantages aside from proper compensation.

## FEES

Accepted artists are asked to pay a \$30 exhibition fee. The fee will cover: 50 postcards, website promotion, gallery exhibition and promotional costs. No artist will be turned away due to lack of funds; artists unable to contribute an exhibition fee can contact the gallery for exhibition fee waivers. Alternatives to the exhibition fee include: helping with gallery set-up, use of alternative additional promotional means, trade of prints for gallery fees, etc. Local artists can pickup postcards. Non-local artists please add \$3 for postage. Out-of-Country artists please add \$6 for postage. \*The exhibition fee will be waived for minors participating in the Children's Art Show.\* \*Artists participating in May's Comic Art exhibit will be asked to provide 170 copies of their mini-comic in lieu of an exhibition donation.\*

## DELIVERY/RETURN

Accepted artists are responsible for their own postage and shipping to and from the gallery.

Accepted artwork must be delivered by hand or by post to Altered Esthetics by the stated deadline to be included in the show. Accepted artists will be notified of the specific dates and deadlines for their specific show when they receive their acceptance notification.

All unsold artwork must be retrieved within one month following the exhibition closing. Altered Esthetics makes a concerted attempt to aid the prompt pickup and retrieval of hosted artwork. However, particularly in the case of negligent or absent artists, Altered Esthetics cannot be held responsible for the security of abandoned work. Artwork left un-retrieved after 1 month will incur a \$10 per month storage fee. Artwork left un-retrieved for more than 3 months following the exhibition closing will be moved, stored, or sold as needed.

Altered Esthetics suggests that artwork be shipped in wooden crates whenever possible to ensure proper protection of work.

Non-local artists must provide a pre-paid return shipping label or valid account number for the return of unsold works using the courier method of their choice. Altered Esthetics will not ship via C.O.D.

## INSURANCE

Altered Esthetics is not responsible for any loss, theft, or damage to the Works of Art while in its possession or on display; specifically from the date of delivery to Altered Esthetics until the date of delivery to a Purchaser or repossession by the Artist. All reasonable care will be taken with Artwork.

Altered Esthetics assumes no responsibility for artwork damaged upon receipt or during return. The gallery will do all possible for the safe handling and display of artwork and will insure works during return shipping as specified by the artists. We suggest that artists insure their work privately for adequate protection in all potential situations and declare the correct value when shipping work via a courier.

## DISPLAY

Unusually fragile pieces must be framed, cased, or have devices attached to insure safe and proper handling. All works, where applicable, should be properly framed and delivered READY TO HANG. (wire.) No Glass Frames. Artists who chose to ship glass frames despite guidelines that state otherwise do so at their own risk. Altered Esthetics assumes no responsibility for damage to glass frames throughout shipment processes or the show run.

## PROMOTION

Altered Esthetics reserves the right to use submitted work for promotional and display purposes. Artist credit by name will be given in every possible case. Artist must notify Altered Esthetics if they do not wish their artwork to appear in print or publication.

## TITLE; COPYRIGHT

Artist warrants and represents that he/she created the Works of Art, possess unencumbered title and full copyright to each and all Works of Art consigned to Altered Esthetics under this agreement. This Agreement is not intended nor does it transfer any rights of title or copyright to Altered Esthetics.

## SALE

On outright sales, Altered Esthetics shall pay Artist's share 14 days from receipt of payment from purchaser barring returns. Altered Esthetics reserves the right to hold payment longer in the case of any discrepancies with purchaser.

Show sales will be divided as such: 30% Altered Esthetics, 70% Artist Compensation

## ASSIGNMENT

This Agreement may not be assigned by Altered Esthetics to another person or gallery without the prior written consent of Artist. Altered Esthetics shall notify Artist in advance of any change in personnel in charge of Altered Esthetics or of any change in ownership of Altered Esthetics.

## BILLS OF SALE

Altered Esthetics shall use a standard bill of sale for any sale of Art.

## RECORDS

Altered Esthetics agrees to keep accurate records of, together with payments made, for the Works of Art by Artist.

## SECURITY

The Works of Art shall be held in trust for the benefit of Artist and shall not be subject to any claim by a creditor of Altered Esthetics. In the event of any default by Gallery or any claim made against the consigned Work by any creditor of Altered Esthetics, Artist shall have all the rights of a secured party pursuant to the Uniform Commercial Code.

AMENDMENTS

This Agreement may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties and attached to this Agreement.

RIGHT OF REFUSAL

Altered Esthetics reserves the right to refuse display to any work that does not meet the exhibition requirements.

Altered Esthetics reserves the right to refuse display of the artwork of artists that fail to deliver a signed copy of the exhibition contract.

INTEGRATION

This Agreement embodies and contains the entire Agreement and understandings of the parties and shall be binding upon and inure to the benefit of and be enforceable by their respective heirs, legal representatives, successors and assigns.

ARBITRATION

In the event a dispute arises under this Agreement, the parties shall confer with all reasonable dispatch and endeavor to arrive at a solution; failing agreement, the dispute shall be submitted to a single arbitrator either agreed to by the parties, or appointed by the American Arbitration Association, who shall decide the dispute under the rules of the Association; and any decision by an arbitrator shall be final and binding upon both parties.

DURATION

This Agreement shall commence upon the date of signing. Neither party may terminate this Agreement without the prior written consent of the other party.

HOLD HARMLESS AGREEMENT

The artist agrees to hold Altered Esthetics, its' Board, staff and volunteers harmless for any damage, theft or loss of artwork. The artist understands the risk of submitting/sending artwork, and accepts it.

*I verify that I have read and agree to the entire Exhibition Contract.*

\_\_\_\_\_  
*Artist's Name – printed*

\_\_\_\_\_  
*Artist's Name – signed, dated*

\_\_\_\_\_  
*Parent/Guardian Name – printed*

\_\_\_\_\_  
*Parent/Guardian Name – signed, dated*

\_\_\_\_\_  
*Gallery Rep (as applicable)*