

Fiber Arts on 4th LLC, 6463 4th Street NW, Los Ranchos, NM 87107

Exhibit Agreement, Indemnity, and Release of Liability

Fiber Arts on 4th, LLC (hereinafter referred to as the "Gallery"), and the Artist(s) listed at the bottom of this agreement (hereinafter referred to as "Artists") are entering into this Agreement regarding the exhibiting of Artists' work at the Gallery.

1. **Purpose:** Gallery grants permission for Artists to display accepted artwork, and Artist grants Gallery permission to use his/her name, information describing his/her work, representations of his/her work and any other information he/she has provided for the purpose of display, promotion, and publicity, now and in the future. Artist has received and understood this Agreement and the General Terms and Conditions attached as Exhibit A. Artist is not an employee or contractor of Gallery.
2. **Sales of Art:** This exhibit does not include the sales of art.
3. **Release:** Gallery shall not be liable for any injury to Artist, their personnel, agents or employees, or for any damage or loss of Artist's work, equipment or other personal property arising out of participation in a Gallery exhibit, or during the installation or removal of artwork and/or any other activities involved in the preparation and/or presentation of the art. Artist agrees to assume all risk of damage to or loss of his/her own art from whatever cause. Artist further agrees to release and to hold harmless Gallery its owners, employees, volunteers and agents from any and all loss, liability, claim, or expense which Gallery may incur or to which they may be put, as a result of or, in connection with a Gallery exhibit.
4. **Indemnification:** Artist shall indemnify, save and hold harmless Gallery, its owners, employees, volunteers and agents and the participating exhibition venue from any and all claims, demands, causes of action and judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising due to the negligence of Artist, Artist's employees, agents or other person for whom they may be responsible, including but not limited to any representation, warranty, term or condition contained in this Agreement.
5. **Insurance:** Artist shall be solely and exclusively responsible to properly and adequately insure Artist's work and any other property on the premises.
6. **Delivery, Storage:** Artist agrees to personally deliver and pack, transport and provide for the return of his/her artwork at his/her own risk and expense. Failure to pick up art during agreed upon designated times will result in a payment of Five Dollars (\$5.00) per day storage fee payable before art will be released. Any art not picked up within forty-five (45) days of the agreed dates shall be considered abandoned and shall become the sole property of Gallery and Artist will receive no future benefits from its sale or donation.
7. **Assignment:** Neither Party shall assign to transfer any of its rights or obligations under this Agreement and any attempt to do so shall be void and of no effect.
8. **Waiver and Effective Nullity:** Waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any provision by such party at any time hereafter. The nullity of any provision hereunder shall not affect the validity or enforceability of the remaining provisions hereunder of the Agreement, which shall survive.

9. **New Mexico Law:** This Agreement shall be governed in all respects including without limitation, validity, interpretation, affect and performance, by the laws of the State of New Mexico and the United States of America. Any action arising out of or relating to any of the provisions of this Agreement may be brought and prosecuted only in the courts of the State of New Mexico or the United States District Court for the District of New Mexico and the parties hereto expressly consent to the jurisdiction of said courts and to service of process by express courier.
10. **Authority:** The person signing below represents and warrants that he or she has read the general conditions attached as Exhibit A which are incorporated herein and that they have full power and authority to sign and to grant the rights herein, and to incur and carry out all obligations pertaining to the Artist.

Artist's Full Name (print): _____

Phone, Email, Address:

I agree to all the provisions of this Agreement for myself,

_____ (Signature) (Date)

ADDITIONAL – “EXHIBIT A” – Fiber Arts on 4th LLC Gallery Agreement

- All art must be the artist’s original work.
- Two-dimensional art probably cannot exceed 60” in display height or length.
- Three-dimensional art should probably be no larger than 16 X 16 X 16 inches.
- For Plexiglas mounted art or work on wood or metal, two secure picture hangers with braided/twisted wire attached to back frame are required. No sawtooth hangars.
- Unframed work shall be prepared and ready for hanging when it arrives to the gallery.
- Special display requirements for textile and sculpture art will be the artist’s responsibility and approved by the gallery.
- Jewelry displays will be provided by artist and approved by the gallery.
- Due to space limitations, some art may not be viable for the gallery. Fiber Arts on 4th reserves the right to refuse to display artwork that is too large, poses a safety threat or may be offensive to audiences.

ARTIST’S RESPONSIBILITIES

- Artist shall review, agree, and sign the “Exhibit Agreement, Indemnity, and Release of Liability”.
- It is each Artist’s choice and responsibility to arrange for proper insurance coverage for their work.
- Artist permits Gallery to use photographs, artist’s name, likeness, and/or bio/tagline in gallery communication, social media, and advertising material for promotional purposes.
- The Artist shall complete an inventory form to list each item by Artist Name, Technique, and Materials. This form will accompany the exhibit art when hand delivered to Gallery during agreed upon receiving dates and times.

GALLERY RESPONSIBILITIES

- Gallery will host the exhibit inside it’s available space at no charge to the artists.
- Gallery will, at it’s discretion, arrange for social media and other free marketing venues. However, all artists and organizations should promote the exhibit themselves.
- It is at the gallery’s discretion as to whether or not it can host an exhibition.
- Gallery reserves the right to refuse any exhibit or artwork on the grounds of poor condition, oversize, unsuitability, damage, etc.
- The gallery will not be responsible for damage or theft of art. Artists must agree to and sign the Exhibit Agreement, Indemnity, and Release of Liability before their art will be received for exhibit.