

## CURATORIAL SERVICES CONTRACT

This agreement is entered into on (date) \_\_\_\_\_ between the City of Burlington, a municipal corporation of the State of

Vermont, by and through its department Burlington City Arts (hereafter "BCA"), and (print Artist's name)

\_\_\_\_\_ (hereafter "Artist"). The purpose of this agreement is to assist the Artist in obtaining

an alternative to a gallery installation for the exhibition and/or sale of the Artist's work and increases the visibility and viability of the visual

arts in the greater Burlington area and throughout Vermont. For this purpose and in consideration of the promises, covenants, terms and

provisions contained in this agreement, the parties mutually agree:

### TERMS + CONDITIONS

- All work submitted for inclusion in the BCA Corporate Art Services database must consist of original works of art. Artist must identify all work as either for inclusion in the corporate leasing program or exclusively for sales (please check appropriate box above).
- If chosen for lease or purchase, the Artist must furnish artwork in "ready to install" condition.
- Artist must provide BCA with a price list for all pieces submitted for inclusion in the database and agrees that BCA will receive a 30% commission from any sales of artwork obtained through the database or our efforts. A 15% commission will be taken from any sales that might result through referral only.
- Artist agrees to assume all risk of loss and damage to the exhibited work (under lease conditions). Neither the City of Burlington nor BCA shall be responsible for damage nor loss to the Artist's exhibited work and Artist agrees to release and hold harmless the City, its officers, agents, representatives, successors, or assignees, including those of Burlington City Arts, from any liability, claim, suit, loss, injury or damage of whatever kind or nature resulting from participation in the BCA Corporate Art Services program.
- Artist must provide BCA with 60 days notice if artist wishes to terminate this contract
- Artist agrees to notify BCA of any change in status to the artwork submitted (via outside sales, no longer for lease, etc.).
- Artist agrees to make artwork available to BCA within a reasonable and mutually agreed upon timeframe prior to commencement of lease arrangement or after notification of a sale.
- Once artwork has been placed in an exhibition lease, artist may not remove work from the exhibition prior to the end date of the lease unless a comparable replacement is furnished to BCA or unless otherwise agreed to by BCA.
- Artist agrees to enclose a \$10.00 non-refundable one-time administration fee for inclusion in the database (payable by check or credit card).

### ADDITIONAL TERMS

- Artist understands that BCA reserves the right to refuse any submitted material at BCA's sole discretion (please note that artwork is not accepted or rejected based on the content of the message contained therein). BCA will notify Artist if any of the submitted materials are rejected, and will let the Artist provide other materials within a reasonable time set by BCA at the time of rejection, for no additional charge.
- Artist agrees that any or all images submitted to BCA may be published on BCA's website. Artist agrees that BCA is not responsible for any violation of copyright infringement.
- Artist understands that failure to comply with any of the terms of this agreement will constitute a breach of contract and may result in the Artist's work being removed from the database.
- Artist and BCA should make mutually agreeable arrangements for pick-up, delivery (Burlington region only), or shipment of Artist's work after completion of a sale or lease. Artist is responsible for payment of any shipping costs prior to shipment of work.
- BCA will consider any artwork that remains unclaimed after thirty days to be the sole property of BCA unless prior arrangements are in place. BCA does not store artwork under any circumstances.

**SUBMISSION REQUIREMENTS**

- Slides or high-resolution digital images no larger than 8?"x11" of Artist's original artwork. If the Artist wishes to have slides or photographs returned, a self-addressed, postage paid envelope must be included with the submitted materials. Artist may submit unlimited images as long as they represent work that is currently available for sale and/ or lease. Electronic file formats are acceptable but images must be saved as 300 dpi jpegs at approximately 4"x6".
- Price list for all works submitted. List must also include (for each piece): title, medium, dimensions in inches, whether the works are framed or unframed (if applicable).
- A1-3 page Artist biography/resume/statement.
- Current contact information including: name, address, telephone number and email address (if available). Social Security Numbers must be provided prior to the completion of a sale transaction (BCA shall keep such information confidential and not release it in response to a public records request pursuant to the personal documents exception of the public records law). Please check the appropriate sale or leasing box on previous page.
- Artist must notify BCA if any submitted artwork is available for lease or sale only. If no notification is given, it will be assumed that all artwork is available for lease and sale.

**PERSONAL INFORMATION**

Have read and understand the privileges and responsibilities outlined above and agree to these terms of engagement:

NAME (PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

EMAIL \_\_\_\_\_

SSN (REQUIRED FOR COMISSION PAYMENT) \_\_\_\_\_

**ADMINISTRATION FEE (\$10.00)**

Are you interested in volunteering (please check all that apply):i

- Check enclosed (payable to Burlington City Arts)
- Credit Card (Mastercard or Visa accepted)

NAME (AS IT APPEARS ON THE CARD) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CARD NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ SECURITY CODE \_\_\_\_\_