



**MATTAWOMAN CREEK ART CENTER
2018 EXHIBITION CONTRACT**

The Artist/Group

Name: Art Impact International, Inc.

Mailing Address: 7239 Hillmead Ct, Springfield VA 22150 *

Telephone: 877-772-6045 **Email:** info@artimpactinternational.org

* *(Please provide complete name and mailing address for each contributing artist to avoid a delay of payment for artwork(s) sold during the exhibit. For more than one artist, attach a full list of artists, including the one listed above, and full contact information for each on a separate sheet to be attached to this contract.)*

AND

The Mattawoman Creek Art Center (MCAC) hereby enter into the following agreement:

To exhibit a representative body of artwork(s) at the MCAC to promote artistic interest and appreciation on behalf of Charles County residents and other visitors and the members of the Mattawoman Creek Art Center.

PLEASE COMPLETE AND PAY PARTICULAR ATTENTION TO ALL HIGHLIGHTED ITEMS, AS WELL AS THE DEADLINE CHECKLIST AT THE END OF THIS CONTRACT.

1. **INTENT:** The Artist/Group appoints the MCAC to handle the artwork(s) listed on the attached inventory sheet for the purpose of exhibition and sale. The exhibit should offer no less than $\frac{3}{4}$ of the total inventory for sale to the public.
2. **WARRANTY:** The Artist/Group hereby warrants that the artwork(s) included are:
 - (a) the possession(s) of the individual submitting the work;
 - (b) the actual pieces of artwork as described on the inventory sheet and not a substitution of unaccepted works of art; and
 - (c) the artist's self-created artwork and not a copy of another artist's work or concepts.
3. **DURATION OF EXHIBITION:** The Artist/Group and the MCAC agree that the term of the exhibit will be the following sets of dates: Friday, June 8, 2018 through Sunday, July 8, 2018 and that the Artist/Group does not intend to request to remove any artwork(s) prior to the final date and end of Exhibition hours on that specific date.

4. **EXHIBITION FEES:** The exhibition fee must be submitted with this signed contract within 30 days of receipt. Once the signed contract has been received by MCAC, a copy signed by the MCAC representative will be mailed to the Artist/Group, along with a receipt for the fee(s) paid.
- (a) The exhibition fee is \$200.00, and entitles the Artist/Group to the use of: (check one)
large gallery only () the small gallery only () both galleries (X).
5. **CHAIRPERSON:** Renee Nelson is a member of the MCAC Artists Advisory Committee and will be chairing your exhibit. This person is your point of contact for any questions or concerns you may have. The chairperson can be contacted via email at: nelsoncreativeworks@yahoo.com, or by phone at: 301-396-4647 or 240-682-9718. MCAC reserves the right to appoint a new chairperson if the above-named person is not able to fulfill the duties of exhibition chairperson.
6. **TRANSPORTATION:** The Artist/Group must be present at MCAC to receive artwork(s) delivered to MCAC before the Exhibition and be present to remove artwork(s) at the close of the Exhibition. The responsibility of packing and shipping charges, matting and framing, or other handling and display expenses and risk of loss or damage incurred in delivery of artwork(s) from the Artist/Group to the gallery, installation, and removal and return of all artwork(s) shall be borne by the Artist/Group.
7. **LOSS OR DAMAGE DURING EXHIBITION:** Artist/Group are expected to carry sufficient insurance to cover loss or damage to the artwork(s) while they are on the premises of the Mattawoman Creek Art Center. The MCAC shall not be responsible for loss or damage.
8. **REMOVAL OF ARTWORK(S) FROM EXHIBITION:** The MCAC shall not lend out, remove, or replace artwork(s) from the gallery exhibit, or sell on approval any artwork(s) without first obtaining written permission to do so from the Artist/Group. The inventory submitted by the Artist/Group constitutes written permission to sell priced artwork. Emergency situations such as fire, flood or a major destruction event are excluded.
9. **REPRODUCTION/USE OF ARTISTIC IMAGE FOR PUBLICITY:** The Artist/Group reserves all rights to the reproduction of the artwork(s) and its use for any form of publicity. The MCAC may arrange to have the artwork(s) photographed to publicize and promote the Exhibition. The Artist/Group shall be acknowledged as the creator and copyright owner of the artwork(s) and its image or likeness in any form thereby reproduced for publicity.
10. **PROMOTION AND PUBLICITY:** The MCAC shall attempt to promote and publicize the Exhibition through the use of electronic media, newspaper publicity story, advertising, and/or through the mailing of postcard announcements. In order to accomplish adequate promotion of the exhibit, **two (2) digital jpeg images** of a representative piece of artwork from the exhibit must be received along with a brief **Biography** and **Artist's Statement** and optionally a **Photograph of the Artist** (for each participating artist or for the group) by the MCAC not later than 8 weeks prior to the Exhibit start date. Submission may be emailed to MCAC at (mattawomanart@aol.com) or mailed/delivered to MCAC on a CD or flash/thumb drive. Because this show features a large group of artists, MCAC will accept a mission statement and/or description of Art Impact International and group photos in lieu of the biography and artist's statement and photographs of the individual artists.

EXHIBIT TITLE: Light of the Caribbean

Any deviation from this method of promotion will require approval from MCAC and MCAC reserves FINAL approval of all photography and written copy to be used for any promotional advertising referenced above.

If the Artist/Group would like to have a slideshow of the exhibit placed on our website, he/she must provide jpeg images of those pieces included in the exhibit, with titles, medium and prices listed for each. The files must be received by the MCAC not later than two weeks prior to the opening day of the exhibit. CDs and/or flash/thumb drives *will not be returned unless a self-addressed stamped envelope is included*.

11. **INSTALLATION OF ARTWORK(S):** The MCAC requests that artwork(s) be hand-delivered during gallery hours (11:00 a.m. to 4:00 p.m.) between the Friday and the Monday preceding the start of the Exhibit. Each piece of artwork is to be labeled on the back or bottom with: artist's name, title, medium, and price. A complete inventory of all artwork(s) to be included in the Exhibit is to be submitted prior to delivery of the artwork(s). For each piece, the inventory is to provide: artists name, title, medium and price. The Artist/Group may install their artwork(s) or have MCAC do it. **Contact the chairperson for the Exhibit to arrange specific time for delivery and installation.** MCAC assumes the responsibility for the installation of all artwork(s) to be included in the Exhibit. The MCAC reserves the right to delete or refuse artwork(s) from submitted entries if necessary. Limits of 100 pounds of weight and maximum of 6 feet in any dimension are imposed. Artwork requiring special installation requires prior approval. The MCAC hanging standards apply and can be found on the www.MattawomanArt.org website. Any deviation from this installation requirement needs prior approval and scheduling to allow for MCAC representative to be present during installation.
12. **SALE OF ARTWORK(S):** **The MCAC will retain a 20% commission on all sales of artwork(s) displayed and marked for sale during the Exhibition dates.** Art Impact International will receive 80% of all payments for sales from this show, of which 20% is its commission and 60% is for payment to the selling artists. A single payment for all sales will be sent to the Art Impact International representative within 3 weeks of the end of the exhibit, and it will be the responsibility of said representative to distribute payments to Art Impact International artists." **Artwork(s) sold cannot be released prior to the end of the Exhibition schedule.**
13. **RETRIEVAL OF UNSOLD ARTWORK AT END OF EXHIBITION:** Unsold artwork is to be retrieved by the Artist/Group within 24 hours of the exhibition closing date and time. **Contact the chairperson for the Exhibit to arrange a time for retrieval of the artwork.** MCAC reserves the right to charge a storage fee for artwork not retrieved. After 30 days, artwork not retrieved becomes the property of MCAC unless arrangements for its retrieval have been made with the exhibition chairperson.
14. **TERMINATION OF EXHIBITION CONTRACT:** Notwithstanding any other provisions of this contract, this Contract may be terminated at any time by either the MCAC or the Artist/Group, by means of written notification at least three calendar months prior to the scheduled opening date of the Exhibition. If the contract is so terminated by the Artist/Group, MCAC is entitled to retain up to one third of the contract fee. In the event of the Artist's/Groups death or demise, the estate of the Artist/Group shall have the right to terminate the contract. Should the MCAC for any reason hold or retain artwork(s) for an exhibition that has been terminated, the MCAC is obligated to make available for retrieval all unsold works within thirty days of notification.

15. **MISCELLANY:** This contract represents the entire agreement between the Artist/Group and the Mattawoman Creek Art Center. If any part of the Contract is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Contract shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Contract shall not be assigned, nor shall it inure to the benefit of the successors of the MCAC, whether by operation of law or otherwise, without prior written consent of the Artist/Group.

16. **CHOICE OF LAW:** This contract shall be governed by the laws of the State of Maryland.

17. **DEVIATIONS FROM ANY SECTION OF THIS CONTRACT:** Deviations or request for special allowances for installation, publicity, or any other portion of this contract as written and signed will be duly documented and signed below.

18. **ADDITIONAL INFORMATION:**

(A) Either the Artist/Group or MCAC will design a 5.5" x 8.5" postcard for this Exhibition. MCAC will pay for the production of 500 each for MCAC's use. The number of postcards ordered may be increased at the request of the Artist/Group, but any extra postcards over the above-stated number are at the expense of the Artist/Group. Additional postcards must be ordered at the same time as the original order and paid for by the Artist/Group prior to that order being placed. Check with the chairperson for the exhibit to get the current cost of postcards.

The Artist/Group may submit completed **mailing labels** (these must be printed self-stick/easy peel labels, ready for placing on postcards) to save money by having postcards to friends and family mailed by MCAC at the non-profit bulk mail rate. Completed mailing labels, printed in order by zip code, must be received by the MCAC, along with payment (postage per card x number of labels) no later than 6 weeks prior to the exhibit date, and **must** adhere to the following format:

Line 1	<i>Mr. and Mrs. Joe Smith / Resident</i>
Line 2	<i>1700 Pennsylvania Avenue</i>
Line 3	<i>Anywhere, MD 12345</i>

Labels may not exceed the number of postcard available to the Artist/Group.

Check with the chairperson for the exhibit to get the current non-profit bulk mail rate.

(B) The Artist/Group is encouraged to give a talk about his/her/their artwork(s) during the scheduled reception for the Exhibit. The reception is normally held between 1:00 and 4:00 p.m. on the first Sunday of the Exhibition. The gallery talk usually begins around 2:00 p.m.

(C) Representatives from the Artists Advisory Committee are available to work with each Artist/Group.

(D) Each artist must be "in house" at least once at the gallery during his/her show. Because this is a large group of artists, MCAC expects at least half of the artists to abide by this requirement.

19. SIGNATURES:



Signature of Artist / Group Representative

January 14, 2018
Date

Signature of Authorized MCAC Representative

_____, 2018
Date

*Mail original contract and all fees and other documents to:
MCAC, PO Box 258, Marbury, Maryland 20658. Make check(s) payable to MCAC. Upon receipt at MCAC, the contract will be signed by the MCAC Representative and a copy returned to you with a receipt for your payment.*