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Artist Initial

# THE BLUE MOUNTAINS PUBLIC LIBRARY
# 2027 EXHIBITION AGREEMENT (THE "CONTRACT")
## *Celebrating the Colour Emerald*

The following conditions apply to all artists who show in The Gallery and Showcases. Please keep a copy of this contract for your records.

***This contract is to be submitted (all 6 pages) during the art intake on February 3, 2027.***

## Definitions

**The Gallery:** The Gallery at the L.E. Shore Library / Gallery at L.E. Shore
**BMPL:** Blue Mountains Public Library
**ACC:** Arts & Culture Council
**The Artist:** The individual entering this Contract with BMPL

## 1. Important Dates

- **Art Intake: Wednesday, February 3, 2027, between 10am-5pm.** On this date, the Artist may deliver their entry payment, submission form, contract (this document) and work to the Gallery. If the Artist is not available to deliver on this date, they may email TheGallery@TheBlueMountains.ca to determine if special arrangements can be made. No work received after February 3 will be accepted.
- **Reception:** the Artist is encouraged to attend the reception on **Saturday, February 6, 2027.**
- **Art Pick Up (end of show):** unsold work must be retrieved on **Thursday, March 4, 2027, between 10am and 7pm.**

**BMPL may adjust these dates to accommodate The Gallery space's schedule and will provide the Artist with as much advanced notice as possible.**

## 2. Submission Forms

The Artist may submit one (1) submission form, which allows the Artist to enter up to three (3) works for the exhibition. Submission forms are delivered on the art intake day (February 3, 2027).

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## 3. Entry Fee

The entry fee for the exhibition is $20.00. Payment is processed during the art intake day (February 3, 2027) by cash or card. Revenue generated through the entry fee is reinvested into supporting the BMPL's Gallery, Library, Archives, and Museum services.

## 4. Requirements for Work

- **Originality:** work must be an original creation of the Artist.
- **Colour:** work must abide by the colour theme of Emerald. Other colours may be included, but the theme of Emerald should be present.
- **Size:** two-dimensional work cannot be longer than 40" or taller than 40".
- **Medium:** accepted mediums include two-dimensional paintings, photography, mixed media and collage work, drawings, digital art and fabric/textile works. Jewelry is also welcome and can be displayed in a showcase. **Due to the multi-use nature of The Gallery space, three-dimensional or tech-based work will not be accepted for this exhibition, unless it can be displayed in one of the library's showcases.**
- **Installation Readiness:** two-dimensional work is hung via nails. Prior to the art intake date, wall work must be hangable (i.e. wire, saw hooks, thick canvas etc.) and dry. Work that is wet or otherwise deemed not hangable cannot be included in the exhibition.
- **Construction:** the Artist shall ensure that their work is securely designed and constructed to prevent, due to its design and/or construction, damage to Gallery, Library premises, walls, fixtures, furniture, or any other property. The Artist will be responsible for any costs associated with repairing damage caused by the design and/or construction of their work.

## 5. Exhibition Installation

- The ACC is responsible for designing and installing the exhibition on the day following art intake.
- Two-dimensional work is hung via nails.
- Due to space allowances, the ACC cannot guarantee all the Artist's submitted work will be hung but will do their best to include at least one (1) work in the exhibition. After the hanging on **February 4, 2027,** the Artist may be contacted to retrieve work that could not be included in the exhibition.

## 6. The Gallery as a Multi-Use Space

The Gallery resides in the award-winning L.E. Shore Memorial branch of the Blue Mountains Public Library (BMPL). Almost daily BMPL programming and community activities occur in The Gallery, impacting casual access to the space, and cannot be interrupted by an exhibition. While casual drop-ins are welcome, patrons are encouraged to call before visiting to ensure the space is available.

All work must be on or close to the walls of The Gallery so as not to inhibit use of the space.

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## 7. Photography in The Gallery

BMPL allows the public to take photographs in The Gallery space, including photographs that may capture artwork on display. BMPL is not responsible for how such images are utilized or distributed by third parties who access The Gallery. Any claims, damages, or liabilities arising from such unauthorized third-party actions shall be the sole responsibility of the Artist to pursue.

## 8. Third Party Benefits

No third party may benefit from the BMPL's publicly funded Gallery without the Library CEO's written approval.

## 9. Right of Refusal

The ACC reserves the right to refuse any individual piece.

## 10. Exhibition Intake & Pick Up Schedule

- The Artist is responsible for transporting their work to and from The Gallery on the date designated for delivery/pickup. BMPL is not responsible for damage occurring during transport.
- The Artist must adhere to the intake and pick up schedule as storage space is not available.
- At the end of the exhibition, the Artist is responsible for removing their artwork from display and prepping it for transport, at their own expense.
- Any orphaned work left in The Gallery for 10 days after the designated pick-up date (without alternate arrangements made) will be donated or disposed of by the ACC.
- The Artist shall ensure that the intake and pick up of artwork is carried out in a manner that does not damage the Gallery, Library premises, walls, fixtures, furniture, equipment, or any other property. The Artist will be responsible for any costs associated with repairing damage caused during their intake and pick up of artwork.

## 11. Removal of Work During an Exhibition

Work must remain in The Gallery for the duration of the exhibition, <u>including</u> sold work.

## 12. Online Exhibition

The Artist agrees that their artwork may be featured on the BMPL's website and acknowledges that digital images of their artwork may be downloadable or reproducible. BMPL/The Gallery shall not be held responsible or liable for any unauthorized reproduction, distribution, public display, or other misuse of the artwork images by third parties who access the BMPL's website. Any claims, damages, or liabilities arising from such unauthorized third-party actions shall be the sole responsibility of the Artist to pursue.

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## 13. Promotion

The Artist shall permit images of themselves and their work to be used for social media, flyers, event cards, print publications, BMPL's website and external digital promotion. The Artist acknowledges that any digital promotion will include potentially reproducible files of their art.

## 14. Sales of Work

- BMPL will transact all sales of work during an exhibition, <u>including HST</u>, and provide the Artist with a 75% <u>pre-tax</u> payment by cheque following the close of the show. Payment will be arranged through the Town of The Blue Mountains (TBM). Please note that, due to TBM's financial schedule, payment may take approximately 4 to 8 weeks to be received. BMPL is not responsible for delays resulting from postal disruptions or technical issues related to invoicing software.
- <u>BMPL is required to collect HST on art sales</u>. Artists may request a statement from HST paid on their behalf.
- A 25% commission on sold work will be retained by The Gallery. Revenue generated through commissions is reinvested into supporting the BMPL's Gallery, Library, Archives, and Museum services.
- BMPL will maintain an accurate inventory of sold work and will provide the Artist with an end of exhibition sales report. The Artist is responsible for verifying the accuracy of the sales report. Any discrepancies must be reported to BMPL in writing within one week of receiving the report.
- BMPL will arrange for buyers to pick up their purchases at the end of the exhibition.

## 15. Insurance, Damages & Theft

While the BMPL has security cameras and measures in place, <u>BMPL/The Gallery is not liable for any damage or loss to artwork while on site except in the event of a total loss of the building.</u>

As an illustrative example, a potential situation involving damage to or loss of artwork that would not be compensated by BMPL or its insurance may include, but is not limited to, an instance where a BMPL patron, volunteer, or staff member damages an artwork.

As the exhibition space is a public and unsupervised area, the Artist is strongly encouraged to obtain their own insurance coverage, at their own expense, to protect their work throughout the exhibition period.

The Artist may be held liable if their work, due to its construction, damages BMPL facilities, staff, volunteers and/or property.

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## 16. Term and Termination

- This Contract shall take effect as of the ***date of signing*** and shall remain in force until the conclusion of the Artist's exhibition and the removal of all work from BMPL/The Gallery, unless terminated earlier by either party upon 5 business days' written notice.
- Either party may terminate this Contract for cause, such as a breach of contract, by providing written notice to the other party.

## 17. Artist Representations and Warranties

The Artist represents and warrants that:

- They are the sole creator and owner of the work they contribute to their exhibition.
- The work is original and does not infringe upon any copyright, trademark, or other intellectual property rights of any third party.

## 18. Indemnification

The Artist shall indemnify and hold BMPL/The Gallery and the ACC harmless from all claims, liabilities, damages, and expenses (including legal fees) arising out of or in connection with any breach of the Artist's representations and warranties and the Artist's use of The Gallery.

## 19. Limitation of Liability

BMPL/The Gallery will not have any liability to the Artist arising out of or related to this Contract, whether under contract, tort, legal theory or otherwise, arising out of or related to indirect, special, incidental or consequential losses (whether or not such losses are foreseeable or BMPL/The Gallery has been advised of the possibility of such damages), loss of revenue, or exemplary or punitive damages.

## 20. Governing Law & Severability

This Waiver is governed by the laws of Ontario, and the parties submit to the courts of Ontario.

To the extent that any provision (or part of any provision) in this Contract is declared to be invalid, illegal or unenforceable, then the rest of this Contract will remain in full force and effect.

## 21. Non-waiver

The failure or delay by either party to exercise any rights under this Contract shall not constitute a waiver of such rights, unless provided in writing

## 22. Acknowledgement

The Artist confirms that they have read and understood this Contract, have had an opportunity to ask questions and obtain independent advice and are signing it voluntarily.

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## 23. Entire Contract

This Contract, including any schedules and waivers, constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements, whether written or oral.

## 24. Change to Conditions & Contract

BMPL reserves the right to change the Contract with 48-hour notice.

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Artist Signature Date

*Please also initialize each page in the top right corner*

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BMPL Signature *[when finalized]* Date