

# ACTON-AGUA DULCE ARTS COUNCIL AGREEMENT WITH EXHIBITING ARTIST

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Acton-Agua Dulce Arts Council agrees to take reasonable measures in order to safeguard the artwork to be presented. This is limited to providing a locked structure for the artwork when the exhibit is closed. In leaving your artwork with the Acton-Agua Dulce Arts Council in the Agua Dulce Winery, you hereby release the Acton-Agua Dulce Arts Council and Winery from any responsibility for damage or theft to the artwork.

In consideration, including but not limited to the ability to show the art work at the Acton-Agua Dulce Arts Council event, I release the Acton-Agua Dulce Arts Council, their board members and volunteers from any and all claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, regarding the art work left with the AADAC for display.

On the event, the above provision is held invalid, should liability exist, by the Acton-Agua Dulce Arts Council, their board members and volunteers, the parties agree that it is impossible to arrive at an exact value of the damages. Therefore, it is agreed that if liability exists, liquidated damages in the total sum of \$50.00 shall be the maximum amount to be paid to the artist by the Acton-Agua Dulce Arts Council.

## **SALE OF ART WORK:**

At the artist's sole discretion, he/she may choose to place the artwork for sale at the art exhibit. The artist has the sole responsibility to arrange for the display and pick up of the artwork. The Acton-Agua Dulce Arts Council will not be involved in the sales transaction. The buyer and seller of the artwork will be solely responsible for local, State and Federal taxes applicable (if any).

It is further agreed that at the conclusion of a sale obtained through the display of the art work, the artist shall pay the Acton-Agua Dulce Arts Council ten percent (10%) of the gross selling price of said art work.

Date: \_\_\_\_\_

**Artist**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Acton-Agua Dulce Arts Council**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: Board Member of the Acton-Agua Dulce Arts Council