



## TERMS AND CONDITIONS OF ART EXHIBITIONS AT THE MERCED MULTICULTURAL ARTS CENTER (MAC)

### *CARE FOR ART*

The borrower (hereafter referred to as “Merced County Arts Council” or “MCAC”) will exercise the same care for the loaned objects as is used with loaned objects of its own. The lender (hereafter referred to as “artist”) certifies that the condition of the loaned objects as stated in the *Specifics of Work* is accurate and that the loaned objects will withstand the ordinary strains of packing, transportation, and handling. It is understood by all parties that all loaned objects are subject to gradual inherent deterioration for which neither party is responsible. Evidence of damage at the time of receipt or while in custody of MCAC, will be reported immediately to the artist. No alteration or repair will be undertaken without authorization of the artist.

A member of the curatorial committee and the installation team will perform any handling, unpacking, packing and installation of the loaned objects. MCAC must be notified in writing about any change in ownership or date of retrieval. The loaned objects shall at all times be protected against loss, damage and deterioration. This includes but is not limited to protection against unusual temperature and humidity, excessive light and ultraviolet radiation, insects, vermin, and environmental hazards.

### *INSURANCE*

Unless the artist expressly elects to maintain insurance on the loaned objects, MCAC will provide standard “all-risk” coverage from the time the work arrives at MAC through the time that the object is picked up by or placed en route to the artist. Insurance will be placed in the amount specified herein by the artist. In the event the artist and the insurer disagree on the amount of loss, a competent and disinterested appraiser shall determine the actual loss. The signing of this agreement by a representative of MCAC or MAC does not constitute endorsement of the artist’s stated value. The artist agrees that in the event of loss or damage, recovery, if any, shall be limited to such amount as may be paid by the insurer. If the loaned objects are offered for sale, loss settlement will be based on net value after the seller’s commission is deducted. No claim for damage shall be filed after loaned objects have been shipped or removed from MAC’s site by the artist or their agents.

If the artist elects to maintain insurance for the loaned objects, MCAC accepts no responsibility for any error or deficiency in information furnished to or by the artist’s insurers nor for lapses in coverage. MCAC must receive either a certificate of insurance or a waiver of subrogation by the legal owner.

### *REPRODUCTION OF ART*

It is understood that photographs of any installation and the loaned objects within may be taken and used for educational purposes, on the Merced County Arts Council’s website, or to promote the exhibit or gallery space. Use of the photographs for other purposes will be made through separate arrangements. In all circumstances, proper attribution will be given to artist.

### *TRANSPORTATION OF ARTWORK*

The artist is responsible for delivery and pick-up (or pre-paid shipment) of artwork at the time mutually agreed upon by the artist and MCAC staff.

If personally delivering artwork, the artist may park in the alley between Main and 18<sup>th</sup> Streets (enter from N Street) for 15 minutes. The artist will only have time to unload artwork and re-park the vehicle before risking a parking ticket. Shipped artwork should be sent to the address below, attention Installation Committee.

### *COMMISSION*

MCAC retains 25% commission on the sale of any loaned objects.

### *FEES*

Under this agreement, neither party will be subject to ‘cancellation fees’ or ‘penalties.’ Actual expenses incurred by either party as a result of this agreement and its cancellation will be resolved as arranged.

### *INSTALLATION & REMOVAL OF EXHIBITION*

- Artists are responsible for delivering their work on time for installation and removing their own work, or paying for it to be removed within five (5) days of the removal date agreed upon herein.
- Installation and removal time is limited due to the number of exhibitions and myriad events in the Arts Center. Days and times will be established by MCAC staff in consultation with the artist and must be adhered to once scheduled.
- The artist must provide a written installation plan to the installation committee, describing how artwork will be installed in the gallery and indicating the specific materials that will be provided for mounting work at least two weeks prior to the installation.
- MCAC staff can provide basic tools and supplies, such as a hammer and standard-sized nails, a ladder, tape measure and level, for installation. The artist is responsible for providing unusual materials required for installing heavy or oddly shaped pieces.
- Special considerations, such as uncommon weight or size of art, structural or cosmetic changes to the gallery, alternative hanging techniques, and the use of technical equipment must be pre-approved by MCAC's Executive Director.
- MCAC is responsible for returning the gallery to its original condition at the conclusion of the exhibit including routine spackling and paint touch-up. Extraordinary damage or renovation to the walls or floors that was required to install the exhibit will be repaired by MCAC and the cost will be assumed by and directly billed to the artist.

### *PREPARATION & EXHIBITION OF ARTWORK*

- All works must be prepared for display, ready to hang, in an industry-standard professional manner. No work may be pinned, tacked, stapled, glued, or taped to the wall or ceiling unless these methods serve as an integral aspect of the installation. Double-sided foam tape may not be used in any circumstance. Works on paper should be framed, or presented with a glass or Plexiglas cover and foam core backing for securing by angle tacks. Works over 24x36 inches may be installed without the above requirements, however the artist must maintain professional standards for display.
- Standard gallery track lighting is available in the gallery.
- Any significant changes or variations made from the original exhibition proposal can result in cancellation.
- MCAC reserves the right to remove, temporarily or permanently, any or all artwork at any time.

### *PUBLICITY AND SIGNAGE*

- MCAC will design, produce and mail approximately 400 announcement cards to its membership, and provide up to 50 cards to the artist, upon request. Design of the cards is entirely controlled by MCAC and may include more than one exhibit/reception per card.
- MCAC will provide space in the gallery for announcement cards beginning one week prior to the reception and throughout the exhibit, until gone. MCAC also will provide space in the gallery for a guestbook and artist/artwork information, such as a resume and price list during the exhibit.
- At least six weeks prior to the show date, the artist must submit all information necessary including this signed contract and *Specifics of Work*, as well as an artist's statement and a brief description of exhibition.
- As mentioned in "Reproduction of Art," MCAC may use this material to promote the exhibit and any other promotional or educational material.
- MCAC will provide all wall-mounted labels, based solely on the information provide in the *Specifics of Work*.

### *DISCRIMINATION*

The parties agree to be bound by applicable state and federal rules governing equal Employment Opportunity and Non-Discrimination.

*RECEPTIONS & ACCESSIBILITY*

- MCAC will host a reception in the Arts Center's gallery on the date agreed upon below. Artist is encouraged to attend the reception. Receptions may not be rescheduled.
- Artist is encouraged to speak briefly with MCAC volunteers during the reception, so they can glean more information to share with the public as they visit throughout the life of the exhibit.
- MCAC is responsible for setting up before and cleaning up after the reception. Arts Center will provide light refreshments and beverages, including wine. The artist may provide additional items. MCAC will provide all reception items such as plates, napkins, cups and silverware.
- All MAC galleries are ADA compliant and open to the public admission-free at least thirty (30) hours per week. When private events outside of standard hours are in progress, viewers may not enter the gallery to see the exhibit unless they have a ticket for or an invitation to that event.

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>>EXHIBIT NOT CONFIRMED UNTIL CONTRACT IS SIGNED AND RETURNED TO MCAC<<

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## EXHIBITION AGREEMENT

Artist Name (as it will appear on labels, publicity, and signage): \_\_\_\_\_

Show Title: \_\_\_\_\_

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Exhibit print material (listed below) due by: \_\_\_\_\_

Specifics of Work emailed via Excel spreadsheet (required)

*For each individual work, provide the following information.*

- *Artist (if group show)*
- *Title*
- *Year*
- *Medium*
- *Dimensions*
- *Sale Price or NFS*
- *Insurance Value*
- *Condition*

Installation plan

\*Artist Bio and/or resume

\*Artist Statement

\*Exhibit Statement

Artwork delivered by: \_\_\_\_\_

Reception Date/Time: \_\_\_\_\_

Artwork removed between: \_\_\_\_\_

\*Do not need to resubmit if you want to use what you submitted with your entry in 2010

I am the artist/creator of the work(s) listed in the *Specifics of Work*, provided by me, on display for the exhibition detailed above. I hereby understand the Merced County Arts Council, Inc. carries insurance on said personal property to cover any damages or loss due to theft, vandalism, riot, fire, water damage, earthquake or other natural or manmade disasters. The Merced County Arts Council, Inc. agrees to provide reasonable security for the works of art and to not knowingly place work where it is at risk of any such damage. I hold the individual staff, Board, members, volunteers, and guests of City of Merced, Merced County Arts Council Inc, and all other involved parties harmless for any and all damage to my work on display. I acknowledge that the arrangement and assembly of this work(s) in this public facility may tempt people to interact with the piece(s) and that this/these work(s) might be damaged due to this interaction. I understand that MCAC's staff has suggested the use of protective devices around extremely delicate or valuable work(s). I also understand and agree to assume all risks and damage that may result from the aforementioned interaction.

I further attest that I have received *Terms and Conditions of Art Installation in the MAC* and understand and agree to abide by the terms and conditions for exhibiting at the Arts Center.

Artist's or Representative's Name (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Colton Dennis \_\_\_\_\_  
MCAC Executive Director \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_