

Artist name: _____
Artist phone number: _____
Artist address: _____
Artist email: _____
Name of work: _____
Material: _____
Advertised Selling Price: \$ _____
Lowest Sale Price: \$ _____

San Juan Islands Sculpture Park Exhibition Agreement

This San Juan Islands Sculpture Park (SJISP) Exhibition Agreement (“Agreement”) is made this _____ day of _____, 20____, between San Juan Islands Sculpture Park, a Washington nonprofit corporation, and _____ (hereinafter “Artist”).

Recitals

- A. SJISP displays artwork for sale by various artists at 9083 Roche Harbor Road, Friday Harbor, San Juan Island, Washington (the “Sculpture Park”).
- B. Artist has created original artwork (the “Work”), and desires to display the Work for sale at the Sculpture Park.
- C. In the event of a sale at the Sculpture Park, SJISP retains a 30% commission from the sale price and remits 70% of the sale price to Artist.
- D. The parties desire to more fully set out the specific agreements between themselves regarding the artwork exhibition in this Agreement.

Now therefore, for good and valuable consideration, the parties agree as follows:

1. Recitals incorporated. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Artwork Installation. Artist will schedule the artwork installation date with SJISP personnel. Artist will deliver the subject Work and install it at a location at the Sculpture Park designated by SJISP representatives and in the presence of SJISP representatives. Artist’s installation shall include base and fastenings. SJISP representatives will assist when reasonably possible, but SJISP has no employees and limited resources. SJISP will provide a concrete pad when needed. SJISP will provide concrete ready mix for installations. SJISP may be able to offer its medium truck crane (maximum 3,000 pounds) to assist with installations; SJISP representatives will drive the truck. Heavier and larger installations require that Artist provide Artist’s own installation equipment, some or all of which is available for rent on San Juan Island. Artist, who has created the Work and is familiar with

its qualities and features, is solely responsible for a safe and secure installation in a public outdoor park that sometimes has sunny, hot, cold, windy, rainy, icy, and/or snowy conditions. Artist understands that SJISP may in its sole discretion reject an installation if SJISP deems the installation improper.

3. Lodging-Installation. SJISP will provide Artist with one night of lodging on San Juan Island, at no expense to Artist, in connection with Artist's installation of the Work. Because lodging is subject to availability and lodging is usually donated to SJISP, the lodging location and date must be agreed upon in advance by SJISP and Artist.
4. Moving the Work During Exhibition. Artist understands and agrees that SJISP has the right to move the Work to another location at the Sculpture Park during the exhibition period. If SJISP chooses to move the Work, Artist will be contacted for installation instructions and Artist will be provided with the opportunity to be involved with the move.
5. Artist's Release of Liability and Assumption of Risk Relating to Installation of Work. Artist releases, holds harmless and releases SJISP, its officers, directors, volunteers, agents, and contractors (the "Releasees") from all losses, damages, costs, and expenses, including reasonable attorney's fees, resulting from any injuries, losses, property damage, and death relating to Artist's installation of the Work, whether arising at the time of installation or at another time. The SJISP currently maintains limited insurance coverage for accidents to third parties relating to the Work. Artist understands that insurance coverage may not be available, and Artist may be responsible, in the event of damages to a third party at the Sculpture Park from Artist's Work. Artist understands that this paragraph is intended to release any and all future injuries, damages, and losses not known to the parties to this agreement, but which may later develop or be discovered. Artist understands that the terms of this release shall also serve as an assumption of risk and release of liability for all members of Artist's family, and Artist's heirs and assigns.
6. Artist Accepts Risk of Damage/Loss. The Sculpture Park is an outdoor venue which is unstaffed and accessible to the public at all times. Artist understands that Artist's Work could be damaged, destroyed, or stolen by third parties engaging in criminal and wrongful conduct at the Sculpture Park. The SJISP currently maintains no insurance coverage for theft and vandalism. Artist understands that in an extreme case, the entire value of the Work may be lost as the result of wrongful acts by third parties at the Sculpture Park. Artist has personally reviewed the Sculpture Park and the surrounding area, agrees that SJISP has taken reasonable care with respect to preventing the risk of damage or loss, and accepts all risk of damage and loss to Artist's Work as a result of delivering the Work to the custody of the SJISP.
7. Artist's representations. Artist represents and warrants the following:
 - a. Artist is the owner of the Work,
 - b. The Work is an original work of art created solely by the Artist,
 - c. Artist reserves all right, title, and interest in and to the copyright to the Work,
 - d. Artist is authorized to enter into this Agreement with respect to the Work, and the consent of no other person or entity is required,
 - e. Artist has clear title to the Work and there is no security interest in the Work, and
 - f. Once installed, the Work is available for sale at the Sculpture Park.
8. Term. The Term of this Agreement is two (2) years from the date this Agreement is fully executed. At the conclusion of the two year period, the Agreement converts to a month-to-

month agreement, terminable by either SJISP or Artist upon thirty (30) days' advance written notice of termination, except that no termination is possible between April 1 and August 2 of each year as no removal of any Work may occur between May 1 and September 30 of each year. Notwithstanding this, SJISP reserves the right to terminate the Agreement at any time and require removal of any Work. At the termination of the Agreement, Artist is responsible for removal of the Work. After three attempts have been made by SJISP to reach the Artist to remove the Work, the Work and all rights thereto pass to the SJISP, which may then dispose of the Work without further notice to Artist, or any of Artist's heirs, successors, and assigns.

9. Artist Information; Photos. Artist shall provide SJISP with a biography/resume for marketing purposes. Artist will provide SJISP with digital images of the Work for promotional and educational purposes, and with a brief Artist statement about the Work. Artist grants permission for Artist's Work to be photographed, and those photos reproduced (including on the internet) to publicize and advertise the Sculpture Park. The publication, reproduction, and distribution shall be limited to publicity and educational purposes. Artist continues to reserve all rights in the Work.
10. Sale. SJISP shall remit seventy percent (70%) of the final sale price to Artist after collection. SJISP shall retain thirty percent (30%) as its commission. Buyer shall pay any sales tax. SJISP will notify Artist of the sale. Normally Buyer and SJISP handle removal of the Work from the Sculpture Park. Artist may be present during removal if Artist desires and Artist's presence at the removal is reasonably feasible as determined by SJISP in its sole discretion. (In other words, SJISP does not want to delay or impede removal due to Artist's schedule.) Artist shall pay SJISP a thirty percent (30%) commission on the sale of any Work that occurs within ninety (90) days after a Work is removed from the SJISP.
11. Other Works Commission. Artist's work is anticipated to be viewed by many visitors to the Sculpture Park. Artist understands that SJISP is giving Artist visibility and promotion by placement of Artist's work at the Sculpture Park. Buyer will pay SJISP a ten percent (10%) commission (10% of the sale price) of any work sold by Artist which was not on display at the Sculpture Park, but about which the Buyer became aware after seeing Artist's work at the Sculpture Park and contacting Artist.
12. General Provisions. The following general provisions are incorporated into this Agreement:
 - a. Merger clause. There are no verbal or oral agreements which modify this Agreement. This Agreement constitutes the full understanding between the parties, and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
 - b. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged. The failure of any party to insist upon the performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions. No waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.
 - c. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed by the laws of the State of Washington, without regard for conflict of laws principles. The parties consent to the sole jurisdiction of the Superior Court of San

Juan County. Venue for any legal proceeding concerning the provisions of this Agreement shall be exclusively in San Juan County, Washington.

- d. Construction of Agreement. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder thereof, including the remainder, if any, or such provision, shall not be affected thereby, and the application of such provision of portion thereof to any person or circumstance shall not be affected thereby.
- e. Notices. All notices given to either party must be in writing, at the addresses listed at the end of the Agreement. Notices given by email are effective upon confirmed receipt. Notices given by mail are effective five (5) business days after mailing.

13. Customized Provisions Regarding the Work. The Work will be displayed with an advertised selling price of \$_____. Artwork purchases are often impulse buys and should be closed during the first inquiry if possible to maximize the potential for a sale. Artist may choose to authorize SJISP to sell the Work for a lowest sale price in the event the potential purchaser desires to negotiate the price. SJISP will negotiate with the potential purchaser only if necessary. If Artist chooses to allow a lowest sale price, Artist sets the lowest, confidential sale price of \$_____ for the Work, and authorizes SJISP to sell the Work for that price without additional permission of the Artist, in the event SJISP in its sole discretion believes negotiating is necessary to close the sale.

Agreement made this _____ day of _____, _____.

ARTIST

SAN JUAN ISLANDS SCULPTURE PARK

Artist's signature

By: _____

Artist's name printed:

Name printed: _____

Its: _____

Artist's Address:

Mailing address:

Friday Harbor, WA 98250

Artist's telephone:

Email address:

Artist's email address:

Telephone:

(360) _____

