

ARTIST PARTICIPATION & SALES AGREEMENT

“Scenes from Lawrence County”

This Artist Participation & Sales Agreement (“Agreement”) is entered into between:

Arts Council: *Lawrence County Arts Council*

Artist: _____

Artist Address: _____

Phone: _____

Email: _____

The Arts Council and Artist agree to the following terms for participation in the “**Scenes from Lawrence County**” art exhibition.

1. Exhibition

The Arts Council is organizing the “Scenes from Lawrence County” exhibition to showcase artwork depicting, inspired by, or connected to Lawrence County and its communities, landscapes, people, history, and culture.

The Artist agrees to submit artwork for consideration and exhibition under the terms of this Agreement.

Exhibition Dates: November 5, 6, 7, 8, 12, 13, 14, 15

Artwork Drop-Off Date: October 27, 28, 29

Artwork Pickup Date: November 17, 2026

2. Artwork

The Artist may submit the following artwork for exhibition:

The Artist represents that they are the owner of the artwork submitted and have the authority to exhibit and sell the artwork.

All artwork must be properly prepared for display. Unless otherwise agreed upon, artwork should be ready to hang or otherwise appropriately displayed.

3. Sales and Commission

Artwork submitted for sale will be offered at the sale price established by the Artist.

For each artwork sold during the Exhibition or as a direct result of the Exhibition:

- **75% of the sale price will be paid to the Artist.**
- **25% of the sale price will be retained by the Arts Council** as its commission.

The Arts Council's 25% commission will be calculated on the actual selling price of the artwork.

The Arts Council will be responsible for collecting payment from purchasers and maintaining records of sales.

4. Payment to Artist

The Arts Council will remit the Artist's share of sales proceeds within 30 days following the conclusion of the Exhibition.

Payment will be made to the artist by check.

The Artist is responsible for providing accurate payment and contact information.

5. Artwork Not for Sale

If an artwork is not available for purchase, the Artist must clearly identify it as **“Not for Sale”** at the time of submission.

6. Pricing

The Artist will establish the sale price for each artwork before the Exhibition opens. The Arts Council will not change the Artist's established sale price without the Artist's prior approval.

Unless otherwise agreed in writing, the Arts Council's 25% commission is included in the stated sale price and will not be added to the purchaser's price.

7. Delivery and Pickup

The Artist is responsible for delivering artwork to the Exhibition location by the designated drop-off date and retrieving unsold artwork by the designated pickup date.

Artwork remaining after the pickup deadline may be subject to reasonable storage arrangements or other procedures established by the Arts Council, after reasonable attempts have been made to contact the Artist.

8. Care of Artwork

The Arts Council will exercise reasonable care in handling and displaying artwork while it is in the Arts Council's possession.

The Artist acknowledges that the Exhibition may involve handling, transportation within the Exhibition venue, installation, and removal of artwork.

The Arts Council will not be responsible for damage resulting from an inherent defect, improper construction, inadequate framing, improper preparation, or circumstances beyond the Arts Council's reasonable control.

9. Insurance and Liability

The Artist understands that the Arts Council is a nonprofit organization and that the Exhibition may not provide individual insurance coverage for each artwork.

The Artist may obtain separate insurance for artwork submitted to the Exhibition if desired.

The Arts Council will take reasonable precautions to protect artwork but does not guarantee against loss, theft, or damage.

10. Promotion and Use of Images

The Artist grants the Lawrence County Arts Council permission to photograph or otherwise reproduce images of submitted artwork for the limited purposes of promoting the Exhibition, the Arts Council, and related educational or promotional activities.

Such uses may include, but are not limited to, the Arts Council's website, social media, printed promotional materials, press releases, newsletters, and Exhibition-related publicity.

The Artist retains all copyright and other intellectual-property rights in the artwork.

11. Artist Information

The Arts Council may use the Artist's name, artwork title, medium, and other information supplied by the Artist for Exhibition labels, promotional materials, catalogs, social media, and other Exhibition-related purposes.

13. Representation and Indemnification

The Artist represents that:

1. The Artist owns the artwork or has the legal authority to exhibit and sell it.
2. Any artwork that is for sale does not knowingly infringe upon the copyright, trademark, privacy, publicity, or other rights of another person or entity.
3. The information provided by the Artist concerning the artwork is accurate.

The Artist agrees to be responsible for claims arising from the Artist's breach of these representations.

14. Cancellation or Changes

The Arts Council reserves the right to modify Exhibition dates, location, display arrangements, or other logistical details when reasonably necessary.

If the Exhibition is canceled or substantially changed, the Arts Council will make reasonable efforts to notify participating Artists.

15. No Guarantee of Sale

Participation in the Exhibition does not guarantee that artwork will be sold.

17. Agreement and Signatures

By signing below, the Artist acknowledges that they have read, understand, and agree to the terms of this Agreement.

ARTIST

Name: _____

Signature: _____

Parent Name (if under 18): _____

Parent Signature (if under 18): _____

Date: _____

ARTS COUNCIL REPRESENTATIVE

Name/Title: _____

Signature: _____

Date: _____

ARTWORK INVENTORY & SALES RECORD

Artist: _____

#	Artwork Title	Medium	Sale Price	Sold?	Artist Proceeds (75%)
1	_____	_____	\$_____	☐	\$_____
2	_____	_____	\$_____	☐	\$_____
3	_____	_____	\$_____	☐	\$_____

Total Sales: \$ _____

Arts Council Commission (25%): \$ _____

Amount Due to Artist (75%): \$ _____

Artist Payment Date: _____

Payment Method: _____

Art Tags

Name: _____

Artwork #1:

Title: _____

Medium: _____

Details: _____

Sale Price: _____

Artwork #2:

Title: _____

Medium: _____

Details: _____

Sale Price: _____

Artwork #3:

Title: _____

Medium: _____

Details: _____

Sale Price: _____