**Creative Arts Society Venue Agreement**

This agreement is between the Creative Arts Society and \_\_\_\_\_\_\_\_\_\_\_\_ (venue).

• AGREEMENT made as of the \_\_\_\_\_\_\_\_\_\_\_\_\_(date), between the Creative Arts Society (hereinafter referred to as “CAS”), located in Austin, Texas, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Venue”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), with respect to artistic exhibition as stated in this agreement.

**PURPOSE**

• To curate an on-going fine art gallery inside the Venue to enhance the image and appeal of the establishment, support the visual arts in Central Texas and provide local artists with the opportunity to display their artwork.

**SCOPE AND RESPONSIBILITIES**

• CAS will assign a Venue Coordinator who will be the point of contact between CAS and the Venue.

• CAS will manage the coordination and scheduling of all artists and artworks for each exhibit, based on the schedule provided by the Venue.

• CAS is responsible for the packing, transportation, loading and unloading of all artwork.

• CAS will install the artwork. If a professional hanging system is not provided by the Venue, CAS is allowed to install picture hangers on the walls. Care will be taken to minimize the nail holes from exhibit to exhibit. CAS is not responsible for filling in unused nail holes or repainting walls.

• CAS will provide and attach labels for each piece of art, which will list the price and artist contact information. The labels will be attached with removable artist putty or painter’s tape (venue may specify preference).

• The CAS artist retains all copyright and reproduction rights to his/her artwork.

Initialed by \_\_\_\_\_ the CAS Representative and \_\_\_\_\_\_\_the Venue.

**SCOPE AND RESPONSIBILITIES** continued

• The Venue will provide non-fee parking and loading/unloading/elevator (if not on the ground floor) access for CAS artists.

• The Venue will specify a consistent time and date for installing and changing out exhibits (ex., 1st Tuesday of every other month at 10 am).

* For a Rotating exhibit, CAS will send out a Call for Art to our membership. The exhibit will not be juried. Pieces will be accepted until there is no room for more. The venue may specify criteria that will be included in the call for art (ex. Size, Medium, Style, Theme, Color). All art will be family friendly.

• For a Curated exhibit, the Venue may select specific CAS artists or direct CAS to do so:

\_\_\_\_\_ The Venue will select artists from the CAS website Curated Art Portfolio.

\_\_\_\_\_CAS will select artists based on criteria from the Venue.

(Ex: Size, Medium, Style, Theme, Color) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBITIONS**

• Each exhibit must last a minimum of 60 days and a maximum of 120 days (except for the initial trial run which can be less than 60 days).

• Schedule of exhibitions (strike/install dates): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Schedule of receptions (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Promotional materials must include credit to the Creative Arts Society.

• No shared expenses should be incurred by either party until there is prior written consent of both parties as to the amount of the expense.

Initialed by \_\_\_\_\_\_\_the CAS Representative and \_\_\_\_\_\_\_ the Venue.

**SALES**

• The Venue may choose to handle the sales of the artwork\_\_\_\_\_\_\_(yes/no). If “yes”, the Venue shall notify the CAS Venue Coordinator of any sales and provide payment to the CAS artist within five working days of each sale. When handling the sales transaction, the Venue will be responsible for collecting and paying Sales Tax. CAS will replace the sold artwork within 48 hours of notification.

• Commissions or handling fees, if required by the Venue: \_\_\_\_\_\_\_\_\_\_\_\_.

• If “no” is indicated above, sales will be handled by the CAS artist. The buyer will contact the artist per the contact information on the artwork label. The artist will inform the CAS Venue Coordinator who will inform the Venue prior to the removal of any art. The art will be replaced with another piece when removed.

**INSURANCE, LOSS, OR DAMAGE**

• CAS shall be strictly liable for loss of or damage to any exhibited artwork.

• CAS shall not be liable for damage to the Venue or injury to venue patrons or employees (Ex: If a patron bumps into an employee while looking at the art).

• The Venue is not liable for any CAS member injuries that result from the process of installing or removing artwork.

• The Venue shall provide reasonable security precautions such as security cameras and/or monitored or restricted access when the facility is unlocked.

• Artwork is not to be removed by the Venue unless the artwork is being sold and the sales transaction is being handled by The Venue.

Initialed by \_\_\_\_\_\_ the CAS Representative and \_\_\_\_\_\_\_ the Venue.

**TERMS AND TERMINATION**

• There will be an initial trial period of six months, with the option to renew yearly if both parties are in agreement.

• This agreement may be terminated by either party giving a minimum of thirty days written notice to the other party.

**MODIFICATIONS**

• All modifications of this Agreement must be in writing and signed by both parties.  This Agreement constitutes the entire understanding between the parties.

**SIGNATURES**

The undersigned do hereby enter into the above agreement:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The Venue Representative)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Creative Arts Society

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

Venue Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_