

Staten Island Creative Community: Individual Artist Contract Form

*****All exhibitors must be paid-up members of the Staten Island Creative Community.**

Membership information and forms are available on the Website: www.sicreative.org

*****All exhibitors agree to a 20% commission to be paid to SICC on work sold.** SICC will collect sales tax in addition to stated price; *artist is responsible for payment of sales tax and commission.*

*****All exhibitors must do the required volunteer hours. Please sign up before you leave. If for any reason you cannot gallery sit, you must make alternative arrangements 48 hours in advance.** Not volunteering for the required hours is a breach of contract and means you will not be able to participate in the next SICC sponsored event. You may pay \$10 per hour to SICC treasurer in lieu of sitting to hire a replacement sitter.

Individual Artist or representative of group:

DATE: _____

I verify that I have read and agree to the entire Exhibition Contract: _____ (Initial)

_____ (Printed Name)

_____ (Signature)

_____ (Address)

_____ (e-mail)

_____ (Phone) and/or Cell

SIGNED: _____

Parent/Guardian Name (if under 18 – printed Parent/Guardian Name – signed, dated

SIGNED: _____

SICC Representative—printed Rep Name—signed, dated

“SICC” refers to the Staten Island Creative Community and/or its officers or delegates. This contract refers to any space rented or used temporarily by the SICC and also applies to any alternative venue or “Pop-up” space used by the Staten Island Creative Community.

Duties and Responsibilities of Individual Artist:

---Gallery Sitting. Exhibiting individuals must agree to gallery sitting hours at the site when it is open during the exhibit. If you cannot gallery sit, you must make arrangements for someone to fill in for you **48 hours** in advance. Anyone who does not cover the agreed upon hours will NOT be allowed to exhibit in the next SI Creative Community group event.

---Key Management. The individual or group must make arrangements to get gallery/site keys to those scheduled to sit in a timely fashion. Security at SICC sites is of utmost importance.

---Hanging and Take-down: The artist is responsible for hanging art work and leaving information for labels. All work must be picked up at the end of the show in a timely manner.

---Sales: sale of art works must be arranged between buyer and artist. The artist agrees to pay a **20% commission** of the sale price to SICC.

Terms & Conditions: This application is a contract governed by the laws of New York State.

1. General:

The Staten Island Creative Community reserves the right, in its sole and absolute discretion, to amend or augment the rules of participation in its spaces, and/or these Terms and Conditions for exhibitions, at any time. **The artist is responsible for individually insuring art work. SICC is *not* responsible for art work left in its galleries.** All terms of this agreement also apply to any other venues used by the SI Creative Community.

2. Space Set-Up:

Art works must be installed in a professional manner without obstructing the entrance and without presenting a hazard or danger to visitors or participants. Physical space alterations are not permitted *without written permission of designated representatives of SICC.* (Installations, painting, etc.) SICC bears no responsibility whatsoever for inbound or outbound shipment of artist's property, including shipments delivered early or late to the space.

3. Artist Statement and Visuals:

Artist or group grants SICC the non-exclusive right to use artist information and visuals of works in marketing and advertising materials. Artist credit by name will be given in every possible case. Artist(s) must notify SICC if they do not wish their artwork to appear in print or publication.

4. Security:

SICC will provide gallery space that can be locked and shuttered when not in use. This does not guarantee an individual artist or a group against loss, theft, or property damage, nor does it imply an assumption of liability for artistic property by SICC, nor shall it be construed as grounds for any indemnification whatsoever to Artist(s) against loss or theft or otherwise.

5. Electrical Services:

SICC will use its best efforts to ensure that the exhibition spaces include adequate common-area lighting. However, SICC will not be responsible for any interruption in service. Artist will not be permitted to install power connections *without express permission of SICC.* All fire and safety laws and regulations must be observed.

6. Maintenance:

Artist and Registered Groups are responsible for keeping the exhibition space clean and neat at all times, and for leaving the space in the same condition in which it was found, normal wear and tear excepted. In the event Artist or Registered Groups have not removed their property from the SICC exhibition space, rendered its area and walls free of all hanging devices, crates, cartons, and all other matter, and vacated its space leaving it/them broom clean **by agreed upon date**, then in such event all artists in that Registered Group will forfeit any participation fees and all items left in space will be discarded or become the property of the SICC. If, during the length of the exhibition, there are any leaks, broken windows, clogged plumbing, etc., it is the duty of the artist or group to notify SICC gallery managers or the president of SICC as soon as such damage is discovered so that repairs can be made by the landlord.

7. Responsibility for Works of Art:

SICC is not responsible for any loss, theft, or damage to the Works of Art while in its possession or on display, specifically from the date of delivery to any designated venue until the repossession by the Artist(s). All reasonable care will be taken with Artwork. SICC assumes no responsibility for artwork damaged upon receipt or during return. SICC suggests that artists insure their work privately for adequate protection in all potential situations.

8. Right of Refusal:

SICC reserves the right to refuse to display any work of art. SICC reserves the right to refuse to display the artwork of artist(s) who fail to deliver a signed copy of this exhibition contract.

9. Other:

SICC is entitled, in the case of compelling reasons or Acts of God, to postpone, shorten, or extend the exhibition. The organizers of SICCC bear no responsibility whatsoever for the effect (including cancellation of the exhibition) of war, revolution, insurrection, or acts of terrorism. SICCC reserves the right to expel from the exhibition any Artist or Registered Group who violates the rules, policies, procedures, terms, and/or conditions stated herein and established from time to time by SICCC. The laws of the City of New York, State of New York, and the United States of America shall be applicable to these Terms and Conditions and all matters arising out of Artist's participation in an exhibition sponsored by the SICCC.

10. Amendments

This Agreement may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties and attached to this Agreement.

11. Integration

This Agreement embodies and contains the entire Agreement and understandings of the parties and shall be binding upon and inure to the benefit of and be enforceable by their respective heirs, legal representatives, successors and assigns.

12. Arbitration:

In the event a dispute arises under this Agreement, the parties shall confer with all reasonable dispatch and endeavor to arrive at a solution; failing agreement, the dispute shall be submitted to a single arbitrator either agreed to by the parties, or appointed by the American Arbitration Association, who shall decide the dispute under the rules of the Association; and any decision by an arbitrator shall be final and binding upon both parties.

13. Duration:

This Agreement shall commence upon the date of signing. Neither party may terminate this Agreement without the prior written consent of the other party.

14. Hold Harmless Agreement:

The artist agrees to hold the Staten Island Creative Community, the organizers' Board, staff and volunteers harmless for any damage, theft or loss of artwork. The artist understands the risk of submitting/sending and exhibiting artwork, and accepts it.

These Terms and Conditions are the final and exclusive agreement between the Artists and the organizers of the Staten Island Creative Community and its spaces at temporary and more permanent rented venues. These Terms and Conditions also apply to any alternative venues used by the Staten Island Creative Community for its exhibitions and events.

I verify that I have read and agree to the entire Exhibition Contract.

PLEASE RETAIN A PHOTOCOPY OF THE ENTIRE APPLICATION PACKAGE FOR YOUR FILES.

The individual artist enters into this agreement with the Staten Island Creative Community that can be reached at:

SI Creative Community,
128 Silver Lake Road, #2
Staten Island, NY 10301 phone: 718-727-4371 or 347-882-9063
email: info@sicreative.org

Please visit our Website at www.sicreative.org