

**AGREEMENT FOR DISPLAY OF
ART WORKS**

AT Taste Budd's Café, Inc.

THIS AGREEMENT is made as of _____, 20____ by and
between _____ Red Hook, New York 12571
(hereinafter referred to as the "Business")
and _____, having an address
at _____
(hereinafter referred to as the "Owner or Artist").

WITNESSETH:

WHEREAS, the Artist has requested permission to display his or her art works, as listed in Schedule A, (Entitled "Exhibition at Business,") annexed hereto and made a part hereof (the "art works") at the Business's premises; and,

WHEREAS, the Business is willing to allow the Artist to display the art works at its premises, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of One (\$1.00) paid by each party to the other and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. The Business grants permission to the Artist to display the artworks, at no rent or charge, at the Business's interior located at the following address:

_____ and the
Artist agrees to provide artwork for the enjoyment of the Business, its employees, its customers, and the public.

2. The Business agrees to permit the Artist to enter the premises during business hours for the purpose of installing, inspecting and removing the art works. The display of the art works shall be subject to the approval of the Business's contact person or owner. The chosen gallery will jury the artwork to ensure the artwork is appropriate for a business environment and that it is appropriately matted and framed.
3. The parties acknowledge the ownership of the art works shall remain with the Artist. The Business shall have no property interest in the art works **beyond a request by the business for a 15% commission of actual sales of the art**. The venue will provide the opportunity for artists to sell their artwork by display of information facilitating such transaction. All sales transactions will be handled by

the business and sales tax is collected. Artwork which is sold may be removed at the end of the exhibit or may be removed at the time of sale and replaced with another appropriate piece of artwork, to be determined according with the sales agreement between the buyer and the Artist. All proceeds less 15% commission from sales belong to the Artist and will be paid by check.

4. The Business acknowledges receipt of artwork in undamaged condition and Artist hereby loans the above artworks during the duration of the exhibit. The Artist is responsible to deliver, hang and pick-up their own artwork. The Business shall return or have ready for pickup all artwork by the Return/Pick-Up Date listed in Paragraph 5
5. The Artwork shall be delivered on _____; the Exhibition shall end on _____; the Artwork shall be ready for pickup on _____.
6. During the duration of its custody of the artwork, from the time of delivery to the time of pickup, the Business shall be fully responsible for the supervision of the artwork to the best of its ability to secure its safety and undamaged condition. As a condition of this Agreement, the Artist expressly agrees to assume eventual risks of loss or damage to the art works arising out of the display of the art works at the Business's premises. The Artist releases the Business and its directors, officers, employees, agents and independent contractors from liability for, and waives any claims the Artist may have against them now or in the future arising out of, the display of the art works at the Business's premises, including, without limitation, claims of damage, injury, disappearance or destruction by any cause or instrumentality, including the negligent or wrongful acts of the Business, its directors, officers, employees, agents, and independent contractors, theft, vandalism, fire, casualty, acts of God, or other unexplained causes, to the full extent permitted by law.
7. This Agreement may be terminated at will by either party. Upon termination, the Artist shall promptly remove the art works from the Business's premises during business hours and countersign a copy of Schedule A hereof to acknowledge receipt of the art works. The Artist shall promptly repair any damage to the Business's business premises resulting from the display of the art works, to the reasonable satisfaction of the owner or contact person.
8. In the event of litigation between the parties pertaining to or arising out of this Agreement, or the enforcement of any term or provision hereof, the prevailing party shall be entitled to recover his, her or its costs and expenses incurred in connection therewith including, without limitation, reasonable attorney's fees.
9. This Agreement contains the sole and entire agreement between the parties pertaining to the display of the art works and shall supersede any and all other agreements between the parties, oral or written, pertaining to the subject matter hereof. This Agreement may not be modified or amended except in writing duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date appearing above.

BUSINESS, owner or contact person

By: _____

OWNER / Artist

Accepted by:

Artist Name Printed

Artist's Signature