



Unbound Visual Arts, Inc. In-Person Art Exhibition Agreement
This Agreement was agreed to by the artist and Unbound Visual Arts
when the artist responded to the Call for Art.

Unbound Visual Arts (UVA) is presenting “ an in-person exhibition, organized by Unbound Visual Arts and curated by John Quatrale. The exhibit is being held at UVA’s Overlook Gallery, 175 Washington St., Brighton, MA.

The deadline for artwork submission is May 17, 2024. Selected artists will be notified approximately by May 27, 2024. The exhibit dates are June 9 - July 29, 2024. The art delivery dates are June 3 & 4 2024 (2 - 6 pm). Accommodations can be made, if necessary. The Opening Reception is Sunday June 9, 2024 2 - 4 pm. Pick up dates are July 30 & 31, 2024 (2 - 6 pm).

Now, the parties hereto agree as follows:

1. Role of Unbound Visual Arts:

- a. Approve, through the curator, the artwork for the exhibition submitted by the artists;
- b. Select an appropriate gallery (UVA’s Overlook Gallery)
- c. Create an exhibit statement graphic for the gallery, with text prepared by the curator, and individual labels for the artworks;
- d. Plan, design, and organize the exhibition; Install and de-install the artworks;
- e. Prepare and disseminate a press release 1-2 weeks prior to the opening program and reception with images to at least 75 area and regional news and art-oriented print and digital publications;
- f. Oversee all publicity and promotion of the exhibit and related programs including listing and promoting the exhibition on various internet sites that promote area art exhibitions and events, such as Boston.com, Boston Art Review, ArtsBoston, The Boston Calendar, LinkedIn, EventBrite, Facebook, Twitter/x, Instagram, Google Events, and City of Boston Arts & Culture.
- g. Prepare a digital flier;
- h. Organize and coordinate with the artists and curator an opening program and reception;

- i. Invite guests from UVA's lists to the opening program and reception;
 - j. Manage all art sales and inquiries, including collecting all applicable Massachusetts Sales Taxes;
 - k. Include on UVA's website the entire exhibition with images and the ability for visitors to purchase artwork on-line and the in gallery;
 - l. Create a printed exhibition catalog with all artwork that will be placed on the UVA website and be downloadable as a pdf and be available on-line; and
 - m. Ensure that all federal, state and local Covid-19 restrictions and requirements are followed.
- j. Notify all buyers that the artist retains all reproduction rights in any format.

2. Term. This agreement shall be in full force and effect starting after both parties have signed below and continuing through the end of the exhibition.

3. Commissions. On the sale, in any manner, of any artwork exhibited, UVA shall be entitled to a commission of 35 percent of the sales price, excluding the sales tax. This sales commission shall be limited to sales that occur during the course of the exhibition. There shall be no cap on commissions. Payments to the artist will be made within seven (7) days following a sale. All artwork sold will remain in the exhibition until the exhibition closes, unless UVA agrees to a different date. Following the sale, UVA will coordinate with the artist to determine the best means for pick-up or transport to the art buyer. If no appropriate means can be determined, UVA will arrange for an independent pick-up and delivery, the cost of which will be deducted from the artist's payment. At the end of the exhibition, UVA will provide a complete accounting to the artist.

4. Role of all Artists. The artists shall perform the following tasks related to the exhibition:

- a. Cooperate and submit to UVA the titles, prices (including frames), media, and sizes as well as images of all artworks;
- b. Provide UVA with an artist statement and artist biography;
- c. Attend and participate in a public opening program and reception and invite guests;
- d. Include UVA's logo and website or social media link/tag on any promotional print and digital materials produced by the artist;
- e. Grant UVA the right to use photographs of their artwork and of the artist for publicity and for the UVA website;
- f. Agree that all art submitted for consideration shall be exclusively available for use in this exhibition;
- g. Promote the exhibition and all programs on their personal social media sites and personal websites utilizing the digital materials provided by UVA; Any promotion prepared by the Artist will indicate that the exhibit is "organized and presented by Unbound Visual Arts."

- h. Ensure that the art is delivered to the Overlook Gallery at the agreed upon date(s); Upon delivery, unpack all works for inspection and retain all packing materials in their possession.
- i. Ensure that the art not sold is picked-up at the end of the exhibition on the agreed upon date (s); and
- j. Provide an artist headshot image to UVA for publicity.
- k. Non-UVA members agree to join UVA if their art is selected.

5. Termination. Either party may terminate this agreement by giving 10 days written notice prior to the start of the exhibition.

6. Transfer. This Agreement shall not be transferred or assigned by either of the parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of UVA and the Artist.

7. Disagreements. Both parties agree to attempt to resolve any disagreements related to this agreement without the participation of any third party. However, both parties reserve their rights to submit any monetary dispute to the Small Claims Court or another court with jurisdiction.

8. Notices. All notices shall be given to the parties at their respective email addresses set forth below.

9. Amendments and merger. All amendments to this agreement must be written. This Agreement incorporates the entire understanding of the parties.

10. Governing law. The laws of the Commonwealth of Massachusetts shall govern this Agreement.

11. Insurance. UVA maintains fine art insurance for the loss or damage of all artwork loaned to UVA during the duration of this exhibition and for UVA's transportation of the art to the venue. UVA also maintains its own business general liability insurance.

12. Framing and Matting. UVA, through the curator, shall determine the framing and matting needs of individual works of art.

13. Exhibition Definition. A good exhibition should be fun, entertaining and meaningful yet still provide a strong learning environment. In addition, a good exhibition should showcase art and artifacts in an organized and cohesive manner that helps invoke an important message. The design of the exhibition should draw the audience into that learning environment by being stunning, spectacular and/or unexpected in its own way. A number of different types of presentations, displays and stations may need to be employed, since audiences learn and enjoy in many different ways. Most importantly, an exhibition is a piece of art created by one or more persons to convey feelings and emotions. To assist the audience, every good exhibition needs an overall statement that is both descriptive and insightful as well as individual art and artifact labels.

14. Artwork. A listing of all artworks selected by the curators and loaned to UVA for the duration of the exhibition will be described in an email to the artists from the curators.