Unbound Visual Arts, Inc. Virtual Art Exhibition Agreement

Agreed to by the artist and Unbound Visual Arts when the artist responds to the Call for Art and has been approved by the artist as a condition for submitting their artwork for consideration.

Agreement between the artist and Unbound Visual Arts, Inc. The name “artist” is used as a general category to refer to all creatives that are included in an exhibition.

The artist has submitted artwork to UVA, a 501(c)(3) non-profit educational and charitable corporation incorporated in the Commonwealth of Massachusetts, for consideration for the "Self-Preservation: A Complex Human Instinct Exhibit Agreement" exhibition, curated by Cecilia Christman, that UVA is organizing and presenting in its Virtual Exhibition Gallery and shown on-line. The start date is March 29, 2021 and runs through June 30, 2021:

The artist has been notified that one or more of their works of art have been selected for the exhibition.

Now, the parties hereto agree as follows:

1. Role of Unbound Visual Arts:
   a. Select a curator for the exhibition, that will choose the artwork for the exhibition after viewing the artwork submitted by artists;
   b. Select an appropriate virtual 3-dimensional gallery;
   c. Select the exhibition themes, storylines and exhibition title;
   d. Prepare for display a compelling exhibition statement, individual labels for the artworks, a price list, artist statements and artist biographies;
   e. Plan, design, curate and organize the exhibition, under the direction of an exhibition designer. Install and de-install the artworks;
   f. 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;
   g. List and promote the exhibition on various internet sites that promote area art exhibitions and events, such as Boston.com, ArtsBoston, The Boston Calendar, Yelp, LinkedIn, EventBrite, Facebook, Twitter, Instagram, Google Events, City of Boston Arts & Culture, WBUR’s ARTery, WickedLocal events, etc;
   h. Prepare digital flyers and materials;
i. Organize and coordinate an opening program and reception;  
j. Invite guests from UVA’s lists to the opening program and reception;  
k. Manage all art sales and inquiries, including collecting all applicable Massachusetts Sales Taxes;  
l. Include on UVA’s website the entire exhibition with images and the ability for visitors to purchase artwork on-line and through the virtual gallery;  
m. Create an exhibition catalogue with all artwork, artist biographies, and artist statements that will be placed on the UVA website and be downloadable as a pdf.

2. **Term.** This agreement shall be in full force and effect starting from the date that the artist is notified of their selection into the exhibition and continue through the end of the exhibition. Further, both parties agree that the exhibition start date may be as early as December 1, 2020 and may be extended by Unbound Visual Arts to April 30, 2021 and all sections of this agreement shall remain in effect.

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 and 14 days following the exhibition. After this 14 day period, on-line sales by UVA shall result in the same commission to UVA listed above, but artists may sell any artwork on their own without any commission being owed to UVA Visual Arts. 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 to transport the artwork 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 the Artist.** The artist shall perform the following tasks related to the exhibition:

   a. Cooperate and work with the curator to provide UVA with titles, prices (including frames), media, and sizes as well as images of all artworks, if they are not already on the artist’s website or on the artist’s submission form;  
   b. Provide UVA, working through the curator, with an artist statement and artist biography;  
   c. Deliver digital images of the artworks, selected by UVA’s curator and at the required size;  
   d. Attend the public opening program and reception and invite guests;  
   e. Include UVA’s logo and website or social media link/tag on any promotional print and digital materials produced by the artist;  
   f. Grant UVA the right to use photographs and of their artwork and of the artists for publicity and the UVA website;  
   g. Agrees that all art submitted for consideration shall be exclusively available for
use in this exhibition;

h. Promote the exhibition and all programs on their personal social media sites and personal websites utilizing the digital materials provided by UVA.

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

5. **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.

6. **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.

7. **Notices.** All notices shall be given to the parties at their respective email addresses set forth on the artist's submission form.

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

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

10. **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.

11. **Framing and Matting.** UVA shall determine the framing and matting needs of individual works of art. This especially applies to photographs, which will generally be framed by UVA.

12. **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.

13. **Artwork.** A listing of all artworks loaned to UVA for the duration of the exhibition shall be identified in an email from UVA or it’s guest curator to the artist. The listing shall include all titles, sizes, media, selling prices and estimated market values (if different from the price).