

EXHIBITION AGREEMENT

THIS FORM MUST BE SIGNED TO ENSURE YOUR PARTICIPATION IN THE EXHIBITION

This is an exhibition agreement between: Agora Gallery Inc. (WE) / ("Agora") and: The undersigned Artist (YOU). Please read everything and sign at the bottom to confirm that everything is clear and that you understand and agree to all the terms and conditions.

PROMOTION & PUBLICITY

1. **Press Release** – A press release will be written for you by one of our public relations writers.
2. **Targeted Public Relations** - We will invite a targeted list of contacts including some or all of the following: private art buyers, consultants, corporations, profit and non profit organizations and/or members of the media.
3. **Display Ad** – A display ad for the collective exhibition will be placed in an art publication of our choice.
4. **Opening Reception** - We will organize an opening reception for the exhibition. Please note that Agora Gallery shall not be held liable should the reception be cancelled as a result of an unforeseen event such as, but not limited to, extreme weather conditions that affect public transportation and/or black out.
5. **Invitations By Email** - Invitations to the exhibition of your artwork will be emailed to our mailing list of over 60,000 email addresses.
6. **Listing** - The exhibition will be announced in a New York City art magazine listing, such as Gallery Guide, Magazine, etc. on our internet site and on various other art-related sites as we determine to be appropriate.
7. **Catalog** – A sample of your artwork will be published in a color catalog of the collective exhibition which will be distributed to art enthusiasts.
8. **Social Media:** You and/or your artwork will appear in an exhibition reception page, which appear on the [Agora Gallery](#) and Facebook.

EXHIBITION

1. **Artwork Selection** - The artwork selected for the exhibition is made by us from the images submitted for the Chelsea International Fine Art Competition
2. **Dates** - The selected work will be exhibited in a collective exhibition, which will take place December 5 - December 15, 2018 with an opening reception on Thursday, December 6, 2018, 6-8

3. **Stretching/Framing/Shipping** - You are exclusively responsible for all arrangements and all transit costs relating to your artwork, including, including, without limitation, stretching/framing, shipping, and international customs fees to and from the gallery. Do not ship without our written approval. Work must be well packed and arrive undamaged and ready for installation to the gallery. Work determined by us to be damaged will not be exhibited
4. **Installation** – We will unpack and install your art.
5. **Insurance** - We maintain a fine art insurance policy covering artwork on our premises with coverage and limits as set forth in such policy. Our insurance covers artwork up to \$10,000 per work of art. You may purchase additional insurance coverage if needed. You are exclusively responsible for insuring your art while in transit to and from us.
6. **Art Pickup** – You are exclusively responsible to make all necessary arrangements to, either personally or through a shipping company, retrieve your artwork at end of your exhibition. Artwork left for more than forty five days after the conclusion of the exhibition will be considered abandoned and become the exclusive property of Agora.

SALES

1. **Artwork Sale** - You will be entitled to 50% and Agora Gallery to 50% of the proceeds from the sale of artwork sold during the exhibition. Neither you nor any of your agents or representatives may quote prices, negotiate, or sell the listed artwork during any exhibition organized by us and, in the event such a sale does occur, we will be entitled to our 50% commission.
2. **Payments** - Your portion of the sale of any of your artwork that is sold by us will be paid to you within three weeks after Agora receives actual payment in full for the sold artwork. In the event that you, your agent, or representative sell or negotiate the sale of any of your artwork during any exhibition organized by us, you will be obligated to provide proof of the amount of the sale and pay Agora Gallery its 50% commission within three weeks of each such sale regardless of whether payment was actually made in connection with such a sale.

ADDITIONAL TERMS & CONDITIONS

We retain the right - to reschedule and/or postpone an exhibit without notice to you should

an unforeseen event occur, such as, but not limited to, extreme weather conditions that affect public transportation and/or black out. Of course if we are able to give you prior notice we will attempt to do so.

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ACKNOWLEDGEMENT

The Exhibition Forms may not be altered or modified in any manner whatsoever except by in writing which is duly signed by you and Agora. Moreover, you acknowledge that neither Agora Gallery nor any other party or any agent or representative of Agora has made any promise, representation, or warranty whatsoever, express or implied, not contained in the Exhibition Forms concerning Agora's relationship with you or relating to the subject matter of the Exhibition Forms to induce the execution of the Exhibition Forms and that you have not executed the Exhibition Forms in reliance upon any promise, representation, or warranty not contained in the Exhibition Forms. You further acknowledge and agree that you have carefully read and understand all of the terms of the Exhibition Forms and know and understand their binding effect. In the event that any term, condition, or provision contained in the Exhibition Forms shall be held or deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect, impair, or invalidate any other term, condition, or provision contained in the Exhibition Forms and all remaining terms, conditions, and provisions contained in the Exhibition Forms shall remain in full force and effect. The failure by Agora to strictly enforce any of its rights and/or any of the terms of the Exhibition Forms shall not constitute a waiver of any of its rights. By signing the Exhibition Forms you warrant and represent that the artist is eighteen (18) years of age or older and of full legal capacity to enter into all of the terms, agreements and conditions contained in the Exhibition Forms. In the event that any party commences a lawsuit or other legal proceeding to enforce its rights under the Exhibition Forms or in connection with and/or arising from any claim whatsoever against Agora, its agents, employees, representatives and/or officers, in connection with any claims that are in any way related to the Exhibition Forms and/or any acts or omissions arising from Agora's relationship with you in any manner whatsoever, Agora shall be entitled to recover from you all of its costs and expenses relating to any such proceeding including, without limitation, its attorneys' fees. In the event of any claim, dispute or litigation regarding the Exhibition Forms or any aspect whatsoever relating to the Exhibition Forms or any act or omission relating to the relationship between you and Agora, its agents, employees, representatives and/or officers (as detailed above), you hereby unconditionally consent to the exclusive jurisdiction of the courts of the state of New York, New York County, and New York law shall apply.

ARTWORK IMAGE USAGE CONSENT

You agree and consent to grant Agora Gallery the right to use, publish, distribute, copy, reproduce, print, and display images of your art including in print and on the internet for marketing and promotional purposes. You agree and understand that visuals (including slides/photos) of your art may be distributed to various publications and/or magazines ("Publishers") that may use images of your artwork in their own publications; and you grant such Publishers the right to use images of your artwork in their own publications. Accordingly, you hereby release, discharge and unconditionally and irrevocably waive your right to make any claim or complaint of any kind or bring any action or proceeding against Agora and/or its respective agents, employees, representatives and/or officers relating to any claims of infringement of your intellectual property rights by them or third parties during, and after, the term of the Exhibition Forms. You also agree to fully indemnify, defend and hold harmless Agora and the Publishers and their respective directors, officers, employees, agents and representatives from and against any claims, losses, liabilities, actions, complaints, proceedings, costs and expenses (including but not limited to attorneys' fees), damages and liabilities arising out of or relating to your exhibition at Agora Gallery. The right to reproduce, print, copy and distribute refers to the promotional print material that will be issued for the exhibition - namely catalogs, cards, advertisement and poster and online promotion such as websites, social media, email initiations, newsletter and other online exposure. This right does not refer to reproducing the images as artwork.

I **hereby confirm that I have** received, **read and understand** the Exhibition Agreement and **by signing** below I am agreeing to the terms and conditions

Name: _____ Signature: _____ Date: _____

