



ArtFields® 2018 Artist and Venue Hosting Agreement

This Artist and Venue Hosting Agreement, dated _____, 2018, is by and between _____ ("Artist") and _____ ("Venue" name) located at _____ ("Venue" physical address).

Artist and Venue have each registered with Lake City Creative Alliance (hereinafter "LCCA") to participate in ArtFields 2018. Artist and Venue's participation in ArtFields is governed by the respective ArtFields 2018 Competition Rules and Eligibility for Artists and the Venue Registration and Agreement for Venues, as applicable, together with other rules, policies, and procedures established or that may be established by LCCA, and more particularly described at www.artfieldssc.org. Artist and Venue agree to the following terms and conditions regarding Artist's display of a work of art ("Entry") at Venue in connection with ArtFields:

1. Entry: The Artist will display the following Entry at Venue's location (the "Location"):

Title: _____

Medium: _____

Dimensions for 3-D and framed 2-D works (height x width x depth):

Dimensions for 2-D work image only, possible frame not included (height x width):

Dimensions for each individual part of multi-component artwork (height x width or height x width x depth): _____

Year: (artwork completed): _____

Will the Entry be offered for sale? _____ yes _____ no

If yes, Sale Price: _____ (dollar amount for which artist is offering artwork for sale; refer to Sections 7 and 9)

If no, Value: _____ (dollar amount if artwork is Not for Sale (NFS). refer to Sections 7 and 9)

2. SHIPPING OR HAND-DELIVERY AND RETURN OF ARTWORK:

a. Artist and Venue must coordinate with each other regarding the shipment or hand-delivery of Entry to the designated Venue.

b. Arrival of Entry through shipment or hand-delivery must be no earlier than Tuesday, March 13, 2018, and no later than Saturday, March 17, 2018.

c. **Installations and other Site-Specific Entries** must be delivered, installed, and removed by Artist upon appointment with ArtFields and Venue. Installation begins no earlier than Monday, March 19, 2018, and must be completed no later than Saturday, April 7, 2018.

d. Artist is responsible for identifying both Entry and packaging material with artist name.

e. Artist is responsible for the shipment and delivery of Entry, and all related costs, to the designated Venue.

f. If Artist personally delivers Entry, Artist is responsible for coordinating hand-delivery with designated Venue.

g. If Artist requests that Entry is shipped back to Artist after ArtFields, Artist is responsible for including a **PREPAID RETURN SHIPPING LABEL** with shipment of Entry.

h. If Entry is to be shipped back to the Artist, Venue is responsible for coordinating shipment of Entry with ArtFields.

i. If Artist picks up Entry from Venue after ArtFields, Venue and Artist are responsible for coordinating Entry's pick up by Artist.

h. Artist and Venue must assure that Entry is on display starting Monday, April 9, 2018, prior to ArtFields' opening, including for pre-ArtFields student tours.

j. Entry must stay on display through Sunday, April 29, 2018.

k. Artwork cannot be removed from designated Venue until Sunday, April 29, 2018, at 1:00 pm, and must be removed no later than Friday, May 11, 2018 at 6:00 pm.

l. Entries remaining after the final pick-up date will be disposed of by LCCA, at its absolute and exclusive discretion, with no recourse or remedy available to the artist.

3. INSTALLATION OF ARTWORK:

a. Entry will be installed no earlier than Monday, March 19, 2018 and no later than Saturday, April 7, 2018. Artist and Venue have agreed that the ArtFields team will install the Entry using a trained or experienced art-handling team.

Site-Specific and Installations must be delivered, installed and removed by the artist upon appointment with ArtFields and Venue. Installation will begin no earlier than Monday, March 19, 2018 and must be completed no later than Saturday, April 7, 2018.

b. Artwork accepted for ArtFields should be ready to hang or install. For 2-D and other wall-mounted artworks, artworks should have weight-appropriate D-rings, eye bolts/screw eyes and/or wire; all eye bolts/screw eyes should be outfitted with wire. For digital media, film, video, etc., that require a projector, computer, and/or monitor, etc., for display, the artist must provide such equipment for installation and use during ArtFields.

c. Artworks deemed not ready to hang or show as delivered will be excluded from ArtFields.

d. Artists must include clear instructions and images for artworks other than installations that require special instructions as to how they should be mounted, placed and/or installed. Failure to provide such instructions and images may result in

the artwork being rejected. Installation artists are required to install their work themselves in the space assigned by ArtFields.

- e. Venue agrees to the following standards for the security and longevity of Entry:
 - i. The Location will maintain a temperature of 72 degrees Fahrenheit or lower for the duration of Entry’s installation and display.
 - ii. Entry will not be displayed in direct sunlight.
 - iii. Entry will not be displayed near harmful chemicals, including, but not limited to, those found in household cleaning products.

4. LOCATION:

Artist agrees that Entry will be displayed only at the designated Venue’s location from April 9, 2018, prior to ArtFields’ opening, through April 29, 2018, after ArtFields has closed. ArtFields reserves the right to move an Entry to a location other than the one with which the artist signed a hosting agreement.

5. PUBLIC ACCESS:

Venue shall not charge an admission fee to the public to view the Entry while it’s on display at the Venue. The portion of the Venue in which the Entry will be displayed must be available for public access **during normal working hours AND the required days and times during ArtFields as listed in the chart below:**

ArtFields 2018 Required Viewing Times for Voting for Competition Artwork	
<i>Date</i>	<i>Time</i>
Friday, April 20, 2018	11:00 a.m. - 8:00 p.m.
Saturday, April 21, 2018	10:00 a.m. - 7:00 p.m.
Sunday, April 22, 2018	1:00 p.m. - 6:00 p.m.
Monday, April 23, 2018	10:00 a.m. - 7:00 p.m.
Tuesday, April 24, 2018	10:00 a.m. - 7:00 p.m.
Wednesday, April 25, 2018	10:00 a.m. - 7:00 p.m.
Thursday, April 26, 2018	10:00 a.m. - 7:00 p.m.
Friday, April 27, 2018	10:00 a.m. - 7:00 p.m.
Saturday, April 28, 2018	10:00 a.m. - 7:00 p.m.
* Sunday, April 29, 2018 for Removal of Artwork	1:00 p.m.- 6:00 p.m.

6. PROMOTIONAL MATERIALS

- a. **Artist's personal promotional materials cannot exceed 7" on one side, and 5", on the other.**
- b. Artist is responsible for the cost of producing personal promotional materials.
- c. ArtFields and designated Venue determine how and where Artist's promotional materials are displayed; Artist must not provide tables, pedestals, racks or anything else to display their promotional materials.
- d. Venue is responsible for displaying promotional materials provided and paid for by LCCA while Entry is on display at the Venue.

7. COSTS:

- a. Production Costs: Artist is responsible for all costs relating to production of Entry.
- b. Transportation Cost: Artist is responsible for all costs relating to transporting Entry to and from the designated Venue.
- c. Installation Costs: Artist is responsible for the cost of installation materials for Entry if Entry cannot be installed using standard nail(s) and hook(s).
- d. Promotional Materials Costs: Artist is responsible for cost of personal promotional materials.
- e. Utility Costs: Venue is responsible for all utility costs relating to display of the Entry at the Venue.

8. SALE OF ENTRY:

Artist and Venue agree as follows:

Artist will offer Entry for sale.

Venue will make Entry available for purchase through Venue during the ArtFields period. Venue is responsible for processing payment of the Entry and for collecting, reporting, and remitting applicable

state and local sales taxes. Sales and other taxes must be collected at the time of the sales transaction. In exchange for processing the transaction, Vendor may retain 20% of the sales price, less applicable taxes. Artist will receive payment of the remaining 80% of the sales price, less applicable taxes, not later than Friday, June 8, 2018.

OR

Artist will NOT offer Entry for sale. Please note the following: The winners of the first place Grand Prize, Second Place Prize and People's Choice 2-D and 3-D awards agree to transfer all ownership and reproduction rights of the artwork to the LCCA on April 28, 2018.

9. ACKNOWLEDGEMENTS:

Artist shall acknowledge Venue in all written references to the Entry's exhibition in Lake City, South Carolina. Artist will be recognized as the creator of the Entry in the display and in all references to the Entry in formal materials and official online representations. Venue will be recognized on the ArtFields website as a Venue and will be listed in official materials detailing the events. **Artist acknowledges that Venue may host other Artists and other Entries in connection with ArtFields and that this Agreement is not to be construed as an exclusive hosting arrangement.**

10. TITLE:

As between Artist and Venue, title and ownership of the Entry shall remain with the Artist; provided, however, that the Grand Prize, Second Place Prize and People's Choice 2-D and 3-D award winning Entries shall be owned by LCCA. Venue will not permit any third party to assert any liens against the Entry.

11. COMPLIANCE WITH LAWS:

Each party will comply with all applicable federal, state and local laws and regulations applicable to such party with respect to the Entry and the display of the Entry.

12. INSURANCE:

Artist will obtain and maintain insurance relating to the Entry at its own cost and expense, or otherwise be liable for all risks relating to the Entry's installation, display, public exhibition, and de-installation in connection with ArtFields.

13. SECURITY:

a. Venue is responsible for securing and safeguarding the Entry throughout the ArtFields period and during installation and removal.

b. Venue is responsible for providing the public with a safe and accessible location to view the Entry.

14. ARTIST Talk:

Artist may provide one Artist Talk during ArtFields. It is the responsibility of Artist to contact Venue to schedule Artist Talk.

15. VENUE PROMOTION:

Venue will have the option to promote Venue's business and the Location and produce events associated with its display of the Entry at its reasonable discretion during the ArtFields period.

16. MUTUAL INDEMNIFICATION:

Artist and Venue will indemnify, hold harmless and defend the other from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of a breach of this Agreement by the indemnifying party.

17. INDEMNIFICATION OF LCCA:

Artist and Venue agree that in no instance will LCCA be liable to Artist or Venue for any claim, suit, action, loss, expense or liability relating to or arising from ArtFields or their respective participation in ArtFields. Artist and Venue shall defend, indemnify and hold harmless LCCA and their respective directors, officers, affiliates, agents, and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature which any person or party may make against LCCA based upon or arising out of the Entry, the Location, or any other claim or demand relating to ArtFields. The Lake City Creative Alliance is the intended third-party beneficiary under this Section. The obligations of Artist and Venue under this Section shall be joint and several.

18. GENERAL:

This Agreement and all rights and duties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

This Agreement may not be amended, modified, superseded or cancelled without written agreement of Lake City Creative Alliance.

This Agreement may be executed in counterparts, by facsimile or e-mailed signature pages or otherwise, each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same Agreement. Neither party may assign this Agreement or delegate any rights to duties without the prior written consent of the other party.

Agreed and Accepted:

ARTIST:

(print artist name)

Signature: _____

Date: _____

Mailing Address:

VENUE:

(print name of venue)

(print name of venue contact)

Signature: _____

Date: _____

Mailing Address:

