

Artist and Venue Hosting Agreement

(Please sign this agreement by June __, 2009 or this contract will be null and void.)

This Artist and Venue Hosting Agreement is dated June __, 2009, and is between _____
_____ (the "Artist") and the **Urban Institute for Contemporary Arts (UICA)** (the "Venue").

Artist and Venue have each registered to participate in ArtPrize. The Artist's and the Venue's participation in ArtPrize are governed by the respective Official Rules and Agreement for Artists and the Venue Registration and Agreement for Venues, as applicable, together with other rules established by ArtPrize. The Artist and the Venue agree to the following terms and conditions regarding the Artist's display of a work of art ("Work") at the Venue in connection with ArtPrize:

1. **WORK:** The Artist will display the following Work at the Venue:

Describe Work:

2. **INSTALLATION:**

a. The Artist will prepare the Work to be ready for installation at the Venue prior to the beginning of the ArtPrize period, which is September 23, 2009. Specifically, the Work will be installed at the following date(s) and time:

Timing of Installation:

Saturday, September 12th — Monday, September 21st

b. The Artist agrees to the specific agreements and responsibilities for installation of the Work, including any requirements or limitations of the Venue or display area and the installation needs and processes for the Work set forth below:

Specific Requirements:

May not alter or attach artwork to fabric curtains between galleries

c. The Artist will bear the ultimate responsibility for installation of the Work.

3. **LOCATION:** Artist agrees that the Work will be displayed only at the Venue during the ArtPrize period. The Work will be displayed at the following specific location at the Venue:

Specific Venue Location:

Gallery to be determined

4. HOURS: The portion of the Venue in which the Work is displayed will be available for public access during the ArtPrize period. The Venue will not charge an admission fee to the public to view the Work during the ArtPrize period. Specifically, the portion of the Venue displaying the Artwork must be available for public access during the ArtPrize period from September 23, 2009 through October 10, 2009 as follows.

Opening Day (Wednesday, September 23, 2009): 6 p.m. – 10 p.m.

Monday through Thursday: 5 p.m. – 8 p.m.

Friday and Saturday: 12 p.m. – 10 p.m.

Sunday: 12 p.m. – 6 p.m.

The portion of the Venue displaying the Work will be available for the following additional hours in addition to the hours noted above:

Additional Hours:

Tuesday through Thursday: 12 pm – 10 pm

Sunday: 6 - 7 pm

5 REMOVAL: The Artist agrees to remove the Work from the Venue within a reasonable period of time following the ArtPrize period. Specifically, the parties agree as follows regarding the removal time for the Work:

Removal Timing and Other Removal Requirements:

Sunday, October 11th – Sunday, October 18th
(during business hours described above)

6. COSTS:

- a. The Artist is responsible for the cost of production of the Work and for costs of transportation of the Work to the Venue.
- b. The Artist is responsible for the cost of installation of the Work.
- c. The Artist and the Venue share responsibility for all costs associated with exhibition of the Work and with making the Work accessible to the public in connection with ArtPrize.
- d. The Artist and the Venue share responsibility for any additional promotional materials or costs incurred by the Venue relating to the display of the Work at the Venue as follows:
- e. The Venue is responsible for all utility costs relating to display of the Work at the Venue.

7. ACKNOWLEDGEMENTS: The Artist will acknowledge the Venue in all written references to the Work's exhibition in Grand Rapids. The Artist will be recognized as the creator of the Work in the display and in all references to the Work in formal materials and official online representations. The Venue will be recognized on the ArtPrize website as a Venue and will be listed in official materials detailing the events, Venues and Works showcased throughout Grand Rapids in connection with ArtPrize. The Artist acknowledges that the Venue may host other Artists and other works in connection with ArtPrize and that this Agreement is not to be construed as an exclusive hosting arrangement.

8. TITLE: As between the Artist and the Venue, title and ownership of the Work shall remain with the Artist. The Venue will not permit any third party to assert any liens against the Work.

9. 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 Work and the display of the Work.

10. INSURANCE: The Venue will obtain and maintain insurance, at its own cost and expense relating to the Work, or be otherwise liable for risks relating to the Work's display and public exhibition in connection with ArtPrize.

11. SECURITY:

- a. The Venue is responsible to secure and safeguard the Work for the duration of ArtPrize, including during installation and removal.
- b. The Venue is responsible for providing the public with a safe and accessible location to view the Work.

12. ARTIST TALK (optional): The Artist will provide at least one Artist talk or other public engagement activity during the ArtPrize period for the Venue. Specifically, the parties agree to the following dates, time and format for the Artist talk or other activity:

Artist Talk:
To be determined based on mutual availability

13. VENUE PROMOTION: The Venue will have the option to promote the Venue and produce events associated with its display of the Work at its reasonable discretion during the ArtPrize.

14. FEE: The Artist and the Venue have agreed to the following fee to be paid by the Artist to the Venue relating to display of the Work (check applicable box):

The Artist and the Venue agree to the following fee or other arrangement for the display/sale of the Work at the Venue:

Fee or Other Arrangement:
The artist agrees to pay UICA a 30% commission (of the total sales price) for all work sold while on display at the UICA.

15. MUTUAL INDEMNIFICATION: Each of the Artist and the 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.

16. INDEMNIFICATION OF ARTPRIZE: Artist and Venue agree that in no instance will ArtPrize be liable to Artist or Venue for any claim, suit, action, loss, expense or liability relating to or arising from ArtPrize or their respective participation in ArtPrize. The Artist and the Venue shall defend, indemnify and hold harmless ArtPrize and its 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 ArtPrize based upon or arising out of the Work, the Venue, or any other claim or demand relating to ArtPrize. ArtPrize is a third-party beneficiary under this Section. The obligations of the Artist and the Venue under this Section shall be joint and several.

17. 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 Michigan. This Agreement may be amended, modified, superseded or cancelled only by written agreement of the Artist and the Venue. 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 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: _____
By: _____
Its: _____
Date: _____
Address: _____
Phone: _____

By: _____ (Steven T. Samson/
Its: Exhibitions Manager
Date: June , 2009
Address: 41 Sheldon Blvd, SE _____
Grand Rapids, MI 49503 _____

SAMPLE