

SEATTLE EROTIC FESTIVAL

INSTALLATION AND NFS ARTIST AGREEMENT

Artist's Legal Name: _____

Business Name /Professional Name (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Home Phone: _____ Business Phone: _____

Cell Phone: _____ Business Email: _____

Home Email: _____ Web Address: _____

Are you: An individual (i.e., you do not run a business around your art) A sole proprietor An INC or LLC
(choose one) A general or limited partner With whom? _____

There are occasions when SEAF makes public an artist's personal information, such as an artist's name, business email, web address, and so on. These occasions might include, for instance, the art catalog, on art labels, when an artist's work is shown on the SEAF website, or when the press or an art patron inquires about an artist's work.

What information may be provided to the public? (check all that apply)

Name Web Address Business Email Business Phone Country/State of Origin

THIS CONSIGNMENT AGREEMENT is made this day ____ of _____, 2018 ("the Effective Date"), by and between the Foundation for Sex Positive Culture ("FSPC"), a Washington nonprofit corporation located at 1037 NE 65th St., #356, Seattle, Washington, 98117, and the artist ("the Artist") named above.

RECITALS

- A. FSPC produces the annual event known as the Seattle Erotic Art Festival ("the Festival");
- B. FSPC has invited the Artist to display the Artist's work(s) of art (the "Artwork") at the 2018 Festival; and
- C. The Artist desires to display the Artist's Artwork at the 2018 Festival.

AGREEMENT

- 1. Festival Dates and Location.** The Festival will take place April 27, 2018 through April 29, 2018, at the Seattle Center Exhibition Hall, 301 Mercer Street, Seattle, WA 98109 ("the venue").
- 2. Agency; Purpose.** The Artist appoints FSPC as agent for the Artwork consigned under this Agreement, for the purposes of exhibition. FSPC will not permit the Artwork to be used for any other purposes without the written consent of the Artist. This agreement applies only to the Artwork consigned under this Agreement and does not make FSPC a general agent for any other works.
- 3. Consignment.** For the duration of the Festival, the Artist hereby consigns to FSPC, and FSPC accepts on consignment, the Artwork listed and described on Attachment A ("Inventory Sheet"), which is a part of this Agreement.

4. Sale of Artwork.

- a. **Not For Sale.** FSPC and the Artist agree that the Artwork is for exhibition only, and that it will be visibly designated as Not For Sale (“NFS”) for the duration of the Festival. No commission, fee, or other compensation of any kind will be due to FSPC.
- b. **Potential Buyers.** The above section notwithstanding, if FSPC is approached by a potential buyer regarding the sale of the Artwork, FSPC may provide the Artist’s contact information to the potential buyer. All sales and related negotiations are the sole responsibility of Artist.

5. Representations and Warranties of Artist. The Artist hereby represents and warrants the following:

- a. That the Artwork is original;
- b. That the Artist is the sole creator of the Artwork, or that if any Artwork being submitted was created with assistance from, in collaboration with, or in conjunction with any other artist(s), that the other artist(s):
 - i. Have prior knowledge of the Artist’s intent to display the collaboratively created and/or produced Artwork at the 2018 Festival;
 - ii. Have expressly consented to the display of the Artwork at the Festival and can, upon request, furnish a signed and notarized letter to that effect; and
 - iii. Have been duly credited, and that such credit will be displayed in conjunction with the Artwork.
- c. That the Artist possesses unencumbered title to the Artwork;
- d. That the descriptions of the Artwork are true and accurate;
- e. That the Artist is the sole and exclusive owner of all rights granted to FSPC in this agreement and has all rights to enter into this agreement; and
- f. That the Artwork does not, in whole or in part, infringe any copyright, or violate any right to privacy or other personal or property right whatsoever.

6. Transportation, Set-up, and Deinstallation of Installation Artwork.

- a. Installation Artwork must be hand delivered to the Venue by the Artist or the Artist’s agent on **April 24, 2018 between 4:00pm and 8:00pm**, unless prior written arrangements are made.
- b. The Artist is responsible for the set-up of Installation Artwork. Assistants will be available to the Artist if the Artist provides FSPC/Festival Staff with advance notice.
- c. The Artist is responsible for the deinstallation of the Artwork. Installation Artwork must be removed from the venue **on Sunday, April 29, 2018, between 6:00pm and 8:00pm**, unless the Artist makes alternate arrangements with FSPC/Festival Staff in advance.
- d. The Artist has the sole responsibility for packing costs, insurance charges, and other handling expenses.

7. Transportation of Other NFS Artwork.

a. Delivery via Shipper.

- i. If the Artist is shipping the Artwork to the Festival, the Artwork must be shipped to the following address:

SEAF
c/o Gallery Erato
309 First Ave. S.
Seattle, WA 98104
- ii. The Artist must provide an air bill from a shipping company, preferably Federal Express or UPS, for the return shipping of any unsold Artwork. If the Artist does not provide such an air bill for the return of unsold Artwork, the Artist will be deemed to have donated any unsold Artwork to FSPC.
- iii. If the Artist is shipping the Artwork to the Festival from within the United States, the Artist understands and acknowledges that **Festival personnel will not accept domestically shipped Artwork that arrives earlier than April 2, 2018 or later than April 20, 2018.**
- iv. If the Artist is shipping the Artwork to the Festival from a location outside of the United States, the Artist **may ship immediately upon receipt of invitation to exhibit.** Festival personnel will

take delivery of internationally shipped Artwork **through April 20, 2018.**

- b. Hand Delivery.** If the Artist is hand-delivering NFS Artwork, The Artist or the Artist's agent **must deliver the Artwork to the venue on April 24, 2018, between 4:00pm and 8:00pm.** Festival personnel will not accept hand-delivered Artwork at any other time without prior written arrangement.
- c. Delivery Expenses.** Packing and shipping charges, insurance costs, and any other expenses related to the delivery of the Artwork to the Festival are the sole responsibility of the Artist, regardless of the method of delivery.

8. Return of Other NFS Artwork to Artist.

- a.** All non-installation NFS Artwork will be packed by Festival personnel for return to the Artist. FSPC will be responsible for the costs associated with repacking and preparing the Artwork for return.
- b.** If the Artist has provided FSPC with an air bill for return shipping, Festival personnel will deliver the Artwork to the designated shipper for return shipping to the address on the air bill.
- c.** If the Artwork is being picked up in person, the Artist or the Artist's Agent, **must pick up the Artwork at the venue on April 29, 2018, between 6:00pm and 8:00pm.** Arrangements for pick-up at times other than this must be made in writing and approved in advance.
- d.** Any Artwork that does not have an air bill for return shipping or is not picked up during the times designated in Paragraph 8(c) will be deemed a donation to FSPC.

9. Additional Terms and Conditions of Artwork Exhibit. FSPC and the Artist agree to the following terms and conditions for the exhibition of the Artwork:

10. Reproductions.

- a.** The Artist retains the copyright on all of the Artwork.
- b.** FSPC may, for the sole purpose of promoting the Festival, photograph them for inclusion in a catalog, or other promotional materials so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright.
- c.** The above paragraphs notwithstanding, photography is permitted in the event space, and the Festival's evening events are attended by the press. It is, therefore, possible that the Artwork may be photographed (intentionally or unintentionally) and appear, uncredited, on social media sites or in the newspaper. Although the Festival discourages anyone from directly photographing the exhibited art, the Festival is not responsible for photos taken by anyone other than the Festival's hired photographer(s).

11. Liability for Loss, Theft, or Damage.

- a.** FSPC, Festival staff, and Festival volunteers will make every reasonable effort to care for and protect all Artwork in FSPC's custody. Notwithstanding the foregoing, the Artist acknowledges and agrees that FSPC will provide no insurance for the artwork and no additional security for the Artwork beyond the security that FSPC currently contracts during the Festival. The Artist bears sole responsibility for obtaining and maintaining insurance for the Artwork while it is in transit to or from the Festival, being installed or deinstalled, and on exhibit.
- b.** THE ARTIST ACCEPTS ALL RISK ASSOCIATED WITH THE ARTWORK BEING UNPACKED, INSTALLED, DISPLAYED TO THE PUBLIC, DEINSTALLED, AND REPACKED. THE ARTIST HEREBY RELEASES FSPC, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS FROM LIABILITY FOR ANY LOST, STOLEN, OR DAMAGED ARTWORK. THE ARTIST FURTHER WAIVES ALL RIGHTS TO ANY CLAIMS FOR DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ASSOCIATED WITH LOST, STOLEN,

OR DAMAGED ARTWORK.

12. Termination of Agreement.

- a. This Agreement may be terminated without penalty by either party up to 30 days before the date of Festival upon written notice.
- b. Notice to FSPC must be sent to the attention of F. Sophia Iannicelli, Executive Director, at FSPC's address listed on the first page of this Agreement. Notice to the Artist will be directed to the address listed on the first page of this Agreement.
- c. Neither party will be liable for failure to perform in the event that the failure is due to the cancellation of the Festival; acts or regulations of authorities; civil tumult; inclement weather such that travel is prevented; strike; epidemic; or any other legitimate cause beyond the control of the party failing to perform.

13. Severability and Waiver. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. However, if any provision of this Agreement is found to be invalid under applicable law, the parties agree that the remainder of the Agreement will remain in full force and effect and will in no way be impaired.

14. Governing Law; Venue.

- a. This Agreement and any attachments, will be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.
- b. Any action to enforce, arising out of, or relating to any provisions of this Agreement will be brought and prosecuted in the Superior Court of King County, Washington.

15. Attorney's Fees. If any suit or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party ("the Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party will pay, all reasonable attorneys' fees and court costs of the Prevailing Party.

16. Entire Agreement. This Agreement, including the Recitals and Attachments, constitutes the complete and final agreement between FSPC and the Artist, and may only be amended or modified in a writing signed by both parties.

THE PARTIES, intending to be legally bound, have executed this Agreement as of the date first indicated above.

Sophia Iannicelli
Executive Director,
Foundation for Sex Positive Culture

Artist Signature

ATTACHMENT A: INVENTORY SHEET

Title:		Inventory #
Medium:		<i>(Festival Use Only)</i>
Description:		
Dimensions:		
Title:		Inventory #
Medium:		<i>(Festival Use Only)</i>
Description:		
Dimensions:		
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