Dripping Springs Art League
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Art Agreement

The Dripping Springs Art League ("DSAL") and each Artist hereby enter into the following Agreement when registering for this event at artindripping.com:

1. **Agency.** The Artist appoints the Dripping Springs Art League ("DSAL") as agent for the works of art ("the Artworks") consigned under this Agreement for the purposes of exhibition and sale at the "Display Location." The DSAL shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.

2. **Consignment.** The Artist hereby consigns to the DSAL and the DSAL accepts on consignment, those Artworks listed on the inventory sheet provided by the Artist and Attached hereto.

3. **Exclusive Sale.** The Artist agrees that the artwork provided under this agreement will remain at the Display Location for the duration of this agreement and may not be removed for outside events unless agreed to in writing. All proceeds for the sale of any Artwork under this agreement are for the Artists account.

4. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks and that their descriptions are true and accurate.

5. **Duration of Consignment.** The Artist and the DSAL agree that the term of consignment for the Artworks is for the duration of the registered Art Exhibit, ending on the date set for registered Art Exhibit Artwork Pickup, unless otherwise agreed to in writing.

6. **Display.** The DSAL shall display the Artworks at the designated Display Location only. All works submitted for display shall be display-ready and adhering to the policies of the DSAL Curator. The Curator maintains sole control over the display, placement, lighting and labeling of the Artwork under consignment. Artist must ensure each Artwork has necessary hardware installed on the Artwork and ready for hanging. If unframed works are submitted all edges shall be completed utilizing the medium used to create the work.

7. **Transportation Responsibilities.** Arrangements for packing and shipping, insurance coverage, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to DSAL and in their return to the Artist shall be the responsibility of the Artist.

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If anyone other than the Artist is to pick up works of art, written authorization from the Artist must be presented by the person picking up the works. All responsibility for the safe transfer of the works remains with the Artist.

8. **Responsibility for Loss or Damage, Insurance Coverage.** Neither the DSAL nor the Display Location can be held responsible for any damages that may occur. Neither will hold insurance for the Artwork. It is solely the Artist's responsibility to secure coverage for loss or damage, if the Artist wishes to do so.

9. **Fiduciary Responsibilities.** Title to each of the Artworks remains with the Artist until the Artwork has been sold; title then passes directly to the purchaser. The Artist will provide payment instructions through the online application along with payment ($30 for up to three submitted pieces of Artwork and $5 for each additional thereafter). DSAL will facilitate the payment directly from the Buyer to the Artist through one of the Artist's designated payment methods.

10. **Pricing for Sale.** The DSAL shall offer the Artworks only at the Retail Price specified by the Artist. Any change in the Retail Price must be agreed to in advance by the Artist and the DSAL. Payment to the Artist shall be made prior to Artwork pickup by the Buyer.

11. **Title to Artwork.** Title to each of the Artworks remains with the Artist until the Artwork is sold; title then passes directly to the purchaser. Title passes directly to the DSAL for items not picked-up by the Artist within 10 days following the end of the consignment period or other mutually agreed upon date in writing.

12. **Removal from Display Location.** The DSAL shall not lend out or remove from the Display Location before a sale or end of term without first obtaining written permission from the Artist.

13. **Promotion.** The DSAL shall use its best efforts to promote the sale of the Artworks within the Display Location. The DSAL agrees to provide adequate display of the Artworks in the Display Location. The DSAL has no obligation to undertake other promotional activities on the Artist's behalf unless it elects to do so at the DSAL's sole discretion. The DSAL Curator shall identify clearly all Artworks with the Artist's name and the Artist's name shall be included on the bill of sale of each of the Artworks.

14. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The DSAL assumes the right to use images of Artwork to publicize and promote the Artworks through social media, web page, print advertising and

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newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

15. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by the DSAL to the Artist within 5 days of any sale. The Artist shall have the right to inventory his or her Artworks in the Display Location and to inspect any books and records pertaining to sales of the Artwork. All sales tax will be collected and paid to the state of Texas by the Artist.

16. **Termination of Agreement.** Notwithstanding any other provision of this agreement, the Agreement may be terminated at any time by either the DSAL or the Artist by means of a 30-day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. All accounts shall be settled, and all unsold Artworks shall be removed by the Artist or by the Estate with in 7 days after the 30-day notification period.

17. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and DSAL and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

18. **Miscellany.** This Agreement represents the entire agreement between the Artist and the DSAL. If any part of this agreement is held to be illegal, void, or unenforceable in relation to any other part: in such case, the document shall be construed as if such invalid or unenforceable provision had not been included. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the DSAL, whether by operation of law or otherwise, without the prior written consent of the Artist.

19. **Choice of Law.** This Agreement shall be governed by the law of the State of Texas.