

## 2023 Artist and Venue Hosting Agreement

This Artist and Venue Hosting Agreement is dated \_\_\_\_\_, 2023 and is between \_\_\_\_\_ (the "Artist") and \_\_\_\_\_ (the "Venue").

Artist and Venue have each registered to participate in Art Walk Central. 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 Art Walk Central:

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

### 2. INSTALLATION:

- a. The Artist will prepare the Work to be ready for installation at the Venue prior to 5pm EST on Tuesday, July 25, 2023.

The specific date of installation will be agreed upon by the Artist and Venue.

- b. 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 are set forth below:

Ex) The display area has only down lighting, but Venue may provide additional temporary lighting to the display area, as mutually agreed upon by the Venue and Artist, for the effective presentation of the Work.

- c. The Artist will bear the responsibility for installation of the Work and all labor associated with the installation. If Artist requires Venue staff time to assist in installation, after one (1) hour the Artist will be billed at the rate of \$50 per hour for such assistance.

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

**4. HOURS:** The portion of the Venue in which the Work is displayed will be available for public access during the Art Walk Central period. The Venue will not charge an admission fee to the public to view the Work during the Art Walk Central period. Specifically, the portion of the Venue displaying the Artwork will be available for public access during the Art Walk Central period from August 1, 2023 through August 26, 2023 as follows.

Monday: 11 a.m. – 5 p.m.  
Tuesday: 11 a.m. – 5 p.m.  
Wednesday: 11 a.m. – 5 p.m.  
Thursday: 11 p.m. - 5 p.m.  
Friday: 11 p.m. – 5 p.m.

Additionally, the Venue may be open additional hours for members, other groups and the public during the entire Hosting period from August 1 through August 26, 2023.

**5. REMOVAL:** The Artist agrees to remove the Work from the Venue premises in a timely manner. Accommodations for de-installation and pick-up should be worked out individually with Artist and Venue.

Specifically, the parties agree as follows regarding the removal time for the Work:

The Work will be de-installed from the Venue gallery spaces by \_\_\_\_\_.

**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 Venue is responsible for all costs associated with making the Work accessible to the public in connection with Art Walk Central.
- d. The Venue is responsible for all utility costs relating to display of the Work at the Venue, if utility cost are directly incurred by the Venue. If utility costs related to the display of the Work are incurred by others beside the Venue, the Artist is responsible for those costs.

**7. ACKNOWLEDGEMENTS:** The Venue will be recognized on the Art Walk Central website as a Venue and will be listed in official materials detailing the events, Venues and Works showcased throughout Mt. Pleasant in connection with Art Walk Central. The Artist acknowledges that the Venue may host other Artists and other works in connection with Art Walk Central 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. 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 Art Walk Central, from the time of installation until the Work is de-installed.

For insurance purposes Artist must provide Venue with market value of the Work prior to installation.

**10. SECURITY:**

- a. The Venue is responsible for providing security staff to monitor the Work in accordance with standard Venue operating procedures during the Hosting period.
- b. The Venue is responsible for providing the public with a safe and accessible location to view the Work.

**11. VENUE PROMOTION:**

- a. 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 Art Walk Central.
- b. The Venue will have the right to utilize images of the Work in promotional materials or publications related to the Venue's Art Walk Central installation.

**12. FEE:** The Artist and the Venue have agreed that **No Fee** will be paid by the Artist to the Venue for the purpose of displaying the Work.

**13. 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.

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

**Agreed and Accepted:**

**Artist:** \_\_\_\_\_

**Venue:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_