## 

**Artist Agreement & Waiver of Liability**

**Originality: I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name), i**n consideration of the opportunity to display my work to the public, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, I, the undersigned artist, certify that the art that I am submitting is my original art and that I am the author and creator of such art.

I acknowledge that Restoration Ranch (RR) reserves the right to accept or deny any submission with or without cause. Artwork must be accepted by the Divine Creations Art Gallery Board. Not all artwork submitted will be displayed at the Divine Creations Art Gallery.

**Promotion and Publicity:**I grant RR permission to publish in all media my name, artwork, and location for use in promotion through print media, television, and the internet. I further allow RR to release such information to other persons and entities. My name will be attributed to my pieces that are shown by RR or other associated persons or entities.

**Responsibility:**I understand that RR and its partner gallery sponsors do not assume responsibility for loss or damage to my artwork(s) or the loss or damage to frames or glass, no matter how sustained. Reasonable safety and electronic security precautions are in place to ensure added protection of my work. I also understand that RR strongly recommends that I carry my own personal property insurance.

**Artwork remains in the gallery until agreed upon time of both artist and RR.** I understand that if my artwork is accepted by Divine Creations Art Gallery that the work may not be removed from the gallery until such date determined by both RR and the ARTIST. It is my responsibility to notify RR in writing or by email of a third-party pick-up of artwork at the designated time.

**Two options of Giving back to the Community: PLEASE CHECK BOX**

**Donation of Artwork:** I understand and acknowledge that there is no fee for providing approved artwork for sale in the Divine Creations Art Gallery. I release all rights of my artwork to Divine Creations Art Gallery and understand that if my artwork is sold, I have no rights to the monetary value collected at date of sale. I also understand I can request a tax-deductible receipt for the value of my art work that is sold.

**Sales of Artwork**: I understand and acknowledge that there is no fee for providing approved artwork for sale in the Divine Creations Gallery, however, 50% of all sales proceeds from the sale of my artwork sold in the gallery (in store or on-line) will be provided toRR and I will be entitled as the artist to 50% of sale proceeds for my work. I also understand I am entitled to receive a tax-deductible receipt for the value of the 50% donation is responsible for all sales transactions to RR. RR maintains responsibility for the collection and filing of applicable sales tax.

I acknowledge that I have read and understand all terms contained in the description for this Call for Art and the associated Artist Agreement and agree to be bound by the terms and stated expectations.

**Waiver of Liability**: Once I submit this form electronically or by paper copy, I (the artist), my heirs, successors, and assigns, shall indemnify and hold the RR and appointed officers, volunteers, employees harmless from any and all claims, costs and liabilities for any artwork damage, personal injury, death, or other property damage which is the result of handling and displaying the artwork at The Divine Creations Art Gallery. Our partners’ employees or contractors are likewise held harmless from any and all claims from the artist, heirs, successors or assigns from any artwork damage, personal injury, death, or other property damage, and related costs and liabilities, which is the result of handling and displaying the artwork.Top of Form

**Execution of Agreement & Release of Liability**

I have read and agree to the Artist's Agreement & Waiver of Liability \*

Yes or No (Please circle one)

I have read the "Important Dates" in the Call for Art and understand that failure to abide by deadlines will disqualify me from the show and forfeit my entry fees (if applicable).

Yes or No (Please circle one)

I have double-checked my contact information AND the framing requirements (if applicable).

Yes or No (Please circle one)

Please sign your name below:

ARTIST:

Bottom of Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESTORATION RANCH/ DIVINE CREATIONS ART GALLERY REPRESENTATIVE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_