

PLEIN AIR - ARTIST AGREEMENT

Event Date: Saturday, July 25th, 2015

VENUE

Damiani Wine Cellars (DWC)

4704 Rt. 414

Burdett, NY 14818

607-546-5557

Contact: Glenn Allen

& Michael Cimino

ART COORDINATION

ARTe: Finger Lakes Art Coordination

39 Highgate Circle

Ithaca, NY 14850

607-351-7145

Contact: Allison DeDominick

Name of the Artist: _____

Address: _____

Contact: _____

Phone: _____ Email: _____

SCOPE AND MANNER OF SERVICES

The Artist, as an independent contractor, has agreed to display his or her artwork at DWC's Plein Air Art Festival on the date listed above. The Artist will arrive to install his or her work by 4pm on Saturday, July 25th, 2015 and remove his or her unsold work at the end of the Plein Air Art Festival auction at approximately 8pm on Saturday, July 25th or (if not present) 5 businesses days after July 25th.

SALES, COMISSIONS AND PAYMENT

DWC will handle the sale of the artwork if and only if it is purchased at DWC's Plein Air Art Festival on Saturday, July 25th, 2015. The sale will be conducted via silent auction that DWC will administer. At time of purchase, the buyer may remove the piece from DWC after the piece has been paid in full. The Artist must provide packaging materials. DWC must notify The Artist of all art sales.

COMMISSION RATES ARE AS FOLLOWS:

The Artist	75%
DWC	12.5%
ARTe	12.5%

INSURANCE:

With respect to insurance, The Artist is responsible for his or her liabilities, DWC affirms its self-insured status for its own liabilities. In respect to The Artist, DWC will take every precaution to protect the artwork listed under Inventory, but cannot be responsible for damage, destruction of the venue by fire, verified disability of the artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any unforeseen occurrence rendering the performance(s) impossible. Neither The Artist, nor DWC shall be held legally responsible for any damages arising from the cancellation of the exhibit listed herein.

The Artist shall defend, indemnify and hold harmless DWC from any and all claims, actions, demands or other proceedings for any actual or alleged injury to persons or damage of property arising from any act or omission of The Artist and adjoining premises.

DWC accepts no liability for the loss or damage of artwork while being transported to and from DWC, or while being packed or unpacked for transport, or while on exhibit. DWC accept no liability for the loss or damage of any sold artwork while being packed and/or wrapped for a buyer.

PIECES OF ART AND PRICES

The Artist hereby warrants that he/she created the piece and possesses unencumbered title to the piece, and that the description of the piece provided by The Artist is true and accurate. Pieces cannot be removed by anyone, including the artist, until the end of the show unless a piece is sold.

The art piece will be sold using a silent auction that DWC will administer. A minimum bid price shall be given by the artist to DWC. The highest bid at or above the minimum price will win the auction and establish the sale price.

It is expressly understood and agreed that DWC and The Artist make no representations or agreements, oral or otherwise, outside the terms of this Agreement. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to The Artist and DWC at the addresses provided.

The terms and conditions set forth in this Agreement shall have precedence over any attachment incorporated herein in the event of any conflict.

The terms and conditions of this agreement are subject to privacy and exclusivity and shall not be discussed by either party or any associated entity.

DWC Contact

Artist**Date:** _____