



(exhibit)
 2418 Professor Ave.
 Cleveland, Oh 44113
 dates

ARTIST RELEASE AGREEMENT

I, the artist identified below and henceforth referred to as "Artist," seeks to submit artwork for the inclusion of the Kaiser Gallery LLC's *Borderlands* on display at 2418 Professor Ave., Cleveland during the dates noted above.

- As the Artist, I agree that Kaiser Gallery may use the works and personal information I have submitted for inclusion in various media outlets and for inclusion in any Kaiser Gallery promotional materials.
- All work, unless indicated as not for sale (NFS), will be available for sale during the exhibit. Kaiser Gallery will retain a commission of 50% on all artwork sold during the exhibition. The artist sets the final sale price on the proposal form/agreement.
- I warrant and represent that I am the sole legal owner of all rights, title, and interest in all artwork submitted, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all artwork, and have the full right and authority to enter this agreement and grant the rights granted in this agreement.
- I understand that the display of artwork in 2418 Professor Ave., Cleveland is subject to the sole discretion of Kaiser Gallery.
- I the Artist, or an appointed representative of the Artist, must retrieve my artwork during the designated dates by Kaiser Gallery.
- I understand my artwork is to remain installed at 2418 Professor Ave., Cleveland for the duration of the exhibition.
- I understand that if my artwork is not picked up on the designated dates noted below I forfeit the rights and ownership of my work to Kaiser Gallery to do with it as they see fit.

Delivery and Return of Work: Artists must cover the cost to transport the artwork to and from the gallery. All work selected for the exhibition must arrive ready to install. Works not installation-ready, or not exhibiting good craftsmanship, may be omitted from the exhibit. Accepted work that differs significantly from the submitted images or suffers from poor presentation, will be disqualified. Please note that professional-level presentation is mandatory. Work may be hand-delivered or shipped. Shipped works must be sent in an easily reusable container/packaging. Works will be returned in the same manner as delivered or via UPS/USPS. Exhibited work will remain on display for the duration of the exhibition. Works not claimed within 30 days of the end of the exhibit will become the property of Kaiser Gallery.

Insurance: Works will be insured while on gallery premises. The insurance covers theft, vandalism, damage caused by gallery patrons or staff (in accordance with, and within limitations of the gallery's insurance policy). PLEASE NOTE: Insurance does not cover damage caused during shipping due to any reason, including mishandling by carrier or failure of packaging to protect works in transit. Also not covered is damage caused to work by failure of the work itself, its mounting systems installed by the artist, or disintegration/degradation due to the nature/quality of materials or craftsmanship, or incidental damage to works whose artist-directed presentation methods put them at risk. The artist must be capable of providing proof of value in the event of any necessary insurance claim. In general, we recommend artists to have separate insurance coverage on their artworks to ensure full coverage and protection while in transit, and as a supplement to the gallery and other venue insurance.

Arbitration: Any dispute arising out of this agreement shall be settled through binding arbitration. Either party may initiate an arbitration proceeding by notifying the other party in writing. The parties shall agree thereafter upon a single person to act as arbitrator; said person to be selected within 20 days after written notice is served. In the event the parties cannot agree upon a single arbitrator, each party shall immediately select an arbitrator and the two so chosen shall promptly select a third. The place of arbitration shall be the Dispute Resolution Department of Cuyahoga County Common Pleas Court and the laws of the State of Ohio shall govern the proceedings. The procedures to be followed by the arbitrator(s) and the parties shall be those prescribed in the Commercial Rules of the American Arbitration Association, although the AAA shall not administer the arbitration proceeding. The arbitrator(s) and the parties shall take reasonable action to conclude the arbitration within 90 days after the initial written notice is served. Judgment upon the award rendered by the arbitrator (or a majority of the arbitrators if more than one serves) may be entered in any Court having jurisdiction thereof. The arbitrator(s) shall have the authority, but not be required, to assess costs and/or attorneys fees against the losing party.

Signature: _____

Printed Name: _____

Date: _____

SAMPLE

PLEASE PRINT INFORMATION CLEARLY AS IT WILL BE USED FOR WALL LABELS

Artist Name:

Address: _____ City, State, Zip: _____

Email: _____ Phone: _____

Title1: _____ Title2: _____

Year: _____ Year: _____

Dimensions: _____ Dimensions: _____

Medium: _____ Medium: _____

Price: _____ Price: _____

Title3: _____ Title4: _____

Year: _____ Year: _____

Dimensions: _____ Dimensions: _____

Medium: _____ Medium: _____

Price: _____ Price: _____

Title5: _____ Title6: _____

Year: _____ Year: _____

Dimensions: _____ Dimensions: _____

Medium: _____ Medium: _____

Price: _____ Price: _____

Title7: _____ Title8: _____

Year: _____ Year: _____

Dimensions: _____ Dimensions: _____

Medium: _____ Medium: _____

Price: _____ Price: _____

Title9: _____ Title10: _____

Year: _____ Year: _____

Dimensions: _____ Dimensions: _____

Medium: _____ Medium: _____

Price: _____ Price: _____

I affirm and certify that all the information herein is complete, true, and correct to the best of my knowledge.

Signature: _____ Printed Name: _____

Date: _____