



Exhibit Agreement

This agreement is between the “venue” **Ferris Artist Mini Market** (“Ferris Coffee - Holland”) and the “artist” _____. Both may be referred to as “Parties”.

By signing this form, both venue and artist acknowledge that they have read this Exhibit Agreement in its entirety, understand the terms of this agreement, and knowingly, voluntarily, and willfully enter into this agreement without any duress or coercion of any kind.

Accordingly, the Parties agree as follows:

A. Artist Responsibilities

1. Artist shall deliver all of the artwork that Artist wishes to display at Ferris Artist Mini Market (57 E 8th St, Holland, MI 49423).
2. Artist shall arrange, pay for, and assume all risks associated with preparing the artwork for proper transport and display at the venue including, but not limited to, framing, packing, shipping, and delivery.
3. Artist shall deliver the artwork to Ferris Artist Mini Market location on a date which will be determined by venue, and shall leave the artwork on display through the end of the exhibition.
4. Artist shall remove the artwork from the venue after the end of the exhibition and is responsible for all costs to remove and transport of the artwork from the venue after the end of the exhibition.
5. Artist shall maintain adequate insurance to cover any damage that may occur to the artwork during its packaging, shipping to the venue, display at the venue, or removal from the venue.
6. Artists shall deliver the following to Ferris Artist Mini Market at least one (1) week before the exhibition opening:
 - i. A completed exhibition agreement (provided by venue) including the title, date, media, and value of the Artwork; and Artist’s statement.
7. Artist shall perform all necessary cleaning, maintenance, and restoration of the Artwork.
8. Artist shall remove the Artwork from Ferris Artist Mini Market on a date which will be determined by venue.

B. Venue Responsibilities

1. Ferris Coffee shall determine the exhibition opening and closing dates in its sole discretion.
2. Ferris Coffee shall exhibit the artwork in the venue between the opening and closing dates of the exhibition provided, however, Ferris Coffee may remove the artwork from display at any time in its sole discretion.
3. Ferris Coffee shall reimburse Artist for the fair market value, as determined in Ferris Coffee’s reasonable discretion, of any damage caused to the artwork by the negligence of any of Ferris Coffee’s employees while it is on display at the venue. Reimbursement under this paragraph shall not exceed the fair market value of the artwork.

4. Ferris Coffee reserves the right to promote the exhibition through various digital and print marketing outlets, including, but not limited to any and all social media platforms.
5. Ferris Coffee may reject any work that is not consistent with the work originally reviewed.

C. Grant of License

Artist hereby grants the venue a revocable, non-exclusive, non-transferable, royalty-free license to do the following:

1. Exhibit the artwork to the public in the venue;
2. Sell any of the artwork that Artist has instructed Ferris Coffee to sell. In such a case, Ferris Coffee may sell the artwork and accept payment of the purchase price. Ferris Coffee shall retain twenty percent (20%) of the purchase price as a commission, shall retain an amount equivalent to any charge backs or fees associated with a credit card purchase, and, upon completion of the outline exhibition time, shall send the balance to the artist.
3. The commission shall be due to Ferris Coffee whether the artwork is sold during or as a direct result of the exhibition of the sold artwork at the venue.
4. Photograph the artwork and file prints;
5. Reproduce the artwork in Ferris Coffee social media postings as a means of promoting the exhibition, however, that any such reproduction must be credited “courtesy of [Artist’s name]”;
6. Allow the public to photograph the artwork unless otherwise notified by Artist at least one week (1) before the exhibition begins.

D. Representations and Warranties

1. Artist represents and warrants that
 - i. Artist has full power and authority to enter into this Agreement and perform all of its obligations hereunder;
 - ii. The execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound;
 - iii. the Artwork is wholly original with Artist and will not infringe or violate the trademark, trade name, copyright, right of privacy or publicity, property rights or any other right of any third party; and
 - iv. The Artwork is appropriate for public viewing and is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, or violate any laws or otherwise contain content that Ferris Coffee in its sole discretion decides is inappropriate or objectionable.
 - v. No third party has any interest in Abandoned Artwork described in Section E.

E. Abandoned Works

Any artwork not removed from the venue as described in Section A(8) shall be deemed abandoned and the following may apply:

1. Artist expressly waives any and all rights related to the artwork under the Visual Artists Rights Act, 17 U.S.C. §106A, including the rights of attribution and integrity, and under the Copyright Act. Artist’s waiver includes, but is not limited to, those rights pertaining to sale, distortion, mutilation, destruction, relocation, and modification of the artwork.
2. Artist automatically transfers and assigns Artist’s full ownership of and all interest in the artwork to Ferris Coffee.
3. Ferris Coffee may exercise any right of ownership over the abandoned artwork, including, without limitation, selling, distorting, mutilating, destroying, relocating, keeping, altering, or storing the abandoned artwork.

F. Term and Termination

1. The term of this Agreement begins on the date this Agreement is agreed to by Artist and ends ten (10) days after the end of the exhibition of the artwork at the venue. Sections A(8), C(4)-(5), D, E, and G-M will survive the termination of this Agreement.
2. Ferris Coffee may terminate this Agreement at any time and for any reason.

G. Relationship of the Parties

The relationship between Ferris Coffee and Artist is not one of employer and employee, principal and agent, joint venture, or partnership. Artist acknowledges and agrees that Artist is responsible for paying all taxes related to the any money payable to Artist hereunder and that Ferris Coffee will not withhold any money for payments which Artist is required to make pursuant to any applicable law, governmental regulation, rule or order.

H. Modification

This agreement may only be modified or amended by a signed, written agreement between the Parties. Waiver of any provision of this Agreement shall not constitute a waiver of the right to later enforce that provision or any other provision of this Agreement.

Venue Representative: **Evan Groendyk**

Signature: _____ Date: _____

Artist Name:

Artist Signature: _____ Date: _____