



## Conditions and Release Agreement

Olympic Peninsula Art Association, hereinafter referred to as “OPAA,” is a nonprofit 501 (C) (3) organization which is providing space for display of original art, December 1, 2021 through January 31, 2022. This *Conditions and Release Agreement* applies to all art displayed in both the virtual & live museum exhibitions. No items(s) for exhibit will be accepted by OPAA unless this *Conditions and Agreement* form has been electronically signed on the *Online Entry Form* at: <https://form.jotform.com/212595947105158>

### Term of the Exhibit

The term of the Exhibit shall be from **December 1, 2021 through January 31, 2022 for OPAA Members in good standing.**

### Installation

OPAA will determine the appropriate virtual & physical displays for the art. Only artwork approved by OPAA will be accepted for presentation. All artwork must be original, not shown in an OPAA Members show, and have been created within the **past 3 years**. The piece(s), selected for the exhibit are listed on the *Online Entry Form*.

Artists are asked to provide a short written (with artist’s picture) *Artist Statement* to be included with the virtually displayed artwork.

**Only ONLINE ENTRIES will be accepted.**

**Deadline** for entries is **Saturday, November 13, 2021 before 10 pm**. Only digital applications will be accepted for the exhibition. Artist shall upload a jpg image of 300 dpi resolution suitable for electronic and printed display of each artwork entered. Unless the artist selects **virtual exhibit only** on the application form, the 1<sup>st</sup> artwork uploaded to the application will meet the maximum size requirement (no larger than (2-D) **20x24”** and (3-D) no larger than **15x15x18”**) to be shown in the live portion of this exhibition at the *Sequim Museum & Arts Center*. Artwork will be delivered to the museum (544 N Sequim Ave., Sequim, WA) on **November 29, 2021 at 1pm**.

### Budget & Sales

An entry fee of \$10 for the first entry, and \$5 for each additional entry (up to 3 total) will be paid at time of entry form submission. The artist’s name, artwork title, medium, size and price will be displayed for the public on the exhibition site. No artist contact information will be displayed.

Artwork will be sold for the price listed on the online entry form, which is set by the artist (shipping is not included). If the artwork sells during the exhibit, OPAA will receive 25% of the sale price as a donation. The sale price less the 25% donation amount will be sent to the artist by check from the *OPAA Treasurer*. The artist will provide the original artwork to the *OPAA Treasurer* on **January 30, 2022 at 10am** to be picked up by the buyer. The artwork will be marked as sold in the virtual and live museum exhibit at the time of purchase.

The cost of out-of-town delivery/shipping is **not included in the sales price**. The artist will be given the buyer’s information at time of a sale to make arrangements for delivery at the close of the exhibit. *\*If Covid Restrictions permit an in-person show, all in-town sales will be picked up at the Sequim Museum & Arts Center on January 30, 2022 between 10am-12pm. If Covid Restrictions block in-person gatherings, all sales will be treated as out-of-town sales, with delivery/shipping becoming the responsibility of the artist.*

*\*Any other pick-up arrangements other than described in the Call for Artist document must be made by way of the OPAA Treasurer.*

### **Website & Live Exhibition Security**

All artwork photos appearing on the exhibition website will have an “OPAA” watermark and the website will be locked so that artworks cannot be downloaded. No artist contact information will be displayed.

The artist understands while OPAA uses extreme care with all artwork, OPAA assumes no responsibility for damage, loss and/or theft of artwork. There will not be OPAA docents at the live museum show, only museum docents. The museum will be closed the weeks of **December 19, 2021 through January 18, 2022**. The artworks will be secure. However, if the artist does not wish for his/her artwork to remain in the museum while it is closed, he/she may opt to have artwork shown in the virtual show only by checking the box on the application form.

OPAA has purchased locking plexiglass cases to exhibit small 3D art. However, if the artist does not wish for his/her artwork to remain in the museum while it is closed, he/she may opt to have artwork shown in the virtual show only by checking the box on the application form.

### **Title and Copyright**

The artist warrants and represents that he/she has created the work of art and possesses unencumbered title and full copyright to each and all works of art exhibited under this agreement. This agreement does not transfer any right of title or copyright to OPAA.

### **Intellectual Property and Publicity Rights**

Copyright. Subject to usage rights and licenses granted to OPAA hereunder, Artist shall retain all 17 U.S.C. § 106 copyrights in all original works of authorship.

Publicity. Artist grants to OPAA to use and display the Art, and use such Art for any OPAA related purpose, including advertising, educational and promotional materials, brochures, flyers, electronic and multimedia publicity. OPAA shall have the right to use Artist’s name and biographical information in connection with the display of Art including all advertising and promotional materials regarding OPAA.

### **Artist/Exhibitor Responsibilities:**

1. Complete, upload images and electronically sign the online entry form by **November 13, 2021**.
2. Artwork is to remain on display for the duration of the exhibit period and be available for sale unless sold during the exhibit. The artwork may be marked as Not For Sale (NSF) at time of entry
3. Artist has read, understands, and agrees to the directions, guidelines, and requirements set forth in the *Call for Artists* document.

### **Indemnification**

I acknowledge that every effort will be made to protect my property.

I understand that OPAA does not insure or carry insurance for works exhibited in this show and agree to indemnify, defend and hold harmless OPAA and its volunteers from any and every claim for damage, loss or injury of any kind whatsoever while the artwork described above is on display, or while any of the materials in connection therewith are on the exhibit site. It is specifically understood and agreed that all costs and expenses in connection with the artworks are the responsibility of and will be borne entirely by the Artist.

### **Entire Agreement**

By entering the exhibit, the artist states he/she has read, understands, and agrees to all the directions, guidelines, and requirements set forth in the *Call for Artist’s* document, the online application, and this *Conditions & Release Agreement*. This contract sets forth the entire Agreement between the parties.

**Artist has checked the *Agreement* box on the application form as an electronic signature.**