

EXHIBITION CONTRACT
between
ST. MATTHEW'S CATHEDRAL ARTS
and

LENDER: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

BORROWER: St. Matthew's Cathedral Arts (SMCA)

ADDRESS: 5100 Ross Ave., Dallas, TX 75214

PHONE NUMBER: 214 823-8134

EMAIL: eluciani@sbcglobal.net

EXHIBITION TITLE: _____

EXHIBITION DATES FROM: _____ **TO:** _____

LOAN PERIOD FROM: _____ **TO:** _____

SALES AND PAYMENT

1. All sales from the gallery exhibit will be divided in the amount of 65% received by the Artist and 35% received by SMCA. This percentage split will be based on gross sales revenue. The Artist will be responsible for the calculation and payment of any applicable sales tax.
2. Squarespace fees used for credit card purchases will be split between the Artist at 65% and SMCA at 35%.
3. Payment to the Artist will be in the form of a single check in an amount equal to the percentage sum of all sales of Works featured in the Exhibition.

Payment to the Artist will be delivered within 30 days after the Exhibition has ended.

4. The exhibition artwork will be covered by St. Matthew's Cathedral insurance up to a value of \$50,000.
5. Artist must provide a completed W-9 Federal Income Tax Form at the time this agreement is completed and given to SMCA.

CARE, PRESERVATION AND LOAN

6. At its cost, SMCA will give to the Works borrowed, the same care as comparable property of its own; provided that, such care is in keeping with high quality gallery standards. Precautions will be taken to protect the Works from fire, theft, mishandling, dirt and insects while in SMCA's custody. It is understood by the Artist and SMCA that all tangible objects are subject to gradual deterioration for which neither party is responsible.
7. Evidence of damage while in the custody of SMCA will be reported immediately to the Artist.
8. The Artist will be requested to provide written authorization for any alteration, restoration, repair and transportation of exhibited Work. SMCA, for its own purposes, may examine the Work by all modern scientific methods.
9. SMCA retains the right to determine when, if, and how long a borrowed Work will be exhibited.
10. Due to the multi-purpose space where the Justus Sundermann Gallery is located, the center moveable panels may be repositioned during the artist's exhibition period. SMCA, as stated above, will give the same care as comparable property of its own; provided that, such care is in keeping with high quality gallery standards.

TRANSPORTATION AND PARKING

11. As agreed upon between SMCA and the Artist, all exhibited Work shall be packed and transported to and from the Justus Sundermann Gallery, at the artist's expense. The Artist shall also be responsible for the care, installation and take-down of the Works upon delivery to and removal from the Justus Sundermann Gallery.

REPRODUCITON AND CREDIT

12. SMCA may photograph or reproduce the exhibited Work for educational, catalogue, and publicity purposes only. It is understood that the general public may photograph the Work on exhibit. Unless otherwise instructed in writing, SMCA will give credit to the Artist on any publication. SMCA shall not use the copyright associated with the Work in any manner without prior consent of the Artist.

EXHIBITION DISPLAY

13. The Artist shall not transfer the Work during the term of the Exhibition.

RETURN OF LOANS

14. The loan shall terminate on the date specified in the beginning of this agreement.

COSTS

15. SMCA shall be responsible for all costs related to exhibition of the Work described herein. (Except those cost addressed in items #1,2 and 11 above.)

APPLICABLE LAW

16. This incoming loan agreement shall be construed in accordance with the laws of the State of Texas and is deemed to be entirely performable in Dallas County.

The Object List and Loan Agreement attached to this document must be signed and accepted by both parties for the contract to be valid.

We are delighted that you will be sharing your expertise with SMCA.

LOAN AGREEMENT

In accordance with the conditions of this Agreement, the Work is borrowed for the following purpose: loan to St. Matthew’s Cathedral Arts (SMCA) by

for exhibition and purposes only in connection exhibition described herein. (Seems like something is missing here relating to the phrase “purposes only in connection exhibition”

The loan of the Work to SMCA shall be for the period:

FROM: _____ **TO:** _____

The Artist and SMCA shall mutually agree upon a convenient delivery date prior to the start of the stated loan period. The Artist shall be responsible for the take-down and pick up of Work at the expiration of the Exhibition, which expires:

Credit: The Work shall be credited to: _____

Work: The Work to be loaned to St Matthew’s Cathedral Arts described in detail in the Object List attached hereto and incorporated for all purposes.

Signature: _____

Name: Evelyn Luciani

Title: Gallery Exhibition Committee Chair

Date:

AGREED TO AND ACCEPTED BY:

SIGNATURE: _____

NAME PRINTED: _____

DATE: _____