

Loan Agreement/Waiver of Liability/Not so Fine Print

(please read completely and mindfully and check the box at end for your approval)

I am at least 18 years of age.

Originality:

In consideration of the opportunity to display my work to the public, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, I, the undersigned artist, certify that the art that I am submitting is my original intellectual property, art and that I am the author and creator of such art. I acknowledge that The Gallery at Morning Star Lutheran Church (GMSLC) reserves the right to accept or deny any submission with or without cause.

Publicity:

I grant the Gallery at Morning Star permission to publish in all media, my name, artwork, photos of work, artist and location for use in promotion through print media, television, and the internet. I further allow the Gallery at Morning Star to release such information to other persons and entities. My name will be attributed to my pieces that are shown by the Gallery at Morning Star or other persons or entities.

Special Consideration:

(If under 18 years of age and/or special requests made prior to this agreement) I have made these facts and concerns known and understand that accommodations to privacy and safety are of the utmost priority to all participants and will be respected by the Gallery at Morning Star.

Responsibility:

I understand that the Gallery at Morning Star and its partner gallery sponsors do not assume responsibility for loss or damage to my artwork(s) or the loss or damage to frames or glass, no matter how sustained. Reasonable safety and electronic security precautions are in place to ensure added protection of my work. I also understand that the Gallery at Morning Star strongly recommends that I carry my own personal property insurance but it is not required.

All work must be dry and ready to display, properly framed and wired for hanging or secure ready for display.

I understand that the gallery director/curator has the final authority regarding acceptance of all work into an exhibition and its placement within the exhibition space of the Gallery at Morning Star. The director/curator will endeavor to inform all artists of final decisions regarding placement of accepted work but reserves the prerogative to make any last minute changes to the exhibition and placement of work to ensure maximum artistic impact. This may result in changes being made which may not be communicated to the artist prior to the opening of the show.

Works left over 30 days beyond the end date become the property of the Gallery at Morning Star.

Duration:

Artwork remains in the gallery until the end of the exhibit: I understand that if my artwork is accepted for exhibition that the work may not be removed from the exhibition until the pick up date described in the Call for Art. Unless communicated to and signed off by the gallery director/curator. It is my responsibility to notify the Gallery at Morning Star in writing or by email of a third-party pick-up of the artwork (note photo ID must be shown for release) at the conclusion of the exhibition unless otherwise approved by the gallery director/curator. Artwork accepted by the gallery team, if sold prior to the exhibit, must be placed in the show or a replacement piece may be considered if it meets the Call for Art, but may not be accepted.

I understand this is a not-for-profit gallery and there are no entry fees nor commissions taken from sales and also there may not be prices on all the pieces, tags or catalog. Any interest in the purchase of a piece(s) will be brought to the attention of the Gallery at Morning Star director/Curator and they will place the piece on reserve and relay this connection directly to the artist/sponsor*. I will notify the confirmation of sale (paid in full) and supply contact information to the gallery director/curator and to the purchaser/investor.

***Sales of Artwork:**

I am responsible for all sales transactions, shipping, if applicable, and the collection and filing of applicable sales tax. I acknowledge that I have read and understand all terms contained in the description for this Call for Art and the Artist Agreement, and agree to be bound by the terms and stated expectations.

I also understand a donation may be made to the Gallery at Morning Star from a portion of the sell of the piece, if I so choose, and/or a charity of my own choosing, but this is not required.

Waiver of Liability: The Gallery at Morning Star is located in the lobby/entrance of the Family Life Center on the campus of Morning Star Lutheran Church, in the humid southeastern part of the U.S.; on the planet earth, that is effected by global warming and albeit temperature regulated (humidity and temperature during off hours are subject to be cooler and/or hotter, so the gallery could be subjected to accidental and/or incidental damage, for which **we are not liable.**

Once I submit this form, I (the artist) and/or, my heirs, successors, and assigns, shall indemnify and hold the Gallery at Morning Star at and appointed officers, volunteers, employees, and congregants and guests harmless from any and all claims, costs and liabilities for any artwork damage, personal injury, death, or other property damage which is the result of handling and displaying the artwork at the Gallery at Morning Star. Our partners' employees or contractors are likewise held harmless from any and all claims from the artist, heirs, successors or assigns from any artwork damage, personal injury, death, or other property damage, and related costs and liabilities, which is the result of handling and displaying the artwork.

I authorize the Gallery at Morning Star to share my contact information (not including personal address unless noted as a business) with the public in the promotions, catalog and/or on the gallery tags/label itself and/or by business cards I will supply.

I have read and agree to the Artist's Agreement & Waiver of Liability

I have read the "**Important Dates**" in this Call for Art and understand that failure to abide by deadlines may disqualify me from the exhibition.

I have carefully read this agreement and fully understand its content. I have had a copy provided, received an email copy **or** have taken a photo of this agreement and I sign of my own free will.

I have reviewed and confirm my contact information AND submitted ALL information, bio, statement and photos as well as confirmed the presentation requirements. (hanging, framing, etc)