

Frederick County Senior Services Division	
Art Exhibit Agreement	
Artist's name:	Name of Artwork: #1
Address:	Medium:
City:	Size:
County:	Price:
State:	
Zip code:	Name of Artwork: #2
Home phone number:	Medium:
Cell phone number:	Size:
Email Address:	Price:

General Terms and Conditions

The Exhibitor/Artist identified above ("Artist") desires to display the artwork identified above (the "Artwork") in certain specified areas of the Frederick 50+ Adult Community Center, located at 1440 Taney Avenue, Frederick, MD ("50+ Community Center"). Frederick County, Maryland ("County"), acting through its Senior Services Division ("Division"), has agreed to permit the Artist to display the Artwork at the 50+ Community Center provided that the Artist agrees to the terms and conditions set forth in this agreement ("Agreement"). Accordingly, in consideration of the mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Artist and the County agree as follows:

1. **Display of Artwork.** The Artist agrees to deliver the Artwork for display to the 50+ Community Center's designated individual and location at a specified time and date to be determined prior to the opening of the show in accordance with the Call for Art. It is agreed that the anticipated display dates are subject to change by the 50+ Community Center in its sole and absolute discretion. The Artist shall be responsible for delivering the Artwork in "ready for hanging" condition, with the Artwork appropriately framed and fitted with wire or other hanging devices. The specific display location of the Artwork in the 50+ Community Center is also subject to the Division's sole and absolute discretion, and the Division reserves the right, in its absolute discretion, to refuse to display any Artwork it deems not fitting or compatible with the overall nature and environment of the 50+ Community Center.
2. **Exhibition Decisions.** The Frederick 50+ Adult Community Center strives to encourage education, celebrate creativity and culture, offer health and wellness activities, and inspire the community. Center staff and additional jurors, recruited at the discretion of staff, has the sole discretion regarding exhibition themes and selection of items for display. Exhibition decisions are made based on the quality and appropriateness of the art, space available and congruence to the stated theme of the exhibit. Exhibit must comply with all federal, state and local laws, including those pertaining to libel and copyright.
3. **Warranty of Ownership.** The Artist represents and warrants to the County that the Artwork is the original creation of the Artist, and it is not in violation of any copyright, trademark or other similar laws and regulations. The Artist shall indemnify and hold the County harmless from and against any claims, damages, expenses and related liabilities relating to the breach of such warranty.
4. **Right to Photograph, Publish.** The Artist acknowledges and agrees that the Artwork may from time to time be photographed for publicity or educational purposes and/or included in various publications of the County, and Artist does hereby grant the County the irrevocable right to use photographic and other media copies of the Artwork for such purposes without charge or fee.
5. **Post Display Procedures.** The Artist agrees to pick up the Artwork from the Frederick 50+ Adult Community Center by the established deadline and/or within 10 days of written notice from the Division. If the Artist fails to pick up the Artwork within 90 days after written notice from the Division, then such Artwork shall become the property of the Division, and the Division shall have the unilateral right to dispose of the Artwork in any manner it desires. The Artist may, upon 10 working days written notice, request that the Artwork be removed from the display and returned to the Artist. Upon receipt of such written notice, the Division agrees to promptly remove the Artwork from its display, and

notify the Artist that the Artwork may be picked up.

6. Nature of Relationship. It is understood that the Division has agreed to display the Artwork at the request of the Artist and for the Artist's convenience. The Artist understands and agrees that the acceptance of the Artwork and its display under the terms of this Agreement, and the relationship created hereunder shall not be deemed to create a bailment or other similar relationship and/or no deposit of goods for safekeeping shall be intended or created hereunder. The Artwork shall at all times remain the property of the Artist, and nothing in this Agreement shall be deemed to transfer or assign any rights in the Artwork to the Division.

7. Limitation of Liability. It is acknowledged and agreed that the Artwork shall be accepted by the Division and otherwise stored and displayed by the Division in accordance with the terms of this Agreement at the sole risk and loss of the Artist. The County has not and will not assume any liability or responsibility for the Artwork, and such Artwork shall not be insured under any policies of insurance that the County may have in place. The County shall not be responsible for any loss, damage or destruction to the Artwork, regardless of how caused, including without limitation, any loss, damage, or destruction caused by theft, fire, lightning, explosion, vandalism, riots, wear and tear, gradual deterioration, and/or for any other reason whatsoever. The Artist does hereby indemnify and hold the County harmless from and against any claims, damages, costs, expenses, and other amounts, including reasonable attorney fees, incurred by the County as result of the Artist's breach of this Agreement.

8. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of Maryland. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes any previous understandings or agreements, whether written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

ARTIST:

FREDERICK COUNTY SENIOR SERVICES DIVISION:

BY: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

-----Cut and affix to back of painting-----

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Art Exhibit Label	
Artist's name:	Name of Artwork:
Home Phone#	Medium:
Cell #:	Size:
County:	Price: