

NEW ENGLAND BOOK ARTISTS EXHIBITION AGREEMENT

The mission of New England Book Artists Corporation (NEBA) is to educate, serve, enrich, and to encourage appreciation and understanding of visual/text art through direct engagement with book arts and book arts related works and materials. As part of its mission and activities, NEBA provides its members and the broader community with opportunities to view, reflect upon, research, and interpret the creative works of its members and other artists through physical, online, performance-based and other exhibitions.

Artwork Loan Agreement

I, the undersigned, on behalf of the Artist(s) and Lender/Owner (hereinafter, collectively "the Artist"), understand and agree that NEBA is allowing the Artist to display items on loan for the purpose of NEBA exhibitions subject to the following conditions:

- All work must be dry and ready to display, and properly framed and wired for hanging or otherwise readied for display. Questions and exhibition issues related to threedimensional, performance, or other media presentation should be resolved with the NEBA Exhibition Committee prior to delivery of the artwork. Work that is not properly prepared for display may be excluded from the exhibit by NEBA or the Curator.
- 2. The Artist represents that the submitted work is his/her/their Original Work and that he/she/them is the sole legal owner of all rights, and titles in the work at the time of submission unless NEBA is notified and approves the submission of work owned by another.
- 3. The Artist shall leave the work hanging or otherwise displayed for the complete duration of the exhibit unless written permission is received from the Curator to remove the work before the exhibit closes.
- 4. Release of Liability: NEBA carries no insurance for loss or damage to artwork in the exhibit, nor assumes liability for the same. The Artist should provide his/her/their own adequate insurance coverage, but is not required to do so. NEBA shall not be liable for any injury to the Artist, or the Artist's personnel, agents, insurers, or employees, for any damage or loss of the Artist's work, equipment or other personal property arising out of exhibitions/displays described in this agreement, the mounting and/or any other activities involved in the preparation and/or presentation of the exhibitions/displays. The Artist agrees to assume all risk of damage to, or loss of, his/her/their own art from

whatever cause. The Artist further agrees to save, release, and hold harmless NEBA its officers, directors, employees, members, volunteers and agents from any and all injuries, liabilities and damages to art work and/or persons as a result of any part of the Artist's participation in a NEBA exhibition.

- 5. The Artist grants permission for NEBA to use and reproduce his/her/their name, information describing his/her/their work, and representations of his/her/their work, including any information he/she/they have provided for the purpose of display, promotion, and publicity prior to, during, or after the exhibition.
- 6. The Artist agrees to display, pack, transport, and provide for the return of their artwork at their own risk and expense. If the Artist is not available on-site to display, re-pack, or re-transport their work, he/she/they shall give NEBA permission to do so on their behalf at the Artist's own risk and expense.
- 7. The Artist agrees to allow NEBA to photograph, take videos of, or otherwise describe or depict the work submitted by the Artist for the Exhibition in print, on television, and on the web, including social media, to promote his/her/their work.
- 8. The Artist understands that NEBA Members may be serving as sole or co-judges, curators, organizers, or sponsor of NEBA exhibitions (herein known as "the Curator"). The Artist understands and agrees that the Curator shall have the final authority regarding acceptance of all work into an exhibit. The Artist further understands and agrees that the Curator has the final authority to determine the placement of artwork within the exhibit space in NEBA exhibits and related activities. The Curator will endeavor to inform the Artist of final decisions regarding placement of accepted work, but the Curator reserves the right to make last minute changes as appropriate and in the sole discretion of the Curator. These changes may not necessarily be communicated to the Artist prior to the opening of the show.
- 9. The Artist thereby further agrees that waiver of any provision in this agreement by NEBA or the Curator shall not be construed as a waiver of any other provision of this Exhibition Agreement. This Exhibition Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

I have read the foregoing agreement and agree to the terms and conditions of this Exhibition Agreement.

Name of Exhibition: _____

Artist(s)/ Lender(s) Owner(s) (List separately if more than one):

Title(s) of Artist's Work(s) Accepted: _____

Artist Signature:

Date: _____