

Gallery SHS

Terms and Conditions of Exhibiting at Gallery SHS

Unless expressly excepted in writing, all works of art submitted by an Artist for exhibition or exhibited at Gallery SHS are subject to the following Terms and Conditions:

1. The Artist is submitting artwork (herein referred to as "Artwork") to the SHS for display in the SHS, at no charge to the SHS, for a period of time to be determined by the SHS. The Artist warrants that he/she is either the owner of the Artwork or has full authority of the owner to act as agent in submitting the Artwork to the SHS and to agree to these Terms and Conditions.
2. Unless otherwise agreed in advance, all Artwork displayed must be for sale. Upon receipt by Artist of payment for Artwork sold as a result of its exhibition at Gallery SHS, SHS requests that the Artist promptly make a donation to the SHS in an amount equal to 30% of the sale price of each Artwork sold. The Artist will be responsible for any sales tax that may be payable on the sale of the Artwork and agrees to hold the SHS harmless against any claims or liabilities with respect to non-payment by Artist of the same.
3. The Artist will be responsible for packing, unpacking and transporting the submitted Artwork to and from the SHS. All two-dimensional work must be securely wired (no saw-tooth), properly framed and ready to hang. Sculpture must be assembled and, if over 12" tall, with its own secure, stable base. The Artist understands and agrees that the SHS shall decide, at its sole discretion, where and by what hardware the Artwork shall be hung or otherwise displayed.
4. The Artist shall promptly remove the Artwork from the SHS premises at the times set forth therefor by SHS and neither the SHS nor its officers, trustees, agents, or employees will be liable for Artwork not retrieved during such times or as specified by the SHS Executive Director. Artists are reminded to bring the "Artist's Receipt" portion of their Entry Form(s) when picking up artwork. As a precaution, any Artist unable to pick up his or her artwork in person will be asked to submit a signed direction letter to the Sharon Historical Society & Museum authorizing release of artwork to another person and instructing SHS where to send any proceeds of sales of the Artist's work. Any person so authorized, and any Artist not in possession of his or her Artist's Receipt, may be asked to show a photo ID.

5. Unless otherwise indicated, the Artist is encouraged, but not required, to submit to the SHS a jpg image of the Artwork. The Artist understands that the Artwork may be photographed by SHS. The Artist hereby grants the SHS a limited non-exclusive right without charge to use images of the Artwork (whether provided by the Artist or created by or for SHS) for promotional or marketing purposes in any media in connection with the exhibition or the SHS. Whenever practicable, the SHS will credit the Artist as creator of the Artwork. The Artist further understands that the SHS cannot control the taking of photographs of the Artwork by visitors to its exhibits or the use made by any such person of any such photographs.
6. The Artist warrants that the Artwork submitted by Artist is an original work of art created by the Artist and does not violate the copyright, trademark, right of publicity, or any other intellectual property rights of any other person or entity. Without special arrangement, no copies, reproductions or giclee prints will be accepted.
7. The Artist understands that (i) the Artwork is submitted to the SHS and exhibited at the Artist's own risk and that neither the SHS nor any of its staff, volunteers, officers, trustees or agents, shall be responsible for theft, vandalism, fire, flood or any other damages or losses by whatever means to the Artwork while in the possession of SHS; (ii) while the SHS will endeavor to take due care of any Artwork in its possession, the SHS makes no representations or warranties regarding the level of security in the SHS building or premises; and (iii) the SHS does not insure the Artwork and thus the SHS encourages the Artist or owner of the Artwork or the owner's agent to obtain insurance for the Artwork or to obtain a rider on any existing policy for the duration of the SHS's possession by of the Artwork.
8. The Artist hereby assumes all responsibility for loss or damage to the Artwork and the Artist waives and releases the SHS, its officers, trustees, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the Artwork that may result from theft, vandalism, fire, flood or from any other cause of any kind, and any negligent acts or omissions of the SHS, or its officers, trustees, agents, employees and guests, while the Artwork is in the possession of the SHS. The Artist waives all "moral rights" to the Artwork that may arise under state or federal law.
9. The SHS reserves the right not to accept for exhibition, or to remove from exhibition, any Artwork which in the sole discretion of the SHS Executive Director is defamatory, offensive or is otherwise deemed to be in conflict with the mission of the SHS or The Gallery SHS or may bring the SHS into disrepute.
10. The SHS reserves the right to change or modify these Terms and Conditions at any time.