



The Charles Taylor Visual Arts Center
Hampton Arts • City of Hampton

Artist Loan &
Consignment Agreement

The Charles Taylor Visual Arts Center
4205 Victoria Boulevard
Hampton, Virginia 23669

(757)727-1490
ctvisualarts@hampton.gov
HamptonArts.net

Exhibition: Hampton Arts League Member Exhibition 2023

Exhibition Dates: February 4 - April 1, 2023

Delivery Dates: Monday, January 9 through Saturday, January 14, 10:30am-5:30pm (Mon-Sat)

Pick Up Dates: Monday, April 3rd - Wednesday, April 5th, 10:30am-5:30pm

Deadline for Submissions: Tuesday, January 3rd at 11:59pm

Member Artists' Reception: Saturday, February 11, 3:00pm - 5:00pm

Artist Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: Cell: _____ Home: _____ Email: _____

Check all that apply: ___ I agree to loan my art for display at CHTVAC ___ I agree to sell my art through the city at CHTVAC

Condition of work(s): _____

Table with 6 columns: Artwork Title, Medium, Size (framed), Sale Price, Gallery (30%) Commission, Artist (70%) Commission. Row 1 contains the number '1.' in the Artwork Title column.

A 30% commission of artwork sales goes to the Charles H. Taylor Visual Arts Center.

The City shall collect the required sales tax, which shall be 6% of the Sale Price.

PERMISSION GRANTED FOR ABOVE LOAN IN ACCORD WITH CONDITIONS STATED ON PAGE 2.

Artist Signature _____ Date _____

Artworks received by _____ Date _____

(CHTVAC/City Signature)

Artworks Returned to Artist _____ Date _____

(Artist/Lender Signature)

General Terms and Conditions

This Agreement shall be deemed to be a Virginia contract and shall be governed exclusively by the laws of the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, or the United States District Court for the Eastern District of Virginia, Newport News Division, if applicable.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof; it may not be changed or amended except in writing signed by the parties. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.

Transportation of Art is the responsibility of the Artist unless other arrangements are agreed to by the parties in writing. Unless otherwise noted, all works are in good condition. CHTVAC shall be open in accordance with its schedule published at www.HamptonArts.net. Artist shall have access to The Charles H. Taylor Visual Arts Center ("CHTVAC") with prior consent, for preparation and storage of pieces, if required, one week before the opening and shall have 7 business days after the exhibition closes to remove the Works from CHTVAC. Decisions as to disposition of the Works not removed by that time will be made solely by the City at no cost to the City. Risk of loss, costs for storage, maintenance, additional insurance, and any legal costs shall be the sole responsibility of the Artist and shall be chargeable to Artist should the City be required to act on Artist's behalf.

The Artist hereby warrants that the Artist possesses sole unencumbered title to the Works, that the Works are original and do not infringe upon the work, license, copyright, or any other right of any other person, that the Works are free of all liens, and that their descriptions are true and accurate. This warranty will survive termination of this Agreement and the Artist agrees to indemnify and hold harmless CHTVAC and the City of Hampton against any claim or cost resulting from a breach of this warranty. Furthermore, the Artist warrants to CHTVAC and the City of Hampton that the Artist shall not, during the term of this Agreement, grant any lien or security interest in the Work to any other person or entity or encumber the Work in any manner, or permit or allow such lien, security interest, or encumbrance to remain against the Work.

Conditions Governing Loans to The Charles H. Taylor Visual Arts Center

Objects loaned to the City to be displayed at CHTVAC for exhibition shall remain in its possession for the time specified on the face of this receipt. Loans will be returned only to the owner or lender or to his or her duly authorized agent or representative.

Under terms of this agreement, the City will exercise the same care in respect to all loans as it does in the safekeeping of its property.

Artworks loaned to the City for display at CHTVAC will be insured by the City of Hampton in an amount up to and not exceeding \$2,000.00. Artists are responsible for providing their own insurance for any amount of valuation over \$2,000. By submitting artworks to the exhibition, artist acknowledges that the City of Hampton, Charles H. Taylor Visual Arts Center, Hampton Coliseum/Hampton Arts Commission and Hampton Arts Foundation liability is limited to \$2,000.00. All objects loaned for exhibition will be insured under the City's fine arts policy for CHTVAC. This policy excludes loss or damage cause by atomic radiation, war, invasion, hostilities, rebellion, insurrection, confiscation by government or public authority, risks or contraband or illegal transportation and/or trade, wear and tear, gradual deterioration, moths, vermin, inherent vice, or damage sustained due to and resulting from any repairing, restoration or retouching process.

Unless the City is notified in writing to the contrary, it is understood that images of the objects loaned to it may be photographed and reproduced in the Art Center's publication and for publicity purposes connected with the exhibition, and that images of the loan may be made for educational use while the display is on view in Virginia.

The aforesaid conditions shall apply to all objects loaned to the City and cannot be altered, changed, waived, or otherwise affected except by written consent of the City.

Conditions Governing Art Consignment at The Charles H. Taylor Visual Arts Center

The Artist hereby appoints the City, and City hereby accepts such appointment, to serve as the sole and exclusive agent and representative of the Artist with respect to Works created by the Artist, itemized on page one and identified for consignment on page 1 of this Agreement, for the purpose of exhibition and sale at CHTVAC. The City shall not permit the Works to be used for any other purposes without the written consent of the Artist. This Agreement applies only to works listed and identified to be consigned on page 1 of this Agreement and does not make the City a general agent for any other works.

The parties agree that the City, as agent for the Artist, has a fiduciary relationship to the Artist and owes a duty to the Artist to deal fairly and honestly, to care prudently for, and to manage the business affairs for the Artist on sales and commissions, including a good faith effort to promote and sell the Works with clear identification of the Artist's name on all Works, and to account periodically and disclose promptly all information relevant to the City's representation of the Artist. The City shall give notice, by means of a clear and conspicuous sign in full public view at the point of sale or other appropriate location that certain works of art in CHTVAC's Gallery are being sold subject to a contract of consignment. Title to each of the Works consigned at CHTVAC shall remain in the Artist until the Artist has been paid the full amount owing from the sale of the Work, on which title will pass directly to the purchaser of the Work. All proceeds from the sale of any of the Works, less commissions due to the City hereunder, shall be held by the City in trust for Artist. The City shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of the City.