

Art Studio of the Center for the Arts
P.O. Box 1819, Crested Butte, Colorado 81224

ASCA Gallery Contract

THIS AGREEMENT made and entered into this _____ DATE HERE _____ by and between **CENTER FOR THE ARTS (CFTA)**, a non-profit corporation, and _____ (**Licensee**) is upon the following terms and conditions.

Licensee requires the use of the gallery facility known as the ASCA, which located at 111 Elk Avenue in Crested Butte for the following purpose: **Art Exhibition.** _____

Now, therefore, in consideration of the covenants and agreements set forth herein the Licensee shall have the right to use the ASCA solely for the purpose set forth above, and upon the following terms and conditions:

1. **Dates and hours.** ASCA is open during business hours, which change seasonally. The days of the week that we are open are discussed at the start of **Licensee's** contract.
2. **Licensee** will pay **CFTA a \$40** booking fee at the time of signing agreement to hold and pay for the Art Studio Gallery for the dates listed below. Should the **Licensee** cancel the show after signing this agreement and submitting the booking deposit, said deposit shall be forfeited by the **Licensee** to **CFTA**.
3. The dates agreed upon for this use are as follows:
In: _____
Out: _____
Artists Reception during ArtWalk(s) on the following date(s): _____
4. **Licensee** agrees to be present for each ArtWalk.
5. **Licensee** shall be responsible for providing food and water or any other non-alcoholic beverages to be served on Artwalk evening. **CFTA** will provide wine and cups. If Licensee desires additional alcohol to be served at ArtWalk, Licensee must purchase alcoholic beverages from **CFTA**, use a **CFTA** bartender, and adhere to Colorado liquor laws.
6. **Licensee** is responsible for clean up after ArtWalk.
7. **Licensee** shall sign agreement to hold the ASCA space for the above dates. Should the **Licensee** cancel the show after signing this agreement, the \$40 booking deposit shall be forfeited by the **Licensee** to **CFTA**.
8. **Licensee** will hang and/or set up both the show and each ArtWalk.
9. **Licensee** shall remove all of its property from the Gallery and shall clean the Gallery to the same condition as at the start of the Licensee's use, including the removal of all hangers and the repair and painting of walls.
10. **Licensee** shall pay 30% of gross sales for the use of the ASCA space, plus **9.4%** sales tax on all sales. **CFTA** agrees to handle payment of sales tax to the state. It is understood that **CFTA** may have personnel available during regular business hours to collect checks or cash for sales of **Licensee's** work, but will not be held responsible for any perceived loss of such sales.
11. **Licensee** shall **read and sign** the **Marketing Outline (attached)**, and understand what will be provided by The Center for the Arts in terms of marketing, and also what Licensee agrees NOT to do in terms of marketing. _____ INITIAL HERE
12. **CFTA** shall pay licensee for artwork sold (at 70% of sale price) no more than 31 days after show ends. Checks are cut at the start of each month and sent to the address provided below.
13. **Licensee** shall be exclusively responsible for loss, theft, damage, or destruction of any and all artwork and other property exhibited or stored in the gallery or elsewhere on **CFTA** or ASCA premises.

14. **Licensee**, for itself, its representatives, successors and assigns hereby undertakes to indemnify and hold harmless CFTA, its officers, directors, employees, representatives, successors and assigns, from any and all cost, expense, claim, or damage of any kind, including reasonable attorney's fees, arising from or relating to Licensee's use of the ASCA of CFTA.
15. **Attorney's Fees.** It is agreed that if any action is brought in a court of law by any party to this agreement as to the enforcement or interpretation or construction of the agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.
16. **Binding Agreement.** It is understood and agreed that this agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto. All of Licensee's obligations herein shall be joint and several.
17. **Entire Agreement.** This agreement contains the entire agreement between the parties and no modification shall be binding unless signed by the party to be charged.
18. **Jurisdiction.** This agreement is made and entered into for the use of a facility in Gunnison County, Colorado. Colorado law shall apply.
19. **Additional Provisions:**

The signatures below acknowledge that the representatives of the above mentioned parties have read, understood and agree to all terms of the agreement.

Melissa Mason
Visual Arts Director

Date: _____

Art Studio of the Center for the Arts
 111 Elk Avenue
 P.O. Box 1819
 Crested Butte, CO 81224
 (970) 349-7044

Licensee Representative

Date: _____

Address: _____

 Phone: _____