



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

Piper 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 Piper Gallery, which is housed in the facility known as Center for the Arts for the following purpose: _____

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

1. **Dates and hours.** The Piper Gallery is open during business hours, Monday through Friday 9:00 – 5:00 p.m. (except for major holidays) and during performances for ticket holders.
2. The dates agreed upon for this use are as follows:
In: _____
Out: _____
Artists' Reception: _____
3. **Licensee** will pay **CFTA** a **\$75** booking fee at the time of signing agreement to hold and pay for the Piper Gallery for the above dates. Should the **Licensee** cancel the show after submitting the booking deposit, said deposit shall be forfeited by the **Licensee** to **CFTA**.
4. **Licensee** will check-in with the designated Center for the Arts employee at the gallery the day of hanging his/her show before beginning the hanging process. **Licensee** will also check-out of the gallery with the designated Center for the Arts employee after the show has been taken down. These dates/times will be set via email in advance of set up and take down dates.
5. **Licensee** must sign the **Piper Gallery Information and Hanging Instructions** sheet prior to set up of the show. _____ **INITIAL HERE**
6. **Licensee** shall **read and sign** the **Marketing Outline**, 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.
7. **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 of walls (meaning you are responsible to patch and paint holes. We have a kit onsite to do this). _____ **INITIAL HERE**
8. **Licensee** agrees that once the show is hung, no piece shall not be taken down, without approval from the Visual Arts Director, until the show end date.
9. **Licensee** agrees and understands that all pedestals must stay within the gallery during the show and reception. _____ **INITIAL HERE**
10. **CFTA** shall collect **25%** of each sale in gallery fees, and artist shall be paid the remaining **75%**. **CFTA** will collect **9.4%** sales tax on all sales and remit to the state on behalf of the artist.
11. During **Licensee's** show, all sales transactions **MUST** be completed through **CFTA**, and all payments for artwork must be remitted to **CFTA**. _____ **INITIAL HERE**
12. **Licensee** agrees that any sales generated from the show are subject to the 25% gallery fee (an online purchase of a piece not hung in the gallery, a print requested after seeing a piece in the gallery, etc.)
13. 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.

14. **Licensee** will be emailed an invoice within **45 days** of the completion of his/her show. This invoice will outline the total sales of artwork over the course of the show, LESS any opening reception costs (bartender, alcohol, gratuities (see item #14), etc.). If the balance is positive, a check will be mailed to the address provided by **Licensee**. If the balance is negative, **Licensee** is required to submit payment to **CFTA** within 30 days of the receipt of the invoice to avoid late charges. **_____ INITIAL HERE**
15. **Reception costs are NOT included in Licensee's \$75 fee. Food, beverages, plates, glasses, silverware, napkins, tablecloths, etc. are the financial responsibility of Licensee.** In addition, **Licensee** shall be financially responsible to **CFTA** for all alcoholic refreshments to be served at artist reception. If alcohol is served, **Licensee must purchase alcoholic beverages directly from CFTA**, pay to have a **CFTA-Trained Bartender** serve alcohol, and adhere to Colorado liquor laws. These costs will be reflected in **Licensee's** invoice (see item #10 above). In addition, if **Licensee** is found to have brought outside alcohol into the reception (anything NOT purchased through CFTA), **Licensee** will be **fined \$100.00** for non-adherence to this agreement. **_____ INITIAL HERE**
16. If alcohol is served, and therefore a CFTA-trained bartender is serving at the reception, a 20% gratuity will be automatically added to **Licensee's** bill.
17. **Licensee** is responsible for clean up after reception, leaving the space as it was found. **_____ INITIAL HERE**
18. In the event of loss, theft, damage, or destruction of any artwork or other property exhibited or stored in the gallery or elsewhere on **CFTA** premises, **CFTA's** insurance may cover a portion of the loss. **Licensee** shall be responsible for the remaining portion.
19. **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 **CFTA**.
20. **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.
21. **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.
22. **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.
23. **Jurisdiction.** This agreement is made and entered into for the use of a facility in Gunnison County, Colorado. Colorado law shall apply.
24. **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.

Visual Arts Director

Date: _____
 Center for the Arts
 606 6th Street
 P.O. Box 1819
 Crested Butte, CO 81224
 (970) 349-7044 (ASCA Line)

Licensee Representative

Date: _____
 Address: _____

 Phone: _____