



Red Brick Center for the Arts
110 East Hallam Street, Suite 118
Aspen, CO 81611
970-429-2777

Exhibition Agreement

This **EXHIBITION AGREEMENT** is by and between the **Red Brick Center for the Arts (hereinafter referred to as RBCA)** and the **“Artist”**, as signed below. All information is required.

Artist Name: _____

Signature: _____ Phone: _____

Mailing address: _____ City: _____

Email: _____

Please acknowledge your understanding and acceptance of the Exhibition Agreement and requirements by legibly filling out information and signing above. This application must be completed, signed, and returned to RBCA at the address above. By having your work installed at RBCA you agree to the terms of this agreement.

TERMS

- a. Any modification of this Exhibition Agreement must be in writing, agreed to and signed by the Artist and RBCA.
- b. This Exhibition Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado. Venue for any action at law or equity shall be in Pitkin County, Colorado.
- c. Any gender references to “he”, “she” or “they” herein shall be deemed to be a reference to “he”, “she”, and “they” as the text so implies.

EXHIBITION REQUIREMENTS

Artworks: Artworks exhibited must not demonstrate eroticism or extreme violence and must be suitable for all viewers. In addition, the artworks shown in the exhibition may not differ in style and



subject matter than was presented in the Artist's original application to RBCA or otherwise deviate from the theme of the exhibition for which the Artist was accepted. If there are any questions concerning the suitability of the artworks please contact the Executive Director. RBCA reserves the right to reject any artworks for display in the exhibition.

ARTWORK SALES

A 40% commission is charged on all sales. RBCA will process all sales for artworks installed in the gallery. All sales must include 9.3% tax added to the cost of the artwork(s). RBCA will remit the taxes to the State and City and will pay out the 60% earnings to the Artist by 30 days following the exhibition's end. For any Artist whose artwork sold, they must submit a signed W9 form to RBCA. RBCA will not issue payment to the Artist until they have received a signed W9 form.

DAMAGE RESPONSIBILITIES

The Artist shall be financially responsible for any damage to the gallery caused by the Artist. RBCA shall notify the Artist in writing of the costs of such damage.

GALLERY INDEMNIFICATION

The Artist acknowledges and agrees that RBCA is a public building, and that free access is provided during open hours. Due to COVID restrictions and public health orders, gallery hours and public access may change without notice.

The Artist acknowledges and agrees that RBCA is not patrolled nor monitored by a security system. The Artist assumes all risk associated with exhibiting his artwork in RBCA. The Artist acknowledges and agrees that RBCA, its members, employees, and City of Aspen shall not be responsible for providing security for the artwork on display in RBCA.

The Artist indemnifies and holds harmless RBCA, its members, employees and City of Aspen from and against all loss, claims, damages, liability, demands and lawsuits arising out of the exhibition of his/her artwork in RBCA by the Artist and his/her guests or visitors.

If RBCA its members, employees or City of Aspen are made parties in a lawsuit, arbitration proceedings or mediation involving the exhibition of his/her artwork or his/her use of RBCA, or RBCA's use by his/her visitors or guests. The Artist shall be responsible for all costs incurred, including attorney fees, by RBCA, or its members, employees or City of Aspen in such lawsuit, arbitration proceedings, or mediation.

ARTWORK DISPLAY

All artwork must be displayed in a professional manner. Paper art, including photography, must be matted with glass or Plexiglas or be displayed in another contemporary method. If an artist would like to display paper works in a non-traditional way, the method must be discussed and approved by the Gallery Manager and/or Executive Director. Canvas and mason board artworks must be framed or have edges finished in a professional manner. All artworks that will be installed on the walls must have a hanging wire, d-rings or cleat to use for hanging on screws. Sculpture and unique works must be displayed on pedestals or hung in a safe manner. Artworks requiring installation needs other than hanging on a screw in the wall or placed on a pedestal must be approved prior to the exhibition with Executive Director. Artworks not meeting these requirements will not be allowed in the exhibit at the



discretion of the Executive Director. Unfinished or artwork that has not completely dried WILL NOT be permitted during installation.

ARTWORK INSTALLATION

Artwork should be delivered to the gallery on the installation date scheduled. Artist is responsible for all costs associated with the delivery of artworks. Artworks brought to the installation day may not be exhibited depending on space and constraints. The Gallery Manager and/or Executive Director will select pieces to be shown based on the nature of the exhibit. Placement of oversized art will be reviewed by the Gallery Manager and/or Executive Director. The Gallery Manager and/or Executive Director will curate artworks during installation to avoid overcrowding, to verify compliance with requirements for framing, hanging, etc. We strive for professional quality shows and to have your artwork presented in the best possible manner. The Gallery Manager and/or Executive Director reserves the right to refuse, replace and reposition the work presented.

RBCA hires a professional art installer to install artworks onto the walls. If artworks need special installation requirements, Artist is responsible to work with the installer.

ARTWORK DEINSTALLATION

On the de-installation date scheduled, the Artist must remove unsold artworks from RBCA by 4pm. Artist is responsible for removing artworks from the wall and pedestals and for packing artworks as they prefer. RBCA does not pack artworks and does not provide packing materials. Artist is responsible for all costs associated with return delivery of artworks. RBCA assumes no responsibility for any artwork(s) left more than 10 days, and any artwork(s) left more than 20 days will be discarded.

