

## ARTIST CONTRACT

The City of Watertown permits the display and sale of artwork at the Senior & Community Center, herein referred to as “the Center,” to provide additional activity for the residents and visitors, beautify our building, furnish an opportunity for artists to exhibit their work, and to generate fundraising revenue for programs and entertainment of Center guests.

### TERMS

1. All financial arrangements on artwork for sale will be agreed upon with the artist before an exhibit is hung.
2. Anyone purchasing artwork will pay the City of Watertown the posted price. Sales tax will be included in the posted price, so work should be priced accordingly.
3. A commission of 50% of total sales will be retained by the City of Watertown and 50% paid to the artist within 30 days after the sale of the artwork.
4. Information listing title, medium, and price is required for each piece of artwork, with a card to be supplied by the Center. Work must be framed and ready for hanging.
5. All artwork, once hung, is consigned to the exhibit for the contracted period of time, not to exceed one year, and may not be removed during that period unless sold. If artwork is not sold within one year, it will be available for the artist to retrieve, or donated within 30 days.
6. The Center will maintain and safeguard any displayed artwork as if it were its own. However, the City does not assume responsibility for loss of, or damage to, any artwork displayed. The artist shall release all rights, title and interest of the artwork and related materials to the City of Watertown at the time an exhibit is hung.
7. The Center requires the right to review materials used in the exhibit and the Center holds the right to refuse or remove any material it chooses, based on our own discretion, as it concerns our building and visitors. Artwork should be an appropriate size, weight, and media for hanging on the provided infrastructure.
8. The artist certifies the artwork is their own original work and represents they are the sole owner of the artwork, owns all intellectual property rights and copyright, and all rights of any kind in and to the artwork, that no one other than the artist, including the original creator(s) of the artwork, has any rights in the artwork, and that the artist has full power and ability to transfer all ownership and rights in the artwork to the City pursuant to the terms of this agreement. The artist agrees that, once all ownership in the artwork is transferred to the City pursuant to the terms of this agreement, the artist will defend, indemnify, and hold the City harmless from any claim by any third person premised on a claim that the third person has any interest or right of any kind in the artwork.

9. I have read and approved the guidelines set forth by the Center and have agreed to exhibit my artwork from \_\_\_\_\_ through \_\_\_\_\_ with the costs set below:

| Description | Price |
|-------------|-------|
| 1. _____    | _____ |
| 2. _____    | _____ |
| 3. _____    | _____ |
| 4. _____    | _____ |
| 5. _____    | _____ |
| 6. _____    | _____ |
| 7. _____    | _____ |
| 8. _____    | _____ |
| 9. _____    | _____ |
| 10. _____   | _____ |

**Artist**

Signed \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**City of Watertown Representative**

Signed \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email