



IMAGINE 2010

A CHARITY ART AUCTION

Artist's Contract

Imagine is pleased to begin a business relationship with you. Please return the signed, completed contract to The Cage at Harrington College of Design, 200 W. Madison St, 5th Floor, Chicago, IL 60606, with Attn: Imagine.

Please read the following information and fill in the blanks.

This is a contract between : _____(your name) of _____(your address) and Imagine. This contract offers an overview of the working relationship between Imagine and our Artists. Amendments may be issued at any time. Artists will receive addendums for signature in the event of any Amendments.

As references are made to the parties here within this contract, let it be said:

- A.** The Artist/Owner refers to consignee _____
- B.** Imagine refers to the event organizers Lindsay Fulton and Allan Nacapuy.
- C.** The term Event refers to the one night Imagine show on October 15th 2010.
- D.** The terms: item, product, painting, prints, sculpture, and crafts refer to merchandise being auctioned at the Imagine event.
- E.** Customer refers to the Art Buyer.

Responsibility of the Artist:

It is the responsibility of the artist:

- A.** To supply all necessary items as requested by Imagine, in a prompt fashion (i.e. Artist Statement, Bios, Photos, and any related and necessary items).
- B.** To transport Artwork to Harrington in a timely manner

*Note: For work to be displayed on the wall or window, Imagine requires the product to be presented in a frame of some type. For items that need to be photographed, the frame, or props should accompany as a separate item.

Duration of this Agreement:

Six months from the date of signing or until both parties have completed their agreement stated herein, whichever occurs first.

Consignment terms:

The Event is a one night show in the evening of October 15th 2010 and Artist's work may or may not be displayed for a longer duration. The work is however, only available for purchase on the evening of the event. It is the artist/owner's responsibility to pick up any unsold work at Harrington starting 1 week following the end of the show.

Access to Premises:

Any access to the premises where the item(s) will be delivered or removed must be coordinated with an Imagine organizer. Preparation of labeling/description of Artwork:
On a case-by-case basis with amendments to contract.

Promotions:

If an Artist has prepared photographs of Artwork, Imagine will make every effort to use those whenever possible.

Validation of Authenticity:

Imagine accepts the Artist's word that all work is his/her original idea. In other words: when the Artist signs this contract with Imagine, he or she is taking responsibility of the authenticity and originality of his/her work. Imagine is free from any infringement on another Artist's property or product.

In signing this contract, the Artist agrees to warrant that he/she has good title to their work and that it does not infringe upon the property or ownership rights of others. The Artist agrees to hold Imagine harmless should such a claim arise, and to defend Imagine from claims of bad title and copyright infringement.

Protection of Ownership:

All work is the sole property of the Artist with the exception of collaborative artwork. In the event of the Artist's death this contract becomes the property of the Artist's beneficiaries.

Liability:

Delivered artwork MUST be inspected and signed for by an Imagine representative for purposes of liability. Imagine will assume liability for theft and/or damage for the "opening bid" amount designated by the artist. Imagine assumes no responsibility for artwork that is dropped off without a signed inspection form.

Miscellaneous:

This agreement constitutes the entire agreement between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

I understand the terms of this agreement as they have been fully explained to me.

I understand that either party can terminate for any reason deemed appropriate by either party.

Termination of this contract must be received in writing by Imagine one week prior to the Event.

Signature of Artist _____ Date: _____

Print Name of Artist _____

Address of Artist _____

Phone number _____

E-mail address _____

For Student Government Use Only

Name of Imagine Representative: _____

Signature: _____ Date: _____

Check one of the following:

Art Auction use

Ready to Purchase use