GALLERY AGREEMENT
(Revised 10/08/2018)

I. Definitions

Artist  A person, entity, or group which produces or markets Artwork.

Artwork  Distinctive creations incorporating imagination and skill produced in any medium, style, or form suitable for exhibition on the Gallery wall.

Bookshop  Retail space operated by the Claremont Forum located at 586 West First Street, Claremont, CA 91711, in the Claremont Packing House.

Forum  The Claremont Forum, a 501(c)(3) non-profit organization serving the City of Claremont and its neighbors by promoting individual and social well-being.

Gallery  The south wall of the Bookshop used to exhibit Artwork.

II. Purpose

This Agreement sets forth the terms for a short-term rental of the Gallery to the Artist form the Forum for the Artist’s purpose of exhibiting and selling Artwork.

III. Rental Period

Unless otherwise agreed in writing, the Gallery shall be rented for a period of one (1) calendar month.

IV. Rental Terms

A. Responsibilities of the Artist

1. The Artist is solely responsible for the setup and breakdown of the Artwork exhibited in the Gallery, and for providing all items and tools required for setup and breakdown. Unless otherwise arranged in advance with the Bookshop Manager, setup and breakdown will take place on the first day of the Rental Period during the Bookshop’s regular operating hours, as set forth in Appendix A of this Agreement and subject to change at any time with or without notice.

2. The Artist shall notify the Bookshop Manager of any delay, cancellation, or postponement of a planned exhibit at least one (1) week prior to the first day of the Rental Period. Failure to give at such notice will result in a fine equal to the Artist’s advance booking fee, as set forth in Appendix A of this Agreement and subject to change at any time with or without notice.

3. The Artist acknowledges that the Gallery is suitable for the exhibition of the Artist’s Artwork, and agrees that no Artwork will be exhibited which is unsuitable for a venue where children are likely to be present.

4. The Artist will breakdown the exhibit, including cleaning the Gallery area and removing all unsold Artwork, before 5:00 p.m. on the last day of the Rental Period. Failure to breakdown the
exhibit and remove the Artwork shall result in a daily fine, as set forth in Appendix A of this Agreement until such breakdown and removal is complete. In addition to this fine, at the discretion of the Bookshop Manager the Artwork may be removed from the Gallery by Forum employees or volunteers in order to make the Gallery available for the next scheduled Artist. Although reasonable care will be used in such removal, the Form, Bookshop Manager, and Forum employees and volunteers are not responsible for any damage to or loss of the Artwork.

5. The Artist shall pay a rental fee for the use of the Gallery as set forth in Appendix A to this Agreement and subject to change at any time with or without notice. The rental fee is comprised of (a) an advance booking fee due thirty (30) days prior to the Rental Period and (b) a bookkeeping and convenience fee due at the end of the Rental Period. This Agreement is for the rental of the Gallery only; no bailment, consignment, agency, fiduciary, joint venture, or any other legal relationship is created. The Artist remains solely responsible for the Artist’s use of the Gallery and for paying any and all applicable taxes.

6. On the first day of the Rental Period the Artist shall provide to the Bookshop Manager a legible, written list of all Artwork exhibited in the Gallery with a description/title and a price for each item including sales tax at the rate set forth in Appendix A to this Agreement and subject to change with or without notice. Each item of Artwork in the Gallery must be individually labeled with a description/title and price including sales tax matching this written list. The Artist is advised to keep in mind the sales tax rate, set forth in Appendix A, when setting prices for his/her Artwork. Items which are not for sale will be clearly designated as not for sale.

7. The Artist warrants that s/he possesses unencumbered title to all Artworks exhibited in the Gallery, and that all descriptions of the Artwork are true and accurate.

8. In addition to the Artwork hung on the Gallery wall, the Artist may, with the prior approval of the Bookshop Manager, display smaller items of Artwork (e.g., cards, jewelry, boxes, etc.) on the shelf immediately beneath the Gallery wall. The Forum will make reasonable efforts to avoid theft, loss, or damage to these items, but is not responsible for any such theft, loss, or damage.

9. The Artist shall promptly inform the Bookshop Manager if s/he sells directly to a buyer any item of Artwork displayed on the Gallery wall during the Rental Period so that the item can be marked as “sold.”

10. The Artist is responsible for any flyers, posters, cards, or other promotional materials related to the exhibition of the Artwork in the Gallery during the Rental Period.

11. On or shortly after the start of the Rental Period, the Artist shall host and be present at an opening reception in the Bookshop scheduled for the same day and starting time as the monthly Claremont Art Walk, set forth in Appendix A of this Agreement and subject to change at any time with or without notice. This opening reception will end sixty (60) minutes before the earlier of (a) the ending time of the Claremont Art Walk or (b) the Bookshop’s closing time, both of which are set forth in Appendix A, to allow adequate time for cleanup. The Artist acknowledges that the Claremont Art Walk is sponsored and scheduled by the Claremont Village Marketing Group, and neither the Claremont Art Walk nor the opening reception is a Forum event.

12. The Artist is encouraged, but not required, to provide light refreshments for the opening reception. If refreshments are provided, the Artist is solely responsible for cleaning-up and returning the Bookshop to its original condition after the end of the opening reception and before the Bookshop’s closing time set forth in Appendix A. Clean-up shall include removing all decorations, signs, and trash, sweeping and clearing floors of all debris, and returning all tables and chairs to the storage area.
13. The Artist shall not serve alcohol at the opening reception, nor allow participants or attendees of the reception to possess or consume alcohol, without the Forum’s prior consent. The Artist is responsible for obeying and enforcing all applicable laws, including not serving alcohol to minors or intoxicated adults. The Artist is solely responsible for all liabilities, claims, and damages resulting from the service, possession, or consumption of alcohol connected to the opening reception and, on behalf of themselves, employees, coworkers, helpers, agents, representatives, successors in interest, event participants, attendees, neighbors, and passers-by agree to release, waive, discharge, indemnify, and hold harmless the Forum, its staff, Board members, Bookshop Manager, and volunteers from any and all such liabilities, claims, and damages.

14. The Artist is responsible for repairing any damage to the Gallery wall larger than a nail hole and any marks larger than one (1) inch resulting from the exhibition of Artwork during the Rental Period. If the Artist does not repair such damage on the last day of the Rental Period, the Forum may, at its discretion, obtain repair services and charge the cost of these repairs to the Artist.

15. The Artist acknowledges and agrees to pay to the Forum all fees, deposits, fines, costs, and expenses connected with the exhibition or opening reception during the Rental Period, foreseeable or unforeseen, including reasonable fees and costs incurred by the Forum for debt collection or to enforce this Agreement.

B. Responsibilities of the Forum

1. The Forum shall provide the Gallery for the Artist’s use during the Rental Period. This Agreement is for the rental of the Gallery only; no bailment, consignment, agency, fiduciary, joint venture, or any other legal relationship is created. The Artist remains solely responsible for the Artist’s use of the Gallery and for paying all taxes, specifically including all state and local sales and use taxes on any items that the Artist sells as a result of renting the Gallery.

2. As a convenience to the Artist and the buyers of his/her Artwork, during the Rental Period the Forum shall collect on behalf of the Artist the price including sales tax set by the Artist for each item of Artwork exhibited in the Gallery. All such collections shall be in cash, credit card, or check only. The Forum will not accept deposits or partial payments, but only the full price set by the Artist. All amounts collected on behalf of the Artist will be tallied separately from Bookshop sales, donations, and other Forum operations. Within ten (10) business days after the end of the Rental Period, the Forum will deliver to the Artist the total amount collected on the Artist’s behalf less all applicable sales and use taxes and any bookkeeping and convenience fees, as set forth in Appendix A of this Agreement, and less any other fees, costs, or expenses under this Agreement.

3. As a convenience to the Artist, the Forum will report total Artwork sales to the appropriate government agency and deliver all sales and use tax amounts withheld from Artwork sales as required by law.

4. The Forum shall label or otherwise designate items sold by the Artist on the Gallery wall adjacent to that item. No item is considered sold until the Forum collects from the buyer on the Artist’s behalf the full price set by the Artist. Unless approved by the Bookshop Manager, no Artwork shall be removed from the Gallery until the last day of the Rental Period. At that time the Forum shall contact all buyers and advise them to promptly come into the Bookshop to collect the Artwork they purchased from the Artist. The Forum shall release purchased Artwork to the appropriate buyers in the Bookshop only; the Forum will not deliver items to buyers. This holding, notification, and release process is for the convenience of the Artist and buyers; no bailment, consignment, agency, fiduciary, joint venture, or any other legal relationship is created. The Forum has no property rights or responsibilities in the Artwork and assumes no tax liabilities.
5. The Forum shall notify the Artist of any purchased items not collected by buyers within thirty (30) days after the last day of the Rental Period. Upon such notification, the Artist shall promptly pick up these unclaimed items and assume full responsibility for delivering them to the appropriate buyers. In the event that the Artist does not pick up these unclaimed items within seven (7) days of notification, the Forum may dispose of the Artwork in any manner it deems appropriate as unclaimed property.

6. The Forum shall inspect the Gallery wall on the last day of the Rental Period and shall complete whatever minor repairs the Forum deems appropriate in order to make the Gallery presentable for the next scheduled Artist. Minor repairs may include patching and painting small nail holes or minor marks that result from exhibiting Artwork on the Gallery wall during the Rental Period.

7. The Forum shall provide limited publicity for the Artist’s exhibition including emails, an entry on the Forum website calendar, and a post on the Forum Facebook page. Any additional publicity or promotional activities are the responsibility of the Artist.

8. The Forum shall provide nonexclusive use of the Bookshop, as is, two (2) folding tables, and a reasonable number of folding chairs for the Artist’s opening reception at no additional charge. Any other use of the Bookshop by the Artist shall require a separate Special Event Agreement. No restroom is provided; public restrooms are located behind the elevators in the Packing House.

C. General Provisions

1. The Bookshop Manager is the on-site representative of the Forum, responsible for the safe and effective operation of the Bookshop and Gallery. Any Forum Board member may be directly emailed by clicking on his/her name at www.claremontforum.org/board-of-directors.

2. Although the Forum encourages the diversity and free expression of all Artwork exhibited in the Gallery, the Forum reserves the right to remove any Artwork which it deems obscene, offensive, or inappropriate for a venue where children are likely to be present.

3. The Forum is committed to maintaining a safe and healthy environment. Artists acknowledge for themselves and their employees, coworkers, helpers, and agents, that the Forum is not responsible for any damage or loss of Artwork or personal property, nor for personal injuries, accidents, or illnesses which might occur during the Rental Period. Artists, on behalf of themselves, employees, coworkers, helpers, agents, representatives, and successors in interest agree to release, waive, discharge, and hold harmless the Forum, its staff, Board members, Bookshop Manager and volunteers from any and all such claims or liabilities.

4. No smoking or vaping is permitted in the Bookshop.

5. The Gallery is not reserved until this Agreement is executed by both the Artist and the Forum, and the Artist has paid the advance booking fee set forth in Appendix A of this Agreement.

6. Any dispute arising out of this Agreement will be governed by the laws of the State of California, with jurisdiction in Claremont, California.

7. Should any provision in this Agreement be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
V. ACCEPTANCE OF TERMS

I have read the above Agreement, I understand all of its terms, I accept them, and I agree to abide by them. If I am an agent or legal representative of the Artist listed below, I assert that I have the authority to sign this Agreement on the Artist’s behalf, binding the Artist to all of the above terms.

Artist: Signature: ___________________________ Date: ___________________________

Name: ____________________________________________

Address: __________________________________________

City, State, Zip Code: ___________________ Phone: __________________________

Email: ____________________________________________

Type of Artwork: ____________________________________________

Rental Period Starting Date: ______________ Ending Date: __________________

Opening Reception Date: ___________________ Time: _______ to _______

☐ YES: I will provide refreshments for the Opening Reception (see ¶ IV.A.12)

☐ YES: I will be serving alcohol at the Opening Reception (see ¶ IV.A.13)

Forum: Signature: ___________________________ Date: ___________________________

Name: ____________________________________________ Title: __________________________

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APPENDIX A
(Effective 10/08/2018)*

I. **Bookshop Hours of Operation**

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<thead>
<tr>
<th>Day</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Sunday</td>
<td>12:00 PM to 7:00 PM</td>
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<td>Monday</td>
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<tr>
<td>Saturday</td>
<td>12:00 PM to 9:00 PM</td>
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II. **Fine for Failure to Breakdown Display**

$200.00 per day

III. **Gallery Rental Fee**

A. Advance Booking Fee: $50.00

B. Bookkeeping & Convenience Fee: 30% (0.30) of all Artwork sold by the Artist from the Gallery during the Rental Period

IV. **Sales Tax Rate**

9.5% (0.095)

V. **Claremont Art Walk**

First Saturday of every month, 6:00 to 9:00 PM

* This schedule may be modified or amended by the Forum at any time, with or without notice.