



Monrovia Association of Fine Arts, Inc (MAFA) **ART DISPLAY AGREEMENT**

This ART DISPLAY AGREEMENT ("Agreement") is entered into on (date)_____ between Monrovia Association of Fine Arts, Inc (MAFA) and MAFA Artist Member: (Name)_____. This agreement is in addition to any agreements with the city or venues.

RECITALS

- I. MAFA has an artwork display program in cooperation with the city of Monrovia, local businesses and organizations to display the art of MAFA members. MAFA has arranged for the Artist Member to display his/her artwork in designated area at (see attached for locations/events)

VENUE/EVENT _____

ADDRESS _____

Starting date: _____ Ending date: _____

- II. MAFA and/or Venue reserves the right to refuse any art. There is limited space at the location(s) and number of art pieces will be determined by the size of the art and the display space available. Only MAFA member artists or MAFA students can display their art. MAFA membership must be paid in full before the art will be accepted for display (unless for special events).

- III Artist desires to participate with MAFA to display Artwork(s) created and owned by Artist.

NOW THEREFORE, in consideration of the mutual promises, conditions, and agreements set forth herein, MAFA and Artist agree as follows:

- A. MAFA, always has the sole discretion to determine the exact location at which the Artwork will be exhibited in the location. The Artwork shall remain owned by the artist at the Location, for the time specified herein, but Artist agrees that the MAFA designee and the Location may withdraw the Artwork from the Program at any time in MAFA's sole discretion and that this Agreement may be terminated by MAFA at any time with or without cause. If withdrawn or terminated, MAFA shall provide notice of said action to Artist in writing and Artist shall promptly collect the Artwork.. Once booked, the artist agrees to not cancel this agreement at any time unless for an emergency purpose agreed upon by MAFA and the Artist in writing.

B. Transportation, Delivery, Installation, Display, and Removal. The Artist is responsible for all costs incurred in the transportation, delivery, installation and removal of the Artwork at times designated by MAFA. When delivering and installing Art, the Artist will bring with them the items for installation that are listed below in the location descriptions. This may include art that has wires installed, D-rings if not wired, mounting putty, etc. The Artist is also required to bring an art bio that explains the art and themselves as an artist, and art tags if needed with the artist contact number. Artist hereby releases and holds the Location, MAFA, MAFA Board and Volunteers and each member thereof, and every officer, employee and agent harmless from any liability for damage to or loss of the Artwork, regardless of who causes such damage, which results from the transportation, delivery, installation, display, and removal of the ArtWork.

C. Care and Preservation. MAFA and the Location will exercise care with respect to the Artwork in safekeeping it. It is understood, however, that the Art Work shall be displayed in a high traffic location in a public area. MAFA and the Location makes no warranty of any kind as to the fitness of the Center for display of the Art Work, and Artist acknowledges that the Art Work may be subject to exposure to and damage from light, temperature, dust, dirt, humidity, human contact, and the possibility of theft, vandalism and malicious mischief. Artist hereby releases and holds the MAFA, MAFA board and volunteers and each member thereof, the Location and every officer, employee and agent harmless from any liability for any damage to, theft, or loss of the Art Work, regardless of whom or what causes the same, and MAFA shall not be responsible for the preservation and/or safekeeping of the Art Work, nor shall MAFA or the Location have any liability for theft, loss or damage to the Art Work. It is up to the artist to provide their own insurance for loss of their art for any reason.

D. Artist's Warranty. The artist represents and warrants to MAFA that it is the sole owner and creator of the Artwork and has the proper legal authority to display the Artwork on the terms and conditions set forth in this Agreement. Artist shall defend, indemnify, and hold harmless MAFA, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs), and the Location arising from any breach by Artist of such representation and warranty including, without limitation, any copyright, trademark, or ownership issues relating to the Artwork.

E. Removal of Artwork. Upon the expiration of the term of this Agreement or if the Agreement is terminated earlier as set forth herein, Artist shall remove the Artwork from the location at a time designated by MAFA. The artist is responsible for the costs of transporting the removed Artwork from the Location. If Artist fails to remove the Artwork on the agreed upon day following the expiration of this Agreement, or the MAFA direction to remove the Artwork earlier, MAFA shall have the right to remove and transfer the Artwork to MAFA for storage and return to the Artist, or disposal at MAFA's discretion. Artist hereby specifically consents to the transfer of custody of the Art Work to MAFA as provided herein. Artists hereby waive any right under applicable State or federal law to contest the removal of the Art Work from the Location.

F. Photography and Reproduction. Artist authorizes MAFA and the location to photograph, telecast, videotape, reproduce and publish the Art Work in any medium for any purpose including but not limited to archival, educational and publicity purposes related to the Program and/or the MAFA or the Location. It is understood that there will be no prohibition against photographing or videotaping the Art Work while it is displayed. This provision shall survive termination of this Agreement.

G. Artist's Contact Information for Notices. Any notices, demand or documents required by this Agreement shall be in writing and delivered to the Artist at the email or mail address on Exhibit A. Artists shall be responsible for updating this contact information if it changes during the term of this Agreement. MAFA shall have no obligation to search for Artist if Artist cannot be reached through the contact information herein.

H. General. This Agreement represents the entire integrated agreement between MAFA and Artist and supersedes all prior negotiations, representations or agreements, either written or oral. Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both MAFA, through its representative and Artist. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

I. MAFA does not charge commissions on sales of Artwork. MAFA appreciates donations to MAFA to help continue their programs in the estimated amount of 10% to 30%.

J. IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Artist	MAFA Representative
Name _____	Name _____
Signature _____	Signature _____
Phone _____	Email _____
Email: _____	

Please send this completed agreement to: MAFA@monroviafinearts.org