

PETALUMA ARTS CENTER 230 Lakeville Street Petaluma CA 94952 707.762.5600 www.PetalumaArtsCenter.org

## LOAN AGREEMENT between the Petaluma Arts Center and the Lender/Artist

Exhibition Dates:	Thursday, November 16, 2023 to Saturday, December 16, 2023 20
Exhibition Locatio	Petaluma Arts Center
Artist Name:	
City, State, Zip:	
Phone:	e-mail:
Description of wo	PLEASE PRINT CLEARLY rks on Ioan: (attach separate list, if needed)

- 1. All sales transactions are between the Petaluma Arts Center (PAC) and the buyer. PAC will collect sales tax on the sale of art. Checks for sold artwork will be available to artists approx. 2 weeks AFTER the close of the exhibition.
- 2. Petaluma Arts Center and the artist split the proceeds of the sale 40/60, with 40% going to PAC and 60% going to the artist.
- 3. To ensure privacy, artists under the age of 18 must use the contact number of responsible adult, who agrees to sign this loan agreement and to handle all sales contacts.
- 4. Petaluma Arts Center carries coverage for artwork installed within the building up to the values listed on the loan agreement. We are insured for \$250,000 maximum. Additional coverage may be purchased when requested.

## **INTAKE**

Artist Signature	Date
PAC signature	_Date:
PICK-UP	
Artist Signature	Date
PAC signature	_Date:



Petaluma Arts Center 230 Lakeville Street Petaluma, CA 94952 Art Exhibition Release of Liability Form 707.762.5600 www.PetalumaArtsCenter.org

Artist grants permission for exhibit organizers to reproduce his/her name, information describing his/her work, representations of his/her work and any other information he/she has provided for display, promotion, and publicity either now or in the future.

Artist agrees to display, pack, and transport and provide for the return of his/her artwork, unless other prior arrangements have been made with the Petaluma Arts Center.

If Artist is not available on-site to display, re-pack or re-transport his/her work, he/she gives permission to the exhibit organizers to do so on his/her behalf at his/her own risk and expense. Works left over 14 days, after the exhibition closes, become the property of the Petaluma Arts Center.

**Indemnification:** Artist shall indemnify, save, and hold harmless the Petaluma Arts Center, their officers, directors, employees, volunteers, and agents from any and all claims, demands, causes of action and judgments, losses, costs, and expenses, including but not limited to reasonable attorney's fees, arising due to the negligence of Artist, their employees, agents, or other personnel hereunder, including but not limited to any representation, warranty, term and/or condition of this Agreement.

**Exhibit Insurance:** Petaluma Arts Center carries coverage for artwork installed within the building up to the values listed on the loan agreement. We are insured for \$250,000 maximum. Additional coverage may be purchased when requested.

**Assignment:** Neither Party shall assign to transfer any of its rights or obligations under this Agreement and any attempt to do so shall be void and of no effect.

**Waiver and Effective Nullity:** Waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any provision by such party at any time hereafter. The nullity of any provision hereunder shall not affect the validity or enforceability of the remaining provisions hereunder of the Agreement, which shall survive.

Artist / Owner (please print):

Date: \_\_\_\_\_

Signature:\_\_\_\_

## No artwork will be considered for display without this signed form.

## (please use additional sheets if more than three pieces of artwork)

Title of Work	Medium	Size	Condition	Date Created (year)	Price (to include PAC commission)	Insurance Value (if Not For Sale)