ARTIST SUBMISSION AGREEMENT

This Artist Submission Agreement ("Agreement") is entered into by                              ("Artist") and Clarkston Arts for the purpose of submitting artwork for the [Name of Exhibit] Exhibit ("Exhibit").

1. Submission of Artwork. The Artist agrees to submit           pieces of artwork for consideration for inclusion in the Exhibit (the "Artwork"). The Artwork must be original and created by the Artist. The Artwork must also be in good condition and ready for exhibition and ready to hang. The artwork can have D rings and hanging wire in the back, but the wire should not be visible or extend past the frame. Clarkston Arts reserves the right to reject any Artwork that does not meet these criteria.Once Artwork is accepted, it can not be withdrawn for the duration of the Exhibit.
2. Rights Granted. The Artist grants to the Art Center the non-exclusive, non-transferable right to display, promote and reproduce images of the Artwork for the purpose of promoting the Exhibit and Clarkston Arts, including but not limited to, use in printed materials, on the Clarkston Arts website, and on social media.
3. Compensation. (A) The Artist will not receive any monetary compensation for the inclusion of the Artwork in the Exhibit. However, the Artist will be credited as the creator of the Artwork in all promotional materials related to the Exhibit. (B) In the event that Artwork sells while on display, Clarkston Arts will receive 30% of the commission. The Artist is responsible for taxes and any processing fees (including payment processing fee if using a credit card or payment service like Paypal) and will receive the amount according to the following formula     Fee of the Artwork - 30%Clarkston Arts commission - taxes and payment processing fees= Artists Payment
4. Insurance. Clarkston Arts will take reasonable precautions to protect the Artwork during the Exhibit, but the Artist acknowledges that the Art Center is not responsible for any loss or damage to the Artwork. The Artist, if desired, can make arrangements to have the Artwork insured during transport to and from the Clarkston Arts venue, and during the Exhibit.
5. Return of Artwork. The Artwork will be available for pick up and returned to the Artist at the end of the Exhibit. Clarkston Arts will make announcements for pick-up arrangements on specified dates in the specified locations. The Artist is responsible for any shipping and handling charges if Artist chooses the shipping option, associated with the return of the Artwork. If The Artwork is not picked up within two weeks or leaves no further arrangements, The Artwork may be considered abandoned, and The Artist releases Clarkston Arts from any further responsibility of maintaining or storing The Artwork. As such The Artwork may be sold, donated, or handled by Clarkston Arts as they see fit with no further responsibility to The Artist .
6. Representations and Warranties. The Artist represents and warrants that the Artwork is original and created by the Artist and that the Artist has the right to grant the rights granted in this Agreement. The Artist further represents and warrants that the Artwork does not infringe on any intellectual property rights or other rights of any third party.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of State of Michigan.
8. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.
9. Modification and Waiver. This Agreement may be modified or amended only by a written instrument executed by both parties. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by both parties in writing.
10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, or certified mail, postage prepaid, and addressed to the parties at their respective addresses set forth in this Agreement.

Artist's signature                          Art Center's signature

[Artist Name]                               Clarkston Arts

[Artist Phone Number]

[Artist Email]