



EXHIBITOR'S HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Milton Artists' Guild Inc. a Vermont nonprofit corporation ("MAG") and ("Exhibitor"), agree as follows as of this day of _____, 2023__. MAG agrees to allow the Exhibitor to display art and other works at the MAG Art Center & Gallery. The Exhibitor agrees to display art and other works according to the terms and conditions of this agreement. The conditions are as follows:

1. Exhibitor's works will at all times remain the property of Exhibitor until the work is sold. Once sold the ownership and title shall pass from the Exhibitor to the Buyer.
2. MAG is not responsible for damage to or loss of Exhibitor's works during the exhibit, during the setup or takedown of Exhibitor's works, nor during transportation of Exhibitor's works to or from the MAG Art Center exhibit even if agents, officers or members of MAG conduct or participate in the display, set up, take down, or transportation of whole or in part.
3. The Exhibitor will be solely responsible for insuring the Exhibitor's works to protect the value of the Exhibitor's works to the Exhibitor.
4. If and when the item is sold, Exhibitor agrees that all proceeds from the sale of the Exhibitor's work at the MAG Art Center & Gallery will be paid by the buyer to MAG.
5. Exhibitor acknowledges and agrees that MAG will pay sales tax every month and will file sales reports as appropriate to the State of Vermont for items sold at the MAG Art Center & Gallery.
6. MAG will be paid a commission of 30% (thirty percent) on all sales of Exhibitor's work if the exhibitor volunteers for the MAG Art Center & Gallery in accordance with the MAG volunteer policies. All others will be charged 50% (fifty percent). MAG will withhold this commission from sales of the Exhibitor's work.
7. If members rent a studio space in addition to their membership, monthly payment and commission are subject to change in accordance with the Studio Rental Contract.
8. MAG will send instructions to the bank for a check to be mailed by the bank to the Exhibitor within 2 weeks of the end of the prior month for items/artwork sold during the month less the commission fee.
9. Items/Artwork on exhibit at the MAG Art Center & Gallery will change seasonally at the discretion of the Curator who will manage the transition. Curator also has the right to move artwork/items/products throughout the MAG Art Center & Gallery as needed.
10. Any artwork sold in conjunction with or affiliated through any external exhibitions set up by the Milton Artists' Guild, or if that sale is a direct result from being displayed at the MAG Art Center & Gallery, the Milton Artists' Guild requests a 10% honorary commission within 30 days.
11. All items/Artwork that enters the MAG Art Center & Gallery is subject to approval by the Curator or the Board of Directors. Artists who would like work displayed that is initially denied by the Curator can submit a formal request for review to the Board of Directors.
12. Artists have control of their inventory, and if they need to take pieces from the gallery for a show, they have the ability to do so, provided that they bring in new artwork to replace the pieces that they are removing. If an artist intends to remove all of their work from the gallery, they need to give the Curator at least 48 hours' notice.
13. The Milton Artists' Guild requires all members to be in good standing with all accounts. This means that if a member has not paid their dues (of \$120 a year) and has not contacted the President or Director to set up an appropriate and approved plan for payment, their membership will be terminated. The Milton Artists' Guild allows a two-week (14-day) courtesy grace period, in

which members are to pay their dues. If their dues remain unpaid, they will be contacted via email and phone, instructing them to collect and remove their inventory from the gallery. If within 30 days of the notification their inventory has not been claimed and removed from the gallery, the items become the property of the Milton Artists' Guild. The Guild then has the right to sell these items for donation and retain all proceeds. The Guild also maintains the right to dispose of any unclaimed or unsellable inventory or supplies left in the gallery after the 30-day collection period has ended.

14. Exhibitor waives all claims, including claims for personal injury, against MAG in connection with Exhibitor's participation in the Art Center exhibit.
15. Exhibitor will defend, hold harmless and indemnify MAG, its agents, officers, and members from and against any claims, payments, and expenses (including attorney's fees and costs) that MAG incurs as a result of Exhibitor's participation in the Art Center exhibit.
16. MAG and Exhibitor agree that the Law of the State of Vermont applies to this

agreement. Milton Artists' Guild, Inc.

Exhibitor Name: _____

Exhibitor Signature: _____

MAG Representative Name: _____

MAG Representative Signature: _____