

# ***Alla Prima Westcliffe* Waivers and Agreement**

## **SANGRES ART GUILD/STERMER FAMILY INVESTMENTS, LLLP WAIVER OF LIABILITY**

**SANGRES ART GUILD:** The Artist waives any and all claims and assumes the risk and all legal responsibility for injury to persons or loss of property resulting from travel to or participation in the activities of the Gallery, specifically those activities on the Premises, or of any and all related activities of the Gallery and the Landlord, jointly or severally; harmless from any and all liability, actions, causes of actions, debts, claims, and demands which the Gallery now has or which may arise in connection with the Gallery's participation in these activities. The Artist understands that the Artist must provide its own health, theft, and accident insurance. Participation in the activities of the Sangres Art Guild/3<sup>rd</sup> Street Gallery is entirely voluntary. By signature below the Artist also grants permission for the Sangres Art Guild to use photos, film, videos, or any other reproduction of the Artist or in which the Artist may appear for future publicity, or educational projects.

**STERMER FAMILY INVESTMENTS, LLLP:** In consideration of the privilege of participating in the activities offered on the Premises, the Artist and the Tenant have and do hereby waive any and all claims and assume the risks and all legal responsibility for the injury to myself or loss of property resulting from travel related to or participation in the activities of the Gallery on the Premises, and hereby hold the Stermer Family Trust, Stermer Family Investments LLLP, Richard Stermer, Audrey Stermer, contractors, volunteers, organizations, and/or organizers of any and all related activities or any of them, jointly or severally; harmless from any and all liability, actions, causes of actions, debts, claims, and demands which I now have or which may arise in connection with my participation in these activities. I understand that I must provide my own health, theft, and accident insurance. My participation in the activities described by this Agreement is entirely voluntary.

**SECURITY INTEREST:** Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Artist. In the event of any default by the Gallery, the Artist shall have all rights of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors. The Gallery agrees to execute and deliver to the Artist, in the form requested by the Artist, a financing statement and such other documents which the Artist may require to perfect its security interest in the works. In the event of a purchase of any work by a party other than the Gallery, title shall pass only upon full payment to the Artist of all sums due hereunder. The Gallery agrees not to pledge or encumber any works in its possession, not to incur any charge or obligation in connection therewith for which the Artist may be liable.

**ASSIGNMENT:** This Agreement shall not be assignable by either party hereto, provided, however, that the Artist shall have the right to assign money due him or her hereunder.

**ARBITRATION:** All disputes arising under this Agreement shall be submitted to binding arbitration, by an Arbitrator and at a location as agreed to by the parties, but within the State of Colorado. In the event any party to this Agreement fails or refuses to respond to written demand to participate in arbitration any other party may obtain an order of Specific Performance from the District Court, in the County of Custer, State of Colorado, and an award of its reasonable attorneys fees, costs and expenses related to the filing of such suit. Failure to participate in arbitration thereafter scheduled shall result in the entry of a default judgment, including reasonable attorneys fees, costs and expenses against the defaulting party; any other resulting arbitration award which shall include the prevailing party's reasonable attorneys fees, costs and expenses may be entered for judgment in such court.

**MODIFICATION:** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Colorado.

ARTIST \_\_\_\_\_ DATE \_\_\_\_\_

SANGRES ART GUILD/STERMER FAMILY INVESTMENTS, LLLP

\_\_\_\_\_ DATE \_\_\_\_\_

## ARTIST/GALLERY CONSIGNMENT AGREEMENT AND WAIVERS

ON THIS DATE \_\_\_\_\_

This AGREEMENT is made between the Sangres Art Guild/3rd Street Gallery and the Artist

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Cell \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

1. Scope of Agency. The Artist appoints the gallery to act as Artist's non-exclusive agent in the following geographic area: The Wet Mountain Valley and surrounding area. The Gallery shall document receipt of all works consigned hereunder by signing this Record of Consignment.
2. Term and Termination. The agreement shall have an unlimited term and may be terminated by either party. On termination, all works consigned hereunder shall immediately be returned to the Artist.
3. Commissions and Fees. The Gallery shall receive entry fees applicable to, and as specified for the event being entered. The Gallery shall receive a commission of 30% from Sangres Art Guild members/volunteers; 40% from SAG non-members.
4. Prices. The gallery shall sell the works at the retail prices provided on the inventory on the Record of Consignment (Entry or Intake Form).
5. Payments. The Gallery shall pay the Artist all proceeds due to the Artist by the 30<sup>th</sup> day of the following month after the sale. No sales on approval or lay away shall be made without the consent of the Artist.
6. Accounting. The Gallery shall furnish the Artist with an accounting of each sale in the form of a copy of the sales receipt.

### ACCESS TO PRIVATE PROPERTY - RELEASE OF LIABILITY

Sangres Art Guild (SAG) shall be deemed to include Sangres Art Guild, its officers, directors, agents, and representatives. Private property owned and/or controlled by a third party (Third Party Property) shall be deemed to include any owner, controller, officer, director, representative or agent of the owner(s) of the property.

The undersigned (You, Your, Yourself) is hereby granted limited permission to enter Third Party Property as part of a SAG sponsored event, subject to the following terms and conditions:

1. You agree to release and hold harmless Third Party Property and SAG from and against any and all claims You may have for injuries or death or destruction to You or Your property that arises from Your presence at a SAG event held on Third Party Property.
2. You agree to indemnify, defend and hold harmless Third Party Property and SAG from and against any and all costs, losses, causes of action and damages including without limitation environmental damages, cleanup costs, attorney's fees and litigation costs that may arise out of or are related to Your presence on Third Party Property.
3. You shall follow all rules, warnings and/or regulations of SAG and Third Party Property with respect to Your presence and/or activities at the event held on Third Party Property. You shall treat Third Party Property with respect and shall not vandalize, destroy or alter in any way Third Party Property. **You shall clean up after Yourself and leave only footprints when you vacate Third Party Property.**
4. This permission granted to You is personal and is not transferable to any other person or entity.
5. The permission granted to You is limited to the time of the SAG event and does not extend before or beyond the event.
6. The permission granted herein may be revoked at any time by SAG or Third Party Property upon verbal notice to You. Upon such revocation, You shall immediately leave Third Party Property.
7. There may be other conditions established by SAG or Third Party Property provided to You verbally or in writing that apply to the permission granted herein and such other conditions shall be deemed to be part hereof.
8. This Agreement shall be governed by the laws of the State of Colorado.

I have read and understand and agree to the above.

Signature \_\_\_\_\_

Sangres Art Guild Representative \_\_\_\_\_