



North Country Arts Council
Promoting Art and Cultural Opportunities in Northern New York

Phone: (315) 661-6361
52-54 Public Sq - Watertown, NY 13601

AGREEMENT FOR CO-OP BUSINESS PLAN FOR 'ARTS ON THE SQUARE' GALLERY
52 Public Square, Watertown NY

For Implementation on March 1, 2017

Approved by NCAC Board of Directors December 6, 2016

Amended by NCAC Board of Directors February 16, 2017

This agreement, beginning this ____ day of _____, 2017 by and between the North Country Arts Council (hereinafter referred to as the "Council" or "NCAC") located at 52 Public Square, Watertown, New York

and _____, (hereinafter referred to as the "Artist").

Whereas, the Artists desires to be a member of the NCAC Co-Op Gallery; and, whereas, the Council is willing to accept their membership, subject to the terms and conditions set for the in following, and in the Co-Op Business Plan amended by the NCAC Board of Directors on February 16, 2017.

Insurance Waiver

The artists entering into a signed contract acknowledge that their property, including, without limitation, any art or other items on display (collectively to be known as the "Property") may be damaged, lost or stolen during the contract period of or during the unpacking, packing or transportation of and I acknowledge and understand the risk involved by allowing such property to be displayed by "NCAC" (jointly acknowledged as North Country Artists' Guild, DBA North Country Arts Council, AKA "Arts On The Square" located at 52-54 Public Square, Watertown NY 13601).

Artist Understanding

I understand that NCAC does not insure the Property and if I so choose I must acquire my own insurance. If I so choose such Insurance, I agree to submit a copy to NCAC.

I understand that I am responsible for the hanging or display of any Property and must get prior approval of any signage from NCAC and the Gallery Committee.

The term of the contract begins when the Artwork(s) are delivered to NCAC, the contract signed and returned, and shall run through the agreed upon contract end date, plus a period of no longer than seven business days for the Artwork(s) to be reclaimed by the Artist. The "contract end date" means the date so specified on the first page of the contract.

The Gallery Display Manager has the absolute right, in their sole discretion, to remove or to relocate any Property with no notice.

I agree that I will have a period of no longer than seven business days to remove any and all property from the gallery if either NCAC chooses to terminate the contract before the specified contract end date.

By signing this waiver, I hereby agree to indemnify and hold NCAC, its Board of Directors, volunteers, employees or designated representatives, harmless from any type of intellectual property infringement, including but not limited to patent, copyright or trademark infringement.

By signing this waiver, I also agree to waive any personal injury or property damage claim, now or in the future, that I may suffer as a result of displaying work, and I agree to indemnify and hold NCAC, Board of Directors, volunteers, employees and designated representatives, harmless from any personal injury or property damage claim, now or in the future, that I may suffer or cause while on display.

I hereby represent and warrant that I have read this Artist Waiver Form and the Co-Op Business Plan amended February 16, 2017 in its entirety and fully understand its contents. I have signed the waiver voluntarily and of my own free will. By signing this waiver, I release and hold harmless NCAC, its Board of Directors, volunteers, employees or representatives from and against any and all claims of injury or damages relating to the above provisions.

Amendment

The NCAC Board reserves the right to amend these plans at any time with advisement from the Gallery Committee. Sufficient notice will be given to artists with existing agreements.

In witness thereof, the parties hereto have signed this agreement.

Signed:

for the Artist

Date

for the North Country Arts Council

Date

Amounts Enclosed:

Initial Monthly Display Fee: \$_____ (based upon Level)

NCAC Membership \$_____ (if not currently a member)

Total Amount Enclosed: \$_____

NCAC Membership Levels:

\$15 Student \$35 Individual

\$50 Family \$100 Friend

You may also pay in-person at the AOTS Gallery during normal business hours, or by emailing president@nnyart.org and an invoice can be sent to be paid online.