

SEATTLE EROTIC FESTIVAL

INSTALLATION AND NFS ARTIST AGREEMENT

Artist's Legal Name: _____	
Business Name /Professional Name (if applicable): _____	
Mailing Address: _____	
City: _____	State: _____ Zip: _____ Country: _____
Home Phone: _____	Business Phone: _____
Cell Phone: _____	Business Email: _____
Home Email: _____	Web Address: _____
Are you: <input type="checkbox"/> An individual (i.e., you do not run a business around your art) <input type="checkbox"/> A sole proprietor <input type="checkbox"/> An INC or LLC (choose one) <input type="checkbox"/> A general or limited partner With whom? _____	
There are occasions when SEAF makes public an artist's personal information, such as an artist's name, business email, web address, and so on. These occasions might include, for instance, the art catalog, on art labels, when an artist's work is shown on the SEAF website, or when the press or an art patron inquires about an artist's work.	
What information may be provided to the public? (check all that apply)	
<input type="checkbox"/> Name	<input type="checkbox"/> Web Address <input type="checkbox"/> Business Email <input type="checkbox"/> Business Phone <input type="checkbox"/> Country/State of Origin

THIS CONSIGNMENT AGREEMENT is made this this ____ day of _____, 2020 ("the Effective Date"), by and between the Pan Eros Foundation ("Pan Eros"), a Washington nonprofit corporation located at 309 1st Avenue South, Seattle, Washington, 98104, and the artist ("the Artist") named above.

RECITALS

- A. Pan Eros produces the annual event known as the Seattle Erotic Art Festival ("the Festival");
- B. Pan Eros has invited the Artist to display the Artist's work(s) of art (the "Artwork") at the 2020 Festival; and
- C. The Artist desires to display the Artist's Artwork at the 2020 Festival.

AGREEMENT

- 1. Festival Dates and Location.** The Festival will take place April 24, 2020 through April 26, 2020, at the Seattle Center Exhibition Hall, 301 Mercer Street, Seattle, WA 98109 ("the venue").
- 2. Agency; Purpose.** The Artist appoints Pan Eros as agent for the Artwork consigned under this Agreement, for the purposes of exhibition. Pan Eros will not permit the Artwork to be used for any other purposes without the written consent of the Artist. This agreement applies only to the Artwork consigned under this Agreement and does not make Pan Eros a general agent for any other works.
- 3. Consignment.** For the duration of the Festival, the Artist hereby consigns to Pan Eros, and Pan Eros accepts on consignment, the Artwork listed and described on Attachment A ("Inventory Sheet"), which is a part of this Agreement.
- 4. Sale of Artwork.**
 - a. Not For Sale.** Pan Eros and the Artist agree that the Artwork is for exhibition only, and that it will be visibly designated as Not For Sale ("NFS") for the duration of the Festival. No commission, fee, or other

compensation of any kind will be due to Pan Eros.

- b. Potential Buyers.** The above section notwithstanding, if Pan Eros is approached by a potential buyer regarding the sale of the Artwork, Pan Eros may provide the Artist's contact information to the potential buyer. All sales and related negotiations are the sole responsibility of Artist.

5. Representations and Warranties of Artist. The Artist hereby represents and warrants the following:

- a. That the Artwork is original;
- b. That the Artist is the sole creator of the Artwork, or that if any Artwork being submitted was created with assistance from, in collaboration with, or in conjunction with any other artist(s), that the other artist(s):
 - i. Have prior knowledge of the Artist's intent to display the collaboratively created and/or produced Artwork at the 2020 Festival;
 - ii. Have expressly consented to the display of the Artwork at the Festival and can, upon request, furnish a signed and notarized letter to that effect; and
 - iii. Have been duly credited, and that such credit will be displayed in conjunction with the Artwork.
- c. That the Artist possesses unencumbered title to the Artwork;
- d. That the descriptions of the Artwork are true and accurate;
- e. That the Artist is the sole and exclusive owner of all rights granted to Pan Eros in this agreement and has all rights to enter into this agreement; and
- f. That the Artwork does not, in whole or in part, infringe any copyright, or violate any right to privacy or other personal or property right whatsoever.

6. Transportation, Set-up, and Deinstallation of Installation Artwork.

- a. Installation Artwork must be hand delivered to the Venue by the Artist or the Artist's agent on **April 22, 2020**, unless otherwise agreed to with the Installation Curator. Specific installation times must be scheduled with the Installation Curator by contacting them at installations@seattleerotic.org.
- b. The Artist is responsible for the set-up of Installation Artwork. Assistants will be available to the Artist if the Artist provides Pan Eros/Festival Staff with advance notice.
- c. The Artist is responsible for the deinstallation of the Artwork. Deinstallation shall begin as soon as the Festival closes on **Sunday, April 26, 2020, between 4:00pm and 9:00pm**, unless the Artist makes alternate arrangements with Pan Eros/Festival Staff in advance.
- d. The Artist has the sole responsibility for packing costs, insurance charges, and other handling expenses.

7. Transportation of Other NFS Artwork.

a. Delivery via Shipper.

- i. If the Artist is shipping the Artwork to the Festival, the Artwork must be shipped to the following address: **SEAF, c/o Gallery Erato, 309 First Ave. S., Seattle, WA 98104**
- ii. The Artist must provide an air bill from a shipping company, preferably Federal Express or UPS, for the return shipping of any unsold Artwork. If the Artist does not provide such an air bill for the return of unsold Artwork, the Artist will be deemed to have donated that unsold Artwork to Pan Eros.
- iii. If the Artist is shipping the Artwork to the Festival from within the United States, the Artist understands and acknowledges that **Festival personnel will not accept domestically shipped Artwork that arrives earlier than April 1, 2020 or later than April 17, 2020.**
- iv. If the Artist is shipping the Artwork to the Festival from a location outside of the United States, the Artist **may ship immediately upon signing and returning this agreement.** Festival personnel will take delivery of internationally shipped Artwork **through April 17, 2020.**

- b. Hand Delivery.** If the Artist is hand-delivering NFS Artwork, the Artist or the Artist's agent **must deliver the Artwork to the venue on April 21, 2020, between 4:00pm and 8:00pm.** Festival personnel will not accept hand-delivered Artwork at any other time without prior written arrangement.

- c. **Delivery Expenses.** Packing and shipping charges, insurance costs, and any other expenses related to the delivery of the Artwork to the Festival are the sole responsibility of the Artist, regardless of the method of delivery.

8. Return of Other NFS Artwork to Artist.

- a. All non-installation NFS Artwork will be packed by Festival personnel for return to the Artist. Pan Eros will be responsible for the costs associated with repacking and preparing the Artwork for return.
- b. If the Artist has provided Pan Eros with an air bill for return shipping, Festival personnel will deliver the Artwork to the designated shipper for return shipping to the address on the air bill.
- c. If the Artwork is being picked up in person, the Artist or the Artist's Agent **must pick up the Artwork at the venue on April 26, 2020, between 7:00pm and 9:00pm.** Arrangements for pick-up at times other than this must be made in writing and approved in advance.
- d. Any Artwork that does not have an air bill for return shipping or is not picked up during the times designated in Paragraph 8(c) will be deemed a donation to Pan Eros.

9. Additional Terms and Conditions of Artwork Exhibit. Pan Eros and the Artist agree to the following terms and conditions for the exhibition of the Artwork:

10. Reproductions.

- a. The Artist retains the copyright on all of the Artwork.
- b. Pan Eros may, for the sole purpose of promoting the Festival, photograph them for inclusion in a catalog, or other promotional materials so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright.
- c. The above paragraphs notwithstanding, photography is permitted in the event space, and the Festival's evening events are attended by the press. It is, therefore, possible that the Artwork may be photographed (intentionally or unintentionally) and appear, uncredited, on social media sites or in the newspaper. Although the Festival discourages anyone from directly photographing the exhibited art, the Festival is not responsible for photos taken by anyone other than the Festival's hired photographer(s).

11. Liability for Loss, Theft, or Damage.

- a. Pan Eros, Festival staff, and Festival volunteers will make every reasonable effort to care for and protect all Artwork in Pan Eros's custody. Notwithstanding the foregoing, the Artist acknowledges and agrees that Pan Eros will provide no insurance for the artwork and no additional security for the Artwork beyond the security that Pan Eros currently contracts during the Festival. The Artist bears sole responsibility for obtaining and maintaining insurance for the Artwork while it is in transit to or from the Festival, being installed or deinstalled, and on exhibit.
- b. **THE ARTIST ACCEPTS ALL RISK ASSOCIATED WITH THE ARTWORK BEING UNPACKED, INSTALLED, DISPLAYED TO THE PUBLIC, DEINSTALLED, AND REPACKED. THE ARTIST HEREBY RELEASES Pan Eros, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS FROM LIABILITY FOR ANY LOST, STOLEN, OR DAMAGED ARTWORK. THE ARTIST FURTHER WAIVES ALL RIGHTS TO ANY CLAIMS FOR DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ASSOCIATED WITH LOST, STOLEN, OR DAMAGED ARTWORK.**

12. Termination of Agreement.

- a. This Agreement may be terminated without penalty by either party up to 30 days before the date of

Festival upon written notice.

- b. Notice to Pan Eros must be sent to the attention of F. Sophia Iannicelli, Executive Director, at Pan Eros's address listed on the first page of this Agreement. Notice to the Artist will be directed to the address listed on the first page of this Agreement.
- c. Neither party will be liable for failure to perform in the event that the failure is due to the cancellation of the Festival; acts or regulations of authorities; civil tumult; inclement weather such that travel is prevented; strike; epidemic; or any other legitimate cause beyond the control of the party failing to perform.

13. Severability and Waiver. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. However, if any provision of this Agreement is found to be invalid under applicable law, the parties agree that the remainder of the Agreement will remain in full force and effect and will in no way be impaired.

14. Governing Law; Venue.

- a. This Agreement and any attachments, will be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.
- b. Any action to enforce, arising out of, or relating to any provisions of this Agreement will be brought and prosecuted in the Superior Court of King County, Washington.

15. Attorney's Fees. If any suit or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party ("the Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party will pay, all reasonable attorneys' fees and court costs of the Prevailing Party.

16. Entire Agreement. This Agreement, including the Recitals and Attachments, constitutes the complete and final agreement between Pan Eros and the Artist, and may only be amended or modified in a writing signed by both parties.

THE PARTIES, intending to be legally bound, have executed this Agreement as of the date first indicated above.

PAN EROS FOUNDATION

By:

Sophia Iannicelli
Executive Director

Artist Signature