SAM PLEIN AIR 2023

ARTIST AGREEMENT

Artist Representation of Original Artwork:

Artist understands and agrees that all works displayed or presented for sale to the public shall be original paintings made by the artist personally during the Steamboat Art Museum Plein Air Event and Quick Draw. All work must be framed with wire hanging hardware and ready to display. Images of paintings produced may be used in advertising, catalogues, invitations, or displayed on the Steamboat Art Museum (SAM) website.

Commission of Sold Work:

Sales commission on sold artwork is 60% of sales price to the artist and 40% to SAM. Payment is issued from Steamboat Art Museum. *No payments will be issued without completed W-9.* Payment to the artist due 30 days after sale. All payments shall be issued by December 31, 2023.

Venue Rules and Regulations and Applicable Laws:

Artist agrees to abide by all rules, regulations and laws that may apply to certain venues (private and public locations) where they will paint. Artist agrees to represent himself/herself, and the Steamboat Art Museum, in a professional manner. Artist agrees to be considerate and courteous to sponsors of painting locations and follow common sense when accessing properties (i.e., close gates, pick up trash, leave animals alone, hours of operation, etc.).

Insurance/Shipping/Committee Decisions:

SAM shall not be responsible for loss or damage of any artwork under any circumstances. The Steamboat Art Museum suggests that the artist provide insurance to cover the full value of the artwork. Artist is to pay his/her own travel and lodging costs involved in the event. Artist or purchaser are responsible for shipping of artwork at end of exhibit. The decisions of any jury, invitation, or membership committee of the Steamboat Art Museum shall be final and no correspondence shall be entered into.

Liability and Releases:

Artist understands and agrees that there are certain risks of personal injury, death, damage to and/or theft of personal property, equipment and original artwork associated with their participation in the Steamboat Art Museum Plein Air Paint Out and Quick Draw event. Artist hereby agrees to accept any and all risks of personal injury, death and damage to and/or theft of personal property, equipment and original artwork. Artist further agrees that he/she will not make any claim against, sue or attach the property of the Steamboat Art Museum, any affiliated organizations, or their successors, assigns, officers, directors, agents, or employees for injury, death, damages, or theft resulting from negligence or other acts, foreseen or unforeseen and howsoever caused. Artist hereby releases the foregoing entities from all actions, claims and/or demands that his/her assigns, heirs, and/or legal representatives now have, or may hereafter have, for injury, death, damage to, or theft of personal property, equipment or artwork.

| Date: | Signature: | |
|-------|---------------|-----|
| | Printed Name: | |
| | W-9 Form: Yes | No: |