



AGREEMENT FOR DISPLAY OF ART WORKS

AT SPIRE CLIMBING CENTER, LLC. THIS AGREEMENT is made as of _____, 20____ by and between Spire Climbing Center in Bozeman, MT 59718 (hereinafter referred to as "Spire").

and _____, having an address

at _____ (hereinafter referred to as the "Owner" or "Artist").

WHEREAS, the Artist has requested permission to display their art works at Spire's premises; and,

WHEREAS, Spire is willing to allow the Artist to display the art works at its premises, subject to the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Spire grants permission to the Artist to display the artworks, at no rent or charge, in Spire's interior located at the following address: 13 Enterprise Blvd, Bozeman, MT 59718 and the Artist agrees to provide artwork for the enjoyment of Spire, its employees, its customers, and the public.
2. Spire agrees to permit the Artist to enter the premises during Spire hours for the purpose of installing, inspecting, and removing the art works. The display and organization of pieces of the art works shall be subject to the approval of Spire's contact person or owner. Spire will jury the artwork to ensure the artwork is appropriate for a family environment and that it is appropriately matted and framed. Date and hours for hanging and removal of art works is predetermined by Spire and the Artist and listed in Paragraph 5. Hanging, removal, and the provision of any additional tools (ladders, levels, measuring tape, etc.) is the responsibility of the Artist. Spire's display wall will have space available for display of the art works using a hanging gallery system. No change of any kind may be made to the walls, floors, ceilings, doors, fixtures, or equipment in the space without prior approval from management. No nails or screws may be used, nor any holes made in walls or fixtures.
3. The parties acknowledge the ownership of the art works shall remain with the Artist. Spire shall have no property interest in the art works **beyond a 15% commission of actual sales of the art.** The venue will provide the opportunity for artists to sell their artwork by display of information facilitating such transaction. All sales transactions will be handled by Spire. All proceeds less 15% commission from sales belong to the Artist and will be paid by check within 30 days of the artist picking up their work.
4. Spire acknowledges receipt of artwork in undamaged condition and Artist hereby loans the above artworks during the duration of the exhibit. The Artist is responsible for delivery, hanging and pick-up of their own artwork. Spire will have ready for pickup all artwork by the Return/Pick-Up Date listed in Paragraph 5.
5. The art works shall be delivered by the Artist on _____; the Exhibition shall end on _____; the art works shall be ready for pickup on _____.

6. During the duration of its custody of the artwork, from the time of delivery to the time of pickup, Spire shall be fully responsible for the supervision of the artwork to the best of its ability to secure its safety and undamaged condition. As a condition of this Agreement, the Artist expressly agrees to assume eventual risks of loss or damage to the art works arising out of the display of the art works at Spire's premises. The Artist releases Spire and its directors, officers, employees, agents and independent contractors from liability for, and waives any claims the Artist may have against them now or in the future arising out of, the display of the art works at Spire's premises, including, without limitation, claims of damage, injury, disappearance or destruction by any cause or instrumentality, including negligent or wrongful acts of Spire, its directors, officers, employees, agents, and independent contractors, theft, vandalism, fire, casualty, acts of God, or other unexplained causes, to the full extent permitted by law.
7. This Agreement may be terminated at will by either party. Upon termination, the Artist shall promptly remove the art works from Spire's premises during business hours. The Artist shall promptly repair any damage to Spire's premises resulting from the display of the art works, to the reasonable satisfaction of Spire management.
8. In the event of litigation between the parties pertaining to or arising out of this Agreement, or the enforcement of any term or provision hereof, the prevailing party shall be entitled to recover his, her or its costs and expenses incurred in connection therewith including, without limitation, reasonable attorney's fees.
9. This Agreement contains the sole and entire agreement between the parties pertaining to the display of the art works and shall supersede any and all other agreements between the parties, oral or written, pertaining to the subject matter hereof. This Agreement may not be modified or amended except in writing duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date appearing above.

Spire, owner or contact person

By: _____

Accepted by:

OWNER / Artist

_____ Artist Name Printed

_____ Artist's Signature

_____ Date