

## Artist Release and Agreement

This Release and Agreement is entered into as of \_\_\_\_\_, 201\_\_\_\_,  
by and between \_\_\_\_\_(Artist)  
and The Albuquerque Press Club (Club).

WHEREAS, Club has an ongoing program displaying the works of various artists at the real property owned by the Club (Premises).  
WHEREAS, Artist desires to display at the Premises various pieces of art created by Artist (Works).  
WHEREAS, Club and Artist desire to enter into this Release.

NOW, THEREFORE, in consideration of the foregoing, the agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed as follows:

1. The foregoing recitals are operative provisions of this Release.
2. Artist agrees to display the Work at the Premises during the period of: \_\_\_\_/\_\_\_\_/\_\_\_\_. Even so, Artist may remove Work from the Premises at any time. The Work shall remain the property of Artist. Club, at its discretion, may cancel or reschedule at any time, with no liability incurred.
3. The Work shall consist of that which is described in the "Attachment A". This attachment shall be updated with additional list(s) in order to remain accurate and current. Club shall have no responsibility to maintain, preserve, take care of or otherwise protect the Work.
4. Artist may sell all or any portion of the Work while it is on display at the Club, to Club members or others.
5. Artist releases Club from any and all claims, damages, losses, theft and liabilities, including but not limited to costs and attorneys' fees, arising out of or related to:
  - A. The Work;
  - B. Artist's activities on or about the Premises;
  - C. This Release.
  - D. The Venue
  - E. Scheduling
6. Artist specifically understands that Club will not insure the Work. If Artist desires to have the Work insured, all such insurance shall be obtained by Artist at Artist's expense.
7. Artist agrees to pay commissions to Club in the amount of 20% of gross sales for all sales that are a direct result of the display(s) covered

by this agreement. This includes sales of artwork while on display at the Club, sales of artwork after display at the Club that is a direct result of the display at the Club, and commissioned work, the sale of which is a direct result of Artists display at the Club.

8. Entertainer must be a member of Club during the time included by this release, and is subject to the same rules as other members. Club pre-approves a \$5 one month membership for the term. This membership, upon board approval of a completed application, may be renewed at the end of the month at the annual rate.

9. As a member, Artist is entitled to invite guests, generally a maximum of ten. The Artist will be allowed additional guests during a special event if so approved herein. Clubs rules concerning private parties apply to Artist as host of this event (see reverse side of this agreement)

A maximum of \_\_\_ guests of the Artist may be present at an event on \_\_\_/\_\_\_/\_\_\_.

\_\_\_\_\_ (requires club manager=s signature here)

10. In the event of a dispute regarding the Work or otherwise related to this Release, Artist shall be liable to Club for all costs and expenses, including but not limited to attorneys' fees, incurred by Club in conjunction with such dispute.

11. This Release shall be governed by the law of the State of New Mexico.

ARTIST ACKNOWLEDGES THAT CLUB HAS NO RESPONSIBILITY AND NO LIABILITY REGARDING THE WORK DISPLAYED AT THE PREMISES.

ARTIST: \_\_\_\_\_

Print name:  
\_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_. THE ALBUQUERQUE PRESS CLUB:

By:  
\_\_\_\_\_

Print Name:  
\_\_\_\_\_

Its: \_\_\_\_\_ ..Attachment A,  
Attached to "Artist Release and Agreement"

Initial Listing

Update Listing

The work(s) provided by Artist are described as follows: