

Albuquerque Press Club Artist Release and Agreement

This release and agreement is entered into as of _____, 20____, by and between _____ (“Artist”) and the Albuquerque Press Club (“A.P.C.”).

Whereas, A.P.C. Has an ongoing program displaying the works of various artists at the real property owned by the A.P.C (“Premises”).

Whereas, Artist desires to display at the Premises various pieces of art created by the Artist (“Work”).

Whereas, A.P.C. 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 the Release.
2. Artist agrees to display Work at Premises during the period of _____. Even so, Artist may remove Work from Premises at any time with notification to A.P.C. Work shall remain the property of the Artist.
3. Work shall consist of: “Artist to provide Title and Price of each piece (“Inventory List”).” A.P.C. shall have no responsibility to maintain, preserve, take care of or otherwise protect Work at any time while Work is on Premises.
4. Artist agrees to provide Inventory List as well as Biography and Artist Statement to A.P.C. for purposes of communication to A.P.C. members.
5. Artist may sell all, or any portion, of Work while on display at Premises to A.P.C. members or others with:
 - A. 20% of the selling price going to A.P.C. as a commission, or
 - B. 10% of the selling price going to A.P.C. along with the donation of one (1) image from Work to A.P.C. to be sold in later fundraisers for A.P.C.
6. Artist releases A.P.C. from any and all claims, damages, losses, theft and liabilities, including but not limited to:
 - A. Work
 - B. Artist's activities on or about Premises
 - C. This Release
7. Artist specifically understands that A.P.C. will not insure Work. If Artist desires to have Work insured, all such insurance shall be obtained by Artist at Artist's expense.
8. In the event of a dispute regarding Work or otherwise related to this Release, Artist shall be liable to A.P.C. for all costs and expenses, including but not limited to, attorney's fees incurred by A.P.C. in conjunction with such dispute.

9. Work is subject to content and context approval by A.P.C. Art Committee during the period of display at Premises.

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

ARTIST ACKNOWLEDGES THAT A.P.C. HAS NO RESPONSIBILITY AND NO LIABILITY REGARDING WORK DISPLAYED AT PREMISES.

I HAVE READ AND UNDERSTAND ABOVE TERMS AND STIPULATIONS:

_____ (PRINT NAME)
(SIGNATURE) _____ (DATE) _____

In addition to the Release and Agreement, please also be apprised of this addendum:

As our featured artist, you will be an honorary member of the A.P.C. for the duration of your exhibition. This requires completing a membership form and providing a \$5 payment. The membership form must be completed and fee paid at or before the time you hang your work.

Please feel free to bring your own guests with you at any time during club hours during your exhibition (10 is the maximum number of guests you may bring without first booking an event). Your guests may sign in under your name while you are present.

The current operating hours of the Albuquerque Press Club are Monday - Thursday 5:00 p.m. - 12:00 a.m. and Friday-Saturday 5:00 p.m. - 1:30 a.m. If you need access to the A.P.C. during any other time, you need to arrange this through the art committee.

The date and time to hang your work: _____.

The time of display for your work: _____.

The time and date for your reception: _____.

The expected number of guests: _____.

The date and time for removal for work: _____.

Space: The rooms available for hanging are the Front room of log construction and bark; the Red room (Flight Deck, Bar) of fabric-covered wallboard; the Green Room of painted, cement walls.

Size: We suggest that pieces are no larger than approximately 3'x 4' and no smaller than 8"x 10" unless you plan to display a grouping. If you choose to bring loose, unframed selections for sale, please bring a free-standing portfolio stand.

Presentation: Your work does not need to be framed to show; however, it must be prepared to hang. Please understand that our building is 100+ years old. An art committee member must be present to supervise the hanging of your work to maintain the integrity of the building and, if needed, make suggestions. However, the actual endeavor of hanging your work is your responsibility, including hanging supplies. Wall anchors are pre-set into available walls. **No new holes are to be made in the walls to facilitate hanging.** We have a step stool

and/or small ladder you may use.

If you are showing with multiple artists, it is expected that among you, you decide the location of Work and allow space for each. Each individual artist must sign the Release and Agreement and Addendum.

If you have a limited amount of pieces, we will limit the space to you and attempt to fill the walls with additional artists and selections.

Please be advised that A.P.C. has ongoing functions. We reserve the right to decorate as needed for these events. We will not remove your art; however, we may choose to decorate around it or move it temporarily to protect it from possible damage.

Pricing: We highly recommend that you not bring any pieces that are Not For Sale (“N.F.S.”). If you have a signature piece that is N.F.S., this piece may hang but not intrude on another's space. We recommend that you bring pieces that have a range of prices, thereby appealing to a variety of people. This is, of course, the Artist's decision.

Please understand that we do not figure and/or collect sales tax. All pieces should be priced with this in mind as well as the 10-20% commission you will give A.P.C. (see above release, item 5 for commission scale). Prices should be included on your exhibition Inventory and may also be included on artwork labels (you are responsible for providing labels).

Promotion: Your Artist's Statement and Biography, in conjunction with your reception date, will be communicated to our members in our newsletter, on our Facebook page and on our website (www.albuquerquepressclub.org) and within the club during the display of your work. Please provide this information and two representative images of your work to the art committee approximately 3 weeks before the exhibition opens. You may also place your business cards in the A.P.C. during the exhibition.

You may promote your show and reception via additional advertisement. However, due to our “private club” liquor license status, **you may not use words such as: bar, drink(s), alcohol, beer, etc. In addition, the use of any alcohol labels or logos in the advertisement(s) is not permitted.**

Reception: The opening reception time is traditionally 7:00 p.m. - 10:00 p.m.; however, if another time is more convenient, another span during club hours may be arranged with the Art Committee. We recommend that you provide appetizers for reception guests, but this is not required. The Press Club provides tables and tablecloths; please inform the art committee before your reception of your plans. Please provide an expected number guests to the bartender prior to the event so that the event can be staffed accordingly.

Guests: Please be advised that any non-members must sign into the A.P.C. at either of the two (2) sign-in sheet locations within the club (Front room, Green room). Your guests will be welcome to purchase alcoholic drinks (age permitting) at our bar as well as soft drinks or juices. Minors are permitted in other areas of the A.P.C., but are not allowed within the bar area (Red room). Please provide an expected number of guests to our bartender before the opening so that staffing can be arranged.

Again, we invite you and your guests to attend the A.P.C. during operating hours as our guests during your time of display. However, unattended guests should let the bartender know who they are and sign in under the

bartender's name.

Payments: We accept Visa, MasterCard, Discover Card, American Express, and of course, cash. We also accept checks made out to the Albuquerque Press Club or A.P.C. The bartender on duty is your cashier.

Payments to the artist for sales, less the commission to the A.P.C., will be provided to the Artist at our earliest convenience (time permitting, within a week of the end of Work's display period).

Possession: We encourage artwork to remain on Premises during your show. Each piece sold, but not removed by the patron at the end of Work's display period, will be marked to indicate that the piece is "Sold." Additionally, the patron and their contact number will be indicated on your Inventory List in order to notify the patron of the artwork removal date. These steps are done by the bartender on duty. Receipts are given by our bartender at the time of purchase and must be presented to our bartender at the time of artwork removal.

If patron insists on removing artwork before the end of the work's display period, we encourage that you provide additional artwork to replace the artwork sold and removed in order to promote additional sales as well as to maintain the uniform look of the show.

Removal: An Art Committee member must be present during removal of Work, at which time the Inventory List will be reviewed and Work released. Any outstanding money considerations will also be due. Should anything on either side prevent such, you may contact the A.P.C. at 505-243-8476 or the art committee atart@albuquerquepressclub.org.

ARTIST:

_____ (PRINT NAME)
(SIGNATURE) _____ (DATE) _____
(ADDRESS) _____ (ZIP) _____
(CITY) _____ (PHONE) _____
(APC Percentage Option) Check One: (A) 20% to APC _____ (B) 10% to APC + Art Donation _____

for ALBUQUERQUE PRESS CLUB:

201 Highland Park Circle Albuquerque, NM 87102 505-243-8476
Art Committee Representative: _____ (PRINT NAME)
(SIGNATURE) _____ (DATE) _____

Manager, ALBUQUERQUE PRESS CLUB:

(SIGNATURE) _____ (DATE) _____

