

Galerie Westerhoff

ARTIST and GALLERY RELEASE AND WAIVER OF LIABILITY

Galerie Westerhoff (Gallery) located at 5 Calvin Place, Metuchen, New Jersey is owned and operated by The Westerhoff Family Foundation (WFF) and the Westerhoff School of Music & Art (WSMA)

Artist name, address and phone number:

hereinafter referred to as “Artist.”

1. The Artist grants permission for their artwork to be displayed at the Gallery
2. The Artist hereby assumes all risks and hazards incidental to any participation in the display of their artwork at the Gallery .
3. Artwork exhibited must be appropriate for viewing by all ages of the general public. Artwork that is of an overtly sexual, racist, violent, libelous, slanderous, demoralizing, or discriminatory nature is strictly prohibited.
4. The Artist, warrants and represents that they are the sole legal owner of all right, title and interest in all Artwork and has the full right and authority to enter this Agreement and grant the rights granted in this Agreement.
5. The Artist is responsible for the delivery, pack, transport, provide for the return of their artwork and hanging the submitted artwork at their own risk and expense.
6. Gallery has outsourced the management of exhibitions and events to Earth Alive LLC who manages the registration, commissions and any other costs directly with artist and Galerie Westerhoff does not charge artist any amount for display. As per agreement with Earth Alive LLC the Artist is allowed to display a monetary value for the artwork and post their personal contact information near the artwork.
7. The Artist understands that the artwork is submitted to the Gallery and exhibited at the Artist’s own risk and that neither the Gallery, WFF or WSMA nor any of its officers, agents, and employees shall be responsible for theft, vandalism, fire, or any other damages or losses to the artwork. The Artist understands and agrees that the GALLER, WFF or WSMA makes no representations or warranties regarding the level of security in the Gallery. The Artist under-

stands and agrees that the Gallery, WFF or WSMA and its officers, agents, and employees will not be responsible for reimbursement or replacement of lost, stolen, or damaged items and that the Gallery, WFF or WSMA does not insure items such as the submitted artwork. The Artist understands and agrees that the Gallery, WFF and WSMA encourages the owner of the artwork or the owner's agent to obtain an insurance policy for the artwork or to obtain a rider on any existing policy for the duration of the exhibit.

8. Artist shall indemnify, save and hold harmless the Gallery, WFF and WSMA, its officers, directors, employees, volunteers and agents and the participating artist from any and all claims, demands, causes of action and judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising due to the negligence of Artist, their employees, agents or other personnel hereunder, including but not limited to any representation, warranty, term and/or condition of this Agreement.

9. The Artist agrees that the artwork will be on display for the period _____ to

Agreement and signature of Artist

_____ Date _____