**TERMS OF EXHIBITION AGREEMENT**

THIS AGREEMENT, entered into between [NAME] (“Artist”) and BLKARTHOUSE (“BAH”) (collectively “the Parties”), is effective and binding as of the date on which it is signed by all Parties (the “Effective Date”).

WHEREAS, BAH has assembled an exhibition entitled “The Essence of a Black Woman” (“Exhibition”); and WHEREAS, Artist intends to participate in such Exhibition, all on the terms and subject to the conditions set forth herein. NOW, THEREFORE, in consideration of the mutual promises agreed to herein, the Parties agree as follows:

1. THE EXHIBITION

a. This Agreement shall govern the Exhibition and Artwork displayed by the Artist in the Exhibition, from December 3, 2021 until December 27, 2021.

b. Artist appoints BAH as an agent for purposes of the Exhibition only. BAH shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.

c. Artist hereby warrants that Artist created and possesses unencumbered title and copyright to the Artwork, and that their descriptions are true and accurate. Artist warrants that Artwork is Original in nature and does not infringe on the intellectual property rights of any third party.

d. Artist warrants that Artwork is in Artist’s physical possession, and is currently stretched on canvas, or will be able to be stretched upon receipt.

e. Artist’s signature here confirms that Artist does not intend to request their return of their Artwork before the termination of the Exhibition.

f. Artist agrees that BAH shall retain a 35% commission on the value of Artwork sold for its services.

2. SHIPPING AND HANDLING

a. Packing, transportation of and handling expenses and risk of loss or damage incurred in the delivery of Artwork from the Artist to the Exhibition, shall be the responsibility of the Artist.

b. Artist agrees to ship Artwork to the designated address provided by BAH **by** **November 19, 2021.**

c. If BAH does not receive Artwork by **November 26, 2021**, BAH maintains the right to refuse featuring Artwork in the Exhibition.

d. Packing, transportation of and handling expenses and risk of loss or damage incurred in the delivery of Artwork from the Exhibition either to a Buyer or returned to the Artist, shall be the responsibility of BAH.

3. PARTY RESPONSIBILITIES

a. BAH shall be responsible for the safekeeping of Artwork while they are in its custody during the Exhibition, including when Artwork is in possession of third-party partners such as stretchers, installers, storage vendors, and rental space providers, subject to Artist insurance.

b. Title to Artwork shall remain with the Artist until the Artist has been paid in full for the Artwork; title then passes directly to the Buyer. All proceeds from the sale of the Artwork shall be held in trust for Artist and shall be distributed to Artist within seven (7) days of sale.

d. BAH shall not tend out, remove from Exhibition, or sell Artwork outside the scope of the Exhibition and this Agreement without written permission of Artist.

e. Artist shall be responsible for transmitting Artwork to digital format for purposes of the virtual Exhibition.

f. BAH shall return Artwork within a reasonable timeframe to Artist if not sold, but no later than thirty (30) days from the termination of the Exhibition.

g. Artist is responsible for insuring Artwork.

h. Artist agrees not to independently sell Artwork used in Exhibition during the duration of the Exhibition without written permission of BAH.

5. INTELLECTUAL PROPERTY

a. Artist reserves all rights to the reproduction of Artwork, unless noted in this Agreement.

b. BAH may arrange to have Artwork photographed to publicize and promote Artwork through the Exhibition, both for the physical and virtual Exhibition. In every instance of such use, Artist shall be acknowledged as the creator and copyright owner of Artwork.

c. BAH gives license to Artist to use the BAH logo, name, and trademark for purposes of promoting Artwork sold through Exhibition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective date. 

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[NAME] Tatiana Rice,

 CEO, BlkArthouse