

Town of Somerset
Town Hall Art Display
Informational Packet:

1. Requirements – to be reviewed by the Artist
2. Application – to be completed by the Artist and reviewed by the Town Council
3. Agreement – to be reviewed and signed/dated by the Artist, and signed/dated by the Town of Somerset upon acceptance of the Application
4. Notice of Acceptance – to be completed by the Town of Somerset upon acceptance of the Application and completion of the Agreement

Town of Somerset

Town Hall Art Display

Requirements

- Artist Eligibility:** The Town will consider all local artists, groups, or organizations, with a particular emphasis on artists (a) who currently live or have previously lived within the Town of Somerset, or (b) whose Artwork depicts or relates to the Town. The Town retains all rights, at its discretion, to accept or reject any application.
- Artwork Eligibility:** Artwork must be two-dimensional framed or mounted paintings; prints; sketches; textiles; or photographs. Any such submission must be able to be displayed by use of a cable-track picture-hanging system (example of which may be found at: <http://www.ashanging.com/en/cable-system/>).
- Application and Agreement:** The Artist must submit a completed Application to the Town of Somerset. The Application includes the Agreement, which sets out the terms and conditions that govern the display of Artwork at the Town Hall. The forms of the Application and of the Agreement are both included in this Informational Packet. Please sign and date the Agreement and submit it with your Application. Your Application will not be considered complete unless it includes a signed and dated Agreement.
- Notice of Acceptance:** The Mayor and the Town Council will review your completed Application (including your signed and dated Agreement). If your Artwork is accepted for display at the Town Hall, you will receive a Notice of Acceptance, which will specify your Exhibit Timeframe, and a complete copy of the Agreement signed by the Town of Somerset. The Notice of Acceptance may include a request for more information about the Artwork.
- Installation and Removal:** The Agreement contains important information about installation and removal of the Artwork. Please be sure to read these terms and conditions carefully, and contact the Town of Somerset if you have any questions.

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Application

Please use one sheet for each piece of Artwork that is covered by this Application. Please provide your name and the name of the Artwork as you would like to see it in public. If you have a photo of the Artwork, please attach it to this sheet.

Artist: _____ Best Means of Contact _____

Name of Artwork: _____

Medium: _____ Dimensions: _____

Requested Exhibit Timeframe: _____ Price (if for sale): \$ _____

Additional Description:

Relationship or Connection of Artist or Artwork to the Town of Somerset:

Please attach a short biography.

Town of Somerset

Town Hall Art Display

Agreement

Whereas, the Town of Somerset (the “Town”) desires to exhibit artwork within the Town Hall to provide a benefit to the Town and its residents, to promote the visual arts and artists, and to aesthetically enhance the Town Hall;

Whereas, the Town requires those artists, groups, or organizations that wish to exhibit artwork in the Town Hall (the “Applicant Artist”) to submit an Application, specifying the artwork for display (the “Artwork”), for review and approval by the Town; and

Whereas, the Town has the sole discretion to determine the suitability of th Artwork for display in the Town Hall, which includes, but is not limited to, factors such as space available, size, medium, topic and/or substance.

Now, therefore, for good and valuable consideration, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **WARRANTY:** The Applicant Artist warrants that the Artwork is an original creation of the Artist and will not infringe the copyright, trademark, or other intangible rights of any third party.
2. **ACCEPTANCE; DURATION OF EXHIBITION:** If the Artwork is accepted for exhibition, the Town will provide written notice to the Artist (the “Notice of Acceptance”) specifying the date(s) and duration of the exhibition of the Artwork (the “Exhibit Timeframe”).
3. **DELIVERY AND INSTALLATION:** All costs and expenses relating to the exhibition of the Artwork will be solely the responsibility of the Artist, including delivery, placing, securing, protecting, dismantling, removing, and insuring the Artwork. The Artist shall be liable for all damages to the property of the Town incurred in connection with the delivery, installation, or

removal of the Artwork. No alterations of woodwork, floors, walls or ceilings will be permitted. No adhesive tape, glue, thumbtacks, or other adhesives or devices are to be used to display the Artwork. The Artwork must not be affixed to the walls of the Town Hall. Artwork must have a title card, a one-sentence description of the medium and/or process, and the cost of the work in exact dollars and cents (e.g., \$125.00). The prohibitions on the installation and display of the Artwork also apply to these title cards and any other accompanying labels.

4. SALE OF ARTWORK: Purchase of the Artwork by any third-party is permitted. All such sales shall be made by check or money order, payable to the Artist. If a sale of the Artwork, or of any other piece of art by the Artist that is brought to the Town Hall by the Artist during the Exhibit Timeframe, is made, the Artist agrees to donate ten percent (10%) of the retail price of the sale to the Town of Somerset, 4510 Cumberland Avenue, Chevy Chase, MD 20815.

5. RETURN AND REMOVAL: All Artwork must be removed no later than the arranged time on the last day of the Exhibit Timeframe. The Artist is responsible for ensuring that the Town Hall will be open during the time scheduled for removal of the Artwork. Artists and buyers should bring their own wrapping materials. If the Artist fails to remove the Artwork within 48-hours of the end of the Exhibit Timeframe, a charge of \$5.00 per day may be charged for work left after the designated date for a period of 15 days. If after 15 days the Artist has failed to remove the Artwork, the Artwork may be discarded. The Artist shall be responsible for any and all costs and expenses associated with the Town's disposal of the Artwork.

6. TERMINATION; EXTENSION: The Town reserves the right to terminate any exhibition upon five (5) days' written notice to the Artist. If either party desires for the Exhibit Timeframe to be extended, such party may request by five (5) days' written notice a request for extension. Either party reserves the right to reject any such request for extension.

7. WAIVER AND INDEMNIFICATION: The Town provides no security or guarantee of or protection for the Artwork. The Artist assumes all risk of fire, theft, vandalism, or other damage

or harm to the Artwork. The Artist agrees to indemnify and hold harmless the Town, including its Mayor, Councilmembers, Officers, and Employees, both in their private and official capacities, and to indemnify the Town from and against legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of or relating to this Agreement, including negligent acts or omissions of the Town.

8. **NOTICE REQUIREMENTS:** Notice given under this Application and Agreement must be in writing and must be served either by depositing in the United States Mail, addressed to the party to be notified, or by delivering to such party via a hand delivery service, Federal Express, or any other courier service. Electronic transmission and delivery of notices under this Agreement shall also constitute written notices under the terms of this Agreement. Notice herewith shall be effective upon mailing to the address of the addressee within the relevant timeframe specified. For purposes of notice, the addresses of the parties are:

Town of Somerset
4510 Cumberland Avenue
Chevy Chase, MD 20815
T: (301) 657 – 3211
Email: town@townofsomerset.com

Artist: _____

T: _____
Email: _____

In witness whereof, the parties hereby execute this Agreement as of the date set forth below:

ARTIST:

Printed Name: _____

Signature: _____

Date: _____ / _____ / _____

TOWN OF SOMERSET:

Printed Name: _____

Signature: _____

Title: _____

Date: _____ / _____ / _____

Town of Somerset
Town Hall Art Display
Notice of Acceptance

Except as may be set forth below, the Town of Somerset has accepted the Application and Agreement regarding the display of your Artwork in the Town Hall that you submitted on _____ (date). (Defined terms used in this Notice of Acceptance have the meanings set forth in the Agreement.)

Exceptions, if any, to the Artwork approved for display: _____

Confirmation of the Exhibit Timeframe: _____

The Town of Somerset has counter-signed the Agreement. A complete copy of the signed Agreement is attached to this Notice of Acceptance.

Please do not hesitate to contact the Town if you have any questions regarding your upcoming display at the Town Hall.

Town of Somerset:

Signature: _____

Name: _____

Title: _____

Date: _____