



## Lewiston Council on the Arts

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Date | Time Received

# Opera Hall Galleries Artist Agreement

Artist's Name: (Individual or Organization) \_\_\_\_\_

Contact Person: (if Organization) \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(street) (city) (state) (zip)

Street Address: \_\_\_\_\_  
(street) (city) (state) (zip)

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Space to be Rented: Approximately 3 feet x 10 feet of wall space

Period of Rental: Month to month

Purpose of Rental: Art display

**"Opera Hall Galleries" refers to the property at 736 Center Street, Lewiston, New York 14092**

### **Rental Period**

This agreement is a non-terminating, monthly agreement. It may be cancelled by Opera Hall Galleries or Artist with 30-days written notice.

### **Rental Terms**

- One section of wall space 3' wide x 10' high on which to display your artwork. If the work is free-standing, 3' square x 10' high. Spaces may vary slightly.
- Gallery hours are Monday – closed, Tues thru Saturday 10:00am to 6:00pm and Sundays noon – 4pm
- Monthly rental fee of \$25.00 is due on the first business day of each month. Please make checks payable to Lewiston Council on the Arts, P.O. Box 1, Lewiston NY 14092.
- Each artist agrees to cover one 4-hour shift per month to staff the gallery and process sales. Schedule will be posted at Opera Hall Galleries. If you cannot fulfill this obligation on your scheduled day, it is YOUR responsibility to get your shift covered by someone else.
- No commission will be taken on sales, however credit card sales will have a 3% processing fee deducted from proceeds and credit card sales will be paid to the artist within 7 days of the sale (net of the 3% processing fee).
- Garbage removal (Artists are expected to remove their own garbage.)

### **Not Included in your Rental**

- Renter's/Tenant Insurance

### **Release, Covenant Not To Sue, and Indemnification Agreement**

As an inducement for and in consideration for the undersigned's rental of a space from Opera Hall Galleries, the undersigned hereby indemnifies and holds harmless Lewiston Council on the Arts, their directors, officers, employees and agents from and against any and all injuries, damages, claims, actions, causes of action, liability (including liability for negligence), and expenses (including without limitation reasonable attorney's fees) arising from or in any manner connected with the rental and use of said facility by the undersigned.

### **I have read and agree to the terms outlined in this agreement.**

Artist Signature \_\_\_\_\_ Date \_\_\_\_\_

Opera Hall Galleries Representative \_\_\_\_\_ Date \_\_\_\_\_

### **I am enclosing:**

- \$25 check made payable to Lewiston Council on the Arts for first month's rent (November 2010)
- 5 images representative of the work I'll be showing in the Opera House Galleries.