

EXHIBITION AGREEMENT

**(A signed copy of this Exhibition Agreement must be submitted to the Hall of Fame
no later than February 1, 2013)**

This letter sets forth the agreement between [REDACTED] (“Artist”) and the American Quarter Horse Foundation (“Foundation”) with respect to Artist’s participation in the “*America’s Horse in Art*” Show & Sale 2013 (“Art Show”) at the Foundation’s Hall of Fame & Museum (“Hall of Fame”).

The conditions of Artist’s participation in Art Show are as follows:

1. Artist will provide two (2) pieces, but no more than four (4), works of art for sale at the Art Show. **The works of art (hereafter “Works”) shall be of such nature as to be associated with and/or depict the “American Quarter Horse Lifestyle”.** Unless otherwise waived by the Hall of Fame, Works provided for Art Show (a) shall be new original Works and (b) have not been previously displayed at the Hall of Fame.
2. Unless otherwise waived by the Hall of Fame, Artist agrees that two-dimensional Works shall be no larger than 30” x 40” (or 1140 sq. inches, including frame). Artist also agrees to have such Works framed (no gallery wrapped paintings) and equipped with wire for hanging (no saw tooth hooks). Screws should be placed 1/3 of the way down from the top of frame.
3. Unless otherwise waived by the Hall of Fame, Artist agrees that three-dimensional Works submitted (e.g., sculptures) shall be of such size as to be able to be displayed on a 24” x 24” pedestal with no turn tables. There is a strict limit of 16 pedestals for the show. All three-dimensional Works must have a firmly attached base and may not exceed 100 lbs.
4. Prior to shipping actual Works to Hall of Fame, Artist agrees to submit **photographs** of the Works to the Hall of Fame on or before **May 15, 2013**. Failure to submit such photographs shall make the Works ineligible to be included in the Art Show. A selection committee shall review such photographs. On or before **June 1, 2013**, selection committee shall inform Artist which Works to send to the Hall of Fame.
5. Artist agrees to submit to the Hall of Fame his/her **Exhibition List** on or before **May 1, 2013**. The Exhibition List must include dimensions (including frame), titles, sale price and a brief description of the Works. Sculptors must include weight, edition number and the number of additional Works available for purchase.
6. Hall of Fame must receive all Works no later than **July 1, 2013**. Works received after July 1, 2013 shall be ineligible to be included in the Art Show. After receiving actual Works, the selection committee shall make a final determination regarding which Works will be included in the Art Show. The Hall of Fame, in its sole discretion, may decline to exhibit any Works or parts thereof.
7. A printed catalog featuring all Artists will be prepared for the Art Show. Artist agrees to submit the following for use in the catalog: (a) updated photograph of Artist and (b) updated

biographical information of Artist. The printed and online catalog will include only images/information received by **July 1, 2013**. Artist will be provided copies of the printed catalog at no cost with a limit of ten (10). Artist may purchase additional copies of the printed catalog at cost but must place an order for such copies by **July 1, 2013**.

8. If applicable, the Hall of Fame would like to contact specific collectors and/or galleries that the Artist would like contacted or invited. Please provide the names, addresses and telephone numbers or e-mail addresses for any such collector and/or gallery the Artist would like contacted prior to **July 1, 2013**.
9. Works will remain on exhibition for the general public's viewing and purchase during the time period **August 10 – November 9, 2013**. The sale of Works shall commence on August 10, 2013 (opening day/Artists' reception). Works that are not sold on August 10 shall continue to be available for sale to the general public through November 9, 2013 on a first-come first-serve basis. Regardless of whether a Work is sold, all Works shall remain on exhibit at the Hall of Fame during the time period August 10 - November 9, 2013.
10. The Art Show is a fundraising event for the Hall of Fame. Artist agrees that the Hall of Fame will retain 30% of the Sales Price of all Artists' Works sold in connection with Art Show. The Sales Price for a Work shall be listed on the Exhibition List described in paragraph 5 above. The Sales Price submitted by Artist shall be considered a reserve bid, and the Hall of Fame will not sell a Work below such reserve bid.

Any monies realized beyond the Artist's set Sales Price will be retained by the Hall of Fame. For example, if Artist assigns a \$1,000 Sales Price for a particular Work, and such Work sells for \$1,250, the Hall of Fame will retain \$550 (\$300 + \$250) and Artist will receive \$700.

Notwithstanding the above provisions, the Artist, if he/she so chooses, may elect to donate (a) all monies or (b) monies greater than the percentage described above regarding a particular Work to the Hall of Fame. Artist may elect same by indicating such election on the Exhibition List.

11. Hall of Fame shall be responsible for collecting and remitting sales tax related to Works that are sold during Art Show to the appropriate agency.
12. The balance of the sale price of Works sold during Art Show (net of commission retained by Hall of Fame) will be paid to Artist upon payment in full by the purchaser to Hall of Fame.
13. If the purchaser of a Work for any reason fails to pay the full purchase price, the Work will not be delivered to the would-be purchaser, but shall be returned to Artist. In that event, Hall of Fame will retain 30% of the amount deposited by purchaser, if any, and remit the balance of such deposit to Artist. This provision reflects the sole remedy of Artist should a purchaser fail to pay the full purchase price and Artist agrees that the Hall of Fame shall only be obligated to return the Work back to the Artist plus the portion of the deposit as described immediately above.
14. Artist may contact the Hall of Fame to confirm whether the submitted Works have sold. Inquiries concerning sales status and payments for sold Works should be made to the Hall of Fame

Curator at (806) 376-5181. For Works sold as a result of the Art Show, the Hall of Fame will mail a check to the Artist no later than **December 14, 2013**.

15. In regard to sculptures, Artist shall inform the Hall of Fame in writing whether additional castings are available for sale. If additional castings are available for sale, and if such additional castings are purchased at the Art Show, Artist will ship additional piece(s) purchased directly to purchaser(s). The Hall of Fame will furnish Artist a list of the additional purchasers along with contact information on or before **November 15, 2013**. Monies received from additional purchasers referenced in the immediately preceding sentence shall be handled/distributed in accordance with the provisions of this Agreement. Artist agrees to ship the additionally sold castings on or before **December 31, 2013**.
16. This Agreement does not transfer the ownership of or copyright in any of the Works submitted by the Artist. The Artist agrees that the Works may be photographed or reproduced for the following purposes:
 - (a) the Art Show catalogs;
 - (b) critical review;
 - (c) publicity/advertising of the Art Show, including, but not limited to, the Hall of Fame website;
 - (d) archive, the purpose of which is to provide (i) a record of the Art Show history of the Hall of Fame; (ii) a non-lending reference and research resource; (iii) a non-commercial archive; and/or (iv) condition reports of the Works for insurance purposes

All biographies and photographs of Artist may also be used for the purposes described above. It is also understood that Works on exhibit may be photographed by the general public without the use of flash or tripod.

Artist waives any right to royalties or other compensation arising or relating to the photographs, reproductions and biographies which are used for the purposes described above.

17. The Hall of Fame will provide the Works the same care as it does comparable property of its own. Works will be protected from fire, theft, mishandling, and extremes of light, temperature, and humidity while in Hall of Fame's custody. It is understood by Artist and Hall of Fame that all Works are subject to gradual inherent deterioration for which neither party is responsible. The Artist certifies that the Works are in such condition as to withstand ordinary strains of packing and transportation.
18. While physically at the Hall of Fame, Works will be insured by the Hall of Fame under an all-risk policy subject to policy terms and conditions. Insurance will be placed on the Works in the amount specified by Artist on the Exhibition List, which must reflect fair market value at the time of the loan. Said value is not to be considered an appraisal. The amount payable by an insurance policy is the sole recovery available to the Artist in the event of loss or damage.

19. Works should be shipped, at Artist's expense, to the following address:

**American Quarter Horse Hall of Fame & Museum,
Attention: Crystal Phares, Curator
2601 East I-40, Amarillo, Texas 79104
(806) 376-5181**

Artist should place his/her name and shipping address (no Post Office Box or Rural Route) in the upper left corner of the package. Artist shall pay all shipping, crating and insurance costs related to the delivery and pickup of Works from Artist to Hall of Fame.

20. Unsold Works will be repacked and available for pickup beginning **November 11, 2013**. Works may be picked up at Hall of Fame's loading dock Monday-Friday, **8:15 a.m. to 3:45 p.m.** An appointment is not necessary, except as to over-sized Works, if pick up will occur between 8:15 a.m. and 3:45 p.m. Monday through Friday. Artist must provide photo identification when picking up Works. **If someone other than Artist will be picking up Works, the Curator's office (806-376-5181) must be notified.**
21. Shipped or hand-delivered Works must be removed from the American Quarter Horse Hall of Fame & Museum premises by **December 1, 2013. No exceptions.** If you are unable to contact your shipper or pick up the Works, the Hall of Fame will arrange for shipping at Artist's expense. Artists are responsible for paying for return shipment or pickup of unsold artwork.
22. If Artist anticipates personally delivering Works but requesting Hall of Fame to arrange for return transport of such Works, Artist shall contact the Curator to discuss Artist's return shipping company preference and payment of return shipping.
23. Artist arranging for shipping will allow up to 4 – 6 weeks for receipt following **November 11, 2013**. Faster delivery may be requested by contacting the Curator no later than **November 11, 2013**, but faster delivery cannot be guaranteed. No shipments will be processed earlier than **November 18, 2013**.
24. All Works will be returned to the address on the Exhibition Agreement unless Artist provides Curator with an alternative shipping address prior to the close of the Art Show. Most carriers do not deliver to post office boxes. If Artist's address on the Exhibition Agreement is a post office box, Artist must provide an alternate physical address for return shipment, or risk an additional delay of return shipment.

25. All travel expenses, meals, and accommodations associated with Artist's participation in Art Show are the sole responsibility of Artist.

AGREED:

Artist Signature

Date

American Quarter Horse Foundation

Crystal Phares
Curator

Date

Important Dates and Deadlines:

- **February 1, 2013** = deadline to return RSVP page, a copy of the signed Exhibition Agreement and completed W-9 forms
- May 1, 2013 deadline to submit Exhibition List to Hall of Fame
- May 15, 2013 = deadline to submit photographs of Works to Hall of Fame
- **June 1, 2013** = selection committee shall inform Artist which Works to send to the Hall of Fame
- **July 1, 2013** = deadline by which Hall of Fame must receive all Works
- **July 1, 2013** = deadline for Artist to submit updated photograph and biographical information of Artist for use in catalog. Artist may purchase additional copies of the printed catalog at cost but must place an order for such copies by July 1, 2013 (automatically receive 10 free copies)
- **July 1, 2013** = deadline to provide names, addresses and telephone numbers or e-mail addresses for collectors and/or galleries the Artist would like contacted regarding the Art Show
- **August 10, 2013** = Art Show opening and reception
- **August 10 – November 9, 2013** = Works will remain on exhibition for the general public's viewing and purchase
- **November 11, 2013** = unsold Works will be available for pickup
- **December 14, 2013** = deadline by which Hall of Fame will mail a check to the Artist for Works sold as a result of the Art Show

***“America’s Horse in Art”
Show & Sale 2013 RSVP***

Artist Name: _____

- Yes, I will participate and attend the reception and Art Show on Saturday, August 10, 2013.
- Yes, I will participate by submitting Works, but I will be unable to attend the reception and Art Show on Saturday, August 10, 2013.
- No, I will be unable to participate in the 2013 Art Show, but please invite me for future shows.
- No, I am not interested in participating in Hall of Fame Art Shows.

*If you answered “No” above, please return top portion of this page.
If you answered “Yes” above, please do the following:*

1. indicate how your name should appear for labeling and publicity in the lines below;
2. sign the Exhibition Agreement;
3. complete and sign the W-9 forms provided;
4. return this page, a copy of the signed Exhibition Agreement and completed W-9 forms to the following address on or before **FEBRUARY 1, 2013:**

American Quarter Horse Hall of Fame & Museum,
Attention: Crystal Phares
2601 East I-40, Amarillo, Texas 79104
Fax (806) 376-5807
e-mail: CPhares@aqha.org

Name (please print)

Address* _____ (No P.O. Boxes)

City _____ State _____ Zip _____

Daytime Telephone Number _____

Fax _____ E-Mail Address _____

*The address will be used for shipping purposes.

Number of Works you will be submitting to the Art Show _____ (Max 4)

Medium of Works you will be submitting to the Art Show:

