ARTIST'S EXHIBITION AGREEMENT

The City of Folsom ("City") has determined that the expansion of arts and cultural activities within the city will benefit the citizens and will further expand economic development of the city. Visual art enhances public spaces and invites public participation and interaction in these spaces. It also provides artists with new opportunities to participate in the cultural life of our city. The fine arts exhibition program in this location will provide community access to a wide variety of art by regional and national artists, area museum collections as well as national traveling exhibitions.

The City expressly reserves all rights to select the artwork it deems suitable for public display, to reject any artwork for any or no reason, as well as to select the display location suitable for the selected work. No Artist/Exhibitor ("Artist") shall be deemed to have any right to display any artwork by virtue of this public display program or this agreement.

Therefore, the City and:

Artist/Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

Agree to a public exhibit of artwork starting on the date of **6/26/2026** and concluding on **8/20/2026.**

The Artist will deliver all work ready for display between **10 and 11 AM on 6/26/2026** - framed, mounted, or as otherwise appropriate for safe and secure public display along with 2x3 inch typed caption with title, artist name, medium and price. The risk of loss remains with the Artist for all fragile, hazardous, or poorly prepared artwork. Any special display requirements must be provided by the Artist and approved by the Parks and Recreation staff prior to the installation.

The Artist may offer art for sale with a 30% commission to the City during the display dates set forth above. Any artwork sold during the exhibition must remain on display until the end date of the exhibition as stated above. All sale prices must be identified prior to the start of the exhibition and may not be changed during the course of the exhibition. The Artist hereby authorizes the City to sell artwork identified by the Artist as being for sale from the exhibition for the price authorized by the Artist. Title to the artwork shall pass to the purchaser upon payment in full to the City. Unless otherwise stipulated, the Artist reserves all reproduction rights, including the right to claim statutory copyright in the artwork. The Artist grants the City the irrevocable right and permission to use their artwork, photographs of their artwork, or photographs taken by the Artist of their artwork for publication in the news media, the internet or in other displays for educational or promotional purposes.

All sales will be made out to the "City of Folsom" and totaled at the end of the exhibition. The City will mail the Artist a check for 70% of the net total sales, less applicable and collected taxes on the entire sales price, within thirty (30) days after the end date of the exhibition. The City shall be responsible for charging and collecting all applicable sales tax and remitting to the appropriate taxing authority.

All reasonable care will be taken to properly handle artwork at the display area. Artwork will be insured by the City for the value specified by the Artist and as agreed to by the City as described below during installation, exhibition, and

removal. If art is offered for sale, the Artist agrees that only the Artist's portion (70%) of the identified sale price will be insured, and that title to the insured artwork will pass to the City upon payment for an insured loss. Proof of prior sales value for similar items must accompany any claim for loss or damage; otherwise only substantiated artist's material costs will be paid. The Artist agrees and acknowledges that the maximum amount of insured coverage for the Artist's artwork on display for the time period set forth above is $ _____ (70% total value from attached inventory). In no case will City insurance compensate the Artist for more than this amount.

Parks and Recreation staff will be responsible for the selection, installation, placement, and removal of artwork within public display areas. Arts organizations may volunteer to install and remove their work for exhibit under the direction of staff. Exceptions to this policy must be approved prior to the installation of the artwork.

The City reserves the right to move or remove any or all of the art displayed at any time without cause or reason. In the event the artwork is removed by the City prior to public display dates above, the Artist will be notified at the email address listed above and the artwork must be retrieved by the Artist within five (5) business days or the Artist will be subject to the storage fees set forth in the next paragraph.

The Artist agrees to remove all artwork from display on **8/21/2026 between 10 and 11am**. Any artwork remaining after three (3) business days will be removed by the City and subject to a storage fee of $3.00 per art piece per day. Artwork will not be insured at this time, including removal and storage. If any artwork is not claimed after thirty (30) days, it will be deemed abandoned and become the property of the City.

Artist shall indemnify, protect, defend, save and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Artist or Artist's employees, agents or volunteers during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Artist or Artist's employees, agents or volunteers except if caused by the sole active negligence or willful misconduct of the City. It is understood that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall survive the expiration or termination of this Agreement. By execution of this Agreement, Artist acknowledges and agrees to the provisions of the section and that it is a material element of consideration.

I AGREE TO ALL THE TERMS AND RECITALS SET FORTH IN THIS AGREEMENT:

Artist/Exhibitor (signature) _____

City of Folsom (City Representative) _____

ARTWORK DESCRIPTION

Title	Media	Size (W x L)	Price (Inc. 30%)	Value if NFS

_____ _____

Delivered by Artist / Date Accepted by Staff / Date

_____ _____

Removed by Artist / Date Returned by Staff / Date