

COURTING ART

CONTEST AND EXHIBITION TERMS AND CONDITIONS

“MONTCO IN MOTION”

Exhibitor agrees to loan Artwork to Montgomery Bar Association/Montgomery County Community College (MBA/MCCC) for the Exhibition at the Montgomery County Community College Fine Arts Center (MCCC-FAC), at no charge. An itemized listing of each item comprising the Artwork, along with the “declared fair market value” of each item comprising the Artwork, may be attached the back of the artwork and included with the submission application upon delivery.

Exhibitor is and shall be responsible for all arrangements necessary to properly and safely deliver the Artwork (ready for installation and/or hanging) to the MCCC-FAC, located at 340 Dekalb Pike, Blue Bell, PA 19422 during the hours of 12:00 pm to 7:00 pm on **Wednesday, May 4, 2016**, where it will be received by volunteers, employees and/or students working under the supervision and direction of contracted MCCC personnel. Artwork may not be removed from the Exhibition prior to the Exhibition closing on May 25, 2016. Exhibitor is and shall be responsible for the delivery of the Artwork on May 4, 2016, the pick-up of the Artwork at, and removal of the Artwork from the MCCC-FAC on a date to be determined. Exhibitor will be notified via phone by MCCC-FAC or MBA/MCCC staff between May 4, 2016 and May 25, 2016 when artwork may be picked up (the “Removal Date”). Exhibitor acknowledges that MBA/MCCC shall not be required to store the Artwork. If Exhibitor fails to pick-up the Artwork as scheduled, MBA/MCCC may, in its discretion, place the Artwork in storage at the sole risk and expense of the Exhibitor. Exhibitor assumes all risk of loss or damage to Exhibitor’s Artwork while in transit to and from the Location, and undertakes all responsibility for packaging of the Artwork for shipment to and from the Location. Except with respect to any claims submitted prior to such date or as otherwise set forth in this Agreement, the Term of this Agreement shall expire thirty (30) days after the Removal Date.

Exhibitor agrees to and shall be responsible for all costs and expenses associated with any special transportation, installation and/or display requirements unless otherwise specifically agreed upon, and approved of, in advance, and in writing, by MBA/MCCC. MBA/MCCC will exercise the same care with respect to the Exhibition and the Artwork as it does in the safekeeping of comparable works owned by MBA/MCCC. Exhibitor understands and acknowledges that there is no humidity control or art security system at the Location. Exhibitor assumes any and all risk of damage to the Artwork exhibited at the Location due to the absence of such systems.

Upon delivery, Exhibitor may provide MBA/MCCC with written information about the Artwork to be used in press releases and Exhibition signage, including credit lines and biographies. Exhibitor represents and warrants to MBA/MCCC that items comprising the Artwork exhibited at the Location as part of the Exhibition do not violate any local, state or federal laws. Exhibitor further represents and warrants to MBA/MCCC that Exhibitor created the Artwork and is the legal owner of, and owns all intellectual property rights in and to, the Artwork, and has the legal right to convey the rights to MBA/MCCC contemplated by this Agreement.

Exhibitor agrees that MBA/MCCC, the general public and/or the news media, shall have the right, at no cost, to photograph, film and/or videotape any or all of the Artwork exhibited as part of the Exhibition, with a credit line, where applicable, for the purpose of publicizing and/or documenting the Exhibition. Exhibitor likewise consents to the publication in printed news media and/or broadcasting by television and/or radio of Exhibitor's name, a photographic or broadcast image of the Artwork (or any of it) on display, and any of the information in Exhibitor's resume or vita. In addition to the foregoing, Exhibitor grants to MBA/MCCC perpetual reproduction rights to and for the Artwork where the image of the Artwork appears in normal background photography, and/or in archival, educational and/or promotion materials of and/or for MBA/MCCC. In the event that the Exhibitor's Artwork is selected as a winning piece, Exhibitor grants MBA/MCCC the right to reproduce the Artwork and install the reproduction in the Montgomery County Family Court Conciliators Building (321 Swede Street, Norristown, PA 19401) on a permanent basis. The Exhibitor will have no further ownership interest in the reproduced Artwork.

MBA/MCCC personnel will not undertake any conservation work or repair of any of the items comprising the Artwork included in the Exhibition at the Location. MBA/MCCC personnel will maintain basic janitorial measures in the Exhibition area. In case of emergency or other reasonable cause, items comprising the Artwork may be removed by MBA/MCCC personnel and moved to a secure Location. MBA/MCCC will exercise reasonable care in fulfilling its duties as set forth in this Agreement.

MCCC will provide insurance coverage for the Artwork while at the Location and in MCCC's care, custody or control, according to the terms and conditions of MCCC's fine arts insurance policy (the "Fine Arts Policy"). Under the Fine Arts Policy, items are insured for their "fair market value." If Exhibitor maintains Exhibitor's own insurance, Exhibitor's insurance coverage shall be primary; and shall include a waiver of subrogation in favor of MBA/MCCC. In addition:

A. In the event of a loss or damage, it shall be Exhibitor's responsibility to establish, to the satisfaction of the Fine Arts Policy underwriter, that the declared value is the "fair market value" of the applicable item comprising the Artwork. The failure by Exhibitor to demonstrate, to the satisfaction of the Fine Arts Policy underwriter, that there have been previous sales of Exhibitor's works sufficient to document that the declared value placed upon the Artwork represents the "fair market value" thereof, may result in a determination by the Fine Arts Policy underwriter, in its sole discretion, that Exhibitor is only to be reimbursed for Exhibitor's documented shop rate time, and for the cost incurred by Exhibitor for related materials and other expenses, which determination shall be final for any and all purposes.

B. In no event will MBA/MCCC be liable to Exhibitor for any loss of and/or damage to the Artwork in excess of the amount of any insurance recovery from MCCC's Fine Arts Policy, for any loss of and/or damage to the Artwork due to causes excluded from coverage under MCCC's Fine Arts Policy, and/or for any incidental or consequential damages. MBA/MCCC will provide Exhibitor with a certificate of the Fine Arts Policy coverage upon written request by Exhibitor therefor. Under no circumstances will the amount of insurance coverage provided by MCCC constitute and/or be considered an appraisal.

Except as contemplated above, Exhibitor agrees to indemnify, defend, release and hold harmless MBA/MCCC, its directors, trustees, officers, employees, agents, committee members and representatives, from and against all claims by third parties, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned or caused by a negligent act, error or omission of MBA/MCCC, and/or any of its directors, trustees, officers, employees, agents or representatives, while in the exercise of performance of any services, rights or duties under this Agreement. The release and indemnity provided shall not apply to any liability resulting from the gross negligence of MBA/MCCC, its directors, trustees, officers, employees, agents and representatives, in instances where such gross negligence is the direct cause of personal injury, death or property damage. These provisions are solely for the benefit of the parties to this Agreement, and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

Participation in the Exhibition and/or Contest does not create an employer-employee relationship between Exhibitor and MBA/MCCC, or any other relationship whatsoever, except for the relationship of space provider and exhibitor. All services rendered hereunder by Exhibitor shall be supplied as an independent contractor, and in no event shall Exhibitor be or act as agent, partner, employee, tenant, licensee or joint venturer, or as any other representative whatsoever, of MBA/MCCC or the Exhibition.

Other Provisions.

A. Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto with respect to the matters contemplated hereby, and all prior and contemporaneous correspondence, agreements, understandings, representations and/or statements, oral or written, with regard thereto are deemed to be merged into this Agreement. Exhibits to this Agreement constitute a part hereof.

B. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

C. Modification; Headings; Counterparts; Interpretation. Neither this Agreement nor any provision hereof may be waived, modified or amended, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

Any descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document. The parties acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Any notice to be given or to be served upon either party hereto in connection with this Agreement must be in writing and must be given by certified mail, return receipt requested. Such notices shall be given to the parties at the following addresses:

MBA: Montgomery Bar Association
 100 West Airy Street
 P.O. Box 268
 Norristown, PA 19404-0268
 Attention: _____

MCCC: Montgomery County Community College
 340 DeKalb Pike
 Blue Bell, PA 19422
 Attention: _____

Exhibitor: Contact information to be specified on the
 Courting Art Submission Application

Any party hereto may, at any time by giving at least three (3) days prior written notice to the other party, designate any other address in substitution of the foregoing address to which such notices shall be given and/or other parties to whom copies of notices hereunder shall be sent.