MARSHALL COUNTY ART GUILD
GALLERY & STUDIO
ARTIST RELEASE AND WAIVER OF LIABILITY

Date: _____

Artist Name: _____

Business Name (if applicable): _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

ARTIST AGREEMENT

I, the undersigned artist, voluntarily submit artwork to the Marshall County Art Guild & Gallery ("MCAG") for display, exhibit, promotion, and/or sale. I affirm and represent that: • I am the sole creator and legal owner of the submitted artwork, or I have full authority to display and sell the artwork.
• The artwork does not knowingly infringe upon any copyright, trademark, intellectual property, or proprietary rights of another person or entity.
• I have the legal right to enter into this agreement and grant the permissions described herein.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I understand that participation in gallery activities and the display of artwork may involve certain risks, including but not limited to loss, theft, damage, or deterioration of artwork. By signing this agreement, I voluntarily assume all such risks and agree to release, indemnify, and hold harmless the Marshall County Art Guild & Gallery, its officers, board members, employees, volunteers, instructors, members, and representatives from any and all liability, claims, demands, damages, or causes of action arising from participation in gallery activities, display or storage of artwork, sale or handling of artwork, loss of or damage to submitted artwork, or use of gallery facilities. This release applies except in cases of gross negligence or intentional misconduct.

SALES, COMMISSIONS, AND TAXES

I understand and agree that: • MCAG serves as a liaison between artists and purchasers.
• Artwork sold through the gallery will be subject to the following commission structure:

- Members: 20% commission
- Non-members: 40% commission

• Applicable Tennessee sales tax may be collected on all sales.
• The artist is responsible for reporting and paying all applicable taxes related to artwork sales unless otherwise required by law.

• Payments to artists for sales will generally be issued monthly for the prior month's sales, minus commissions and applicable fees.

ARTWORK PICKUP AND ABANDONED PROPERTY

Artists may remove or exchange artwork at approved times in accordance with gallery procedures and scheduled pickup dates. Artists are responsible for signing artwork in and out through the gallery inventory or log system. By signing or initialing gallery records, the artist acknowledges ownership of the artwork and confirms its condition at the time of release. The Marshall County Art Guild & Gallery ("MCAG") will take reasonable precautions to protect submitted artwork from loss or damage; however, MCAG, its officers, volunteers, employees, and representatives shall not be responsible for loss, theft, or damage to artwork while in the possession of the gallery. Artists are responsible for retrieving artwork during designated pickup periods or by approved appointment. If artwork is not picked up within the stated pickup timeframe and no prior arrangements have been made with the gallery, the artwork may be considered abandoned property. Artwork abandoned for more than six (6) months, or artwork not picked up within a special event or exhibition pickup period without approved arrangements, may become the property of MCAG. The Guild reserves the right to sell, donate, dispose of, or otherwise manage abandoned artwork at its discretion. Non-member artists participating in temporary exhibits or community art events must retrieve artwork promptly at the conclusion of the event unless other arrangements have been approved by MCAG in writing.

PHOTO AND MEDIA RELEASE

I grant permission to the Marshall County Art Guild & Gallery to photograph, videotape, and reproduce images of me and/or my artwork for educational, promotional, publicity, marketing, archival, website, and social media purposes without compensation.

CONDITION OF ARTWORK

By signing this agreement and/or initialing gallery inventory records, I acknowledge that the submitted artwork is my property and is in acceptable condition at the time of submission or release.

ENTIRE AGREEMENT

I have carefully read and understand this Artist Release and Waiver of Liability. I voluntarily agree to all terms and conditions stated above.

Artist Signature: _____ Date: _____

Printed Name: _____

Gallery Representative: _____ Date: _____