Frederick Health Crestwood Art Gallery	
Art Exhibit Agreement	
Artists name:	**Name of Artwork: #1**
Address:	**Medium:**
City:	**Size:**
County:	**Price:**
State:	
Zip code:	**Name of Artwork: #2**
Home phone number:	**Medium:**
Cell phone number:	**Size:**
Email Address:	**Price:**

General Terms and Conditions

The Exhibitor/Artist identified above ("Artist") desires to display the artwork identified above (the "Artwork") in certain specified areas of Frederick Health located along Crestwood Boulevard, Frederick, Maryland ("Crestwood"). Frederick Health ("FH") has agreed to permit the Artist to display the Artwork at Crestwood, provided that the Artist agree to the terms and conditions set forth in this agreement ("Agreement"). Accordingly, in consideration of the mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Artist and FH agree as follows:

1. Display of Artwork. The Artist agrees to deliver the Artwork for display to FHH's designated individual and location at a specified time and date to be determined prior to the opening of the show in accordance with Appendix A. It is agreed that the anticipated display dates set forth on Appendix A are subject to change by FH in its sole and absolute discretion. Please also refer to Appendix A for specific requirements for the Artwork submission. The Artist shall be responsible for delivering the Artwork in "ready for hanging" condition, with the Artwork appropriately framed and fitted with wire or other hanging devices (please refer to website for framing guidelines). The specific display location of the Artwork in Frederick Health Crestwood is also subject to FH's sole and absolute discretion, and FH reserves the right, in its sole and absolute discretion, to refuse to display any Artwork it deems distasteful, objectionable, offensive, and/or not otherwise fitting or compatible with the overall nature and environment of the Woman's Center and/or for any other reason FH deems proper.

2. Warranty of Ownership. The Artist represents and warrants to FH that the Artwork is the original creation of the Artist, and it is not in violation of any copyright, trademark or other similar laws and regulations. The Artist shall indemnify and hold FH harmless from and against any claims, damages, expenses and related liabilities relating to the breach of such warranty.

3. Right to Photograph, Publish. The Artist acknowledges and agrees that the Artwork may from time to time be photographed for publicity or educational purposes and/or included in various publications of FH, and Artist does hereby grant FH the irrevocable right to use photographic and other media copies of the Artwork for such purposes without charge or fee.

4. Sale of Artwork. The Artist shall have the right to place a "for sale" price on the Artwork. FH requests that upon the sale of the Artwork, thirty percent (30%) of the sales price of the Artwork be donated to the 'Frederick Health Auxiliary' A receipt for this donation will be provided for tax purposes. The Artist shall immediately notify FH in writing if it has sold the Artwork and/or otherwise received an offer to purchase the Artwork.

5. Post Display Procedures. The Artist agrees to pick up the Artwork from FH by the established deadline and/or within 10 days of written notice from FH. If the Artist fails to pick up the

Artwork within 90 days after written notice from FH, then such Artwork shall become the property of FH, and FH shall have the unilateral right to dispose of the Artwork in any manner it desires, including without limitation, through a private sale (with such proceeds being retained by FH). The Artist shall not remove the Artwork from the display. The Artist may upon 10 working days written notice request that the Artwork be removed from the display and returned to the Artist. Upon receipt of such written notice, FH agrees to promptly remove the Artwork from its display, and notify the Artist that the Artwork may be picked up.

6. Nature of Relationship. It is agreed that FH has agreed to display the Artwork at the request of the Artist and for the Artist's convenience. The Artist understands and agrees that the acceptance of the Artwork and its display under the terms of this Agreement, and the relationship created hereunder shall not be deemed to create a bailment or other similar relationship and/or no deposit of goods for safekeeping shall be intended or created hereunder. The Artwork shall at all times remain the property of the Artist, and nothing in this Agreement shall be deemed to transfer or assign any rights in the Artwork to FH.

7. Limitation of Liability. It is acknowledged and agreed that the Artwork shall be accepted by FH and otherwise stored and displayed by FH in accordance with the terms of this Agreement at the sole risk and loss of the Artist. FH has not and will not assume any liability or responsibility for the Artwork, and such Artwork shall not be insured under any policies of insurance that FH may have in place. FH shall not be responsible for any loss, damage or destruction to the Artwork, regardless of how caused, including without limitation, any loss, damage, or destruction caused by theft, fire, lightning, explosion, vandalism, riots, wear and tear, gradual deterioration, and/or for any other reason whatsoever. The Artist does hereby indemnify and hold FH harmless from and against any claims, damages, costs, expenses, and other amounts, including reasonable attorney fees, incurred by FH as result of the Artist's breach of this Agreement.

8. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of Maryland. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes any previous understandings or agreements, whether written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

ARTIST:

By:_____
Print Name:_____
Date:_____

FREDERICK HEALTH HOSPITAL, INC.

By:_____
Print Name: Erin Betz
Title: Director of Volunteer Services
Date: _____

Cut and affix to back of painting

Art Exhibit Label	
Artists name:	**Name of Artwork:**
Home Phone#	**Medium:**
Cell #:	**Size:**
County:	**Price:**