

WILMA THEATER ARTIST ARTWORK AGREEMENT

This agreement is hereby entered by and between the Wilma Theater (“Theater”) and the undersigned (“Artist”). In exchange for the presentation of Artist’s Artwork(s), Artist hereby agrees to the following:

1. In exchange for the Theater’s exhibition of Artist’s Artwork(s), Artist grants Theater the right to represent Artist in the subsequent auction and sale of the Artwork(s) by the Theater.

2. **TERM:** The term of this Agreement begins when Artist’s Artwork(s) is delivered to the Theater through either the sale of the Artwork(s) or the return of the Artwork(s) to the Artist.
 - a. The Theater will exhibit Artist’s Artwork(s) during the first weekend of the production run of HILMA (June 7-9, 2024) as well as on the Wilma Theater website (wilmatheater.org) until June 18, 2024 when the winners will be announced at the Wilma Theater Fete.

 - b. Artwork(s) will be sold June 7-18, 2024 via a silent auction. Artist will decide the minimum bid price, along with a Buy-It-Now price.

3. **COMMISSION:** The following commission/payment terms will apply to Artwork(s) sold by the Theater: 80% (payment to Artist), 20% (donation to the Wilma Theater, a registered 501(c)(3) organization). By signing this document, Artist agrees to each stipulation as outlined in this Agreement.
 - a. The Theater reserves the right to determine the terms of payment (cash, check, credit card, bank card, deferred or installment). The Theater shall pay the Artist all proceeds due the Artist within thirty (30) days of the sale. Artwork(s) will not be released by the Theater to Buyer until full payment is received.

- b. The Theater agrees to make all payments payable to the address which the Artist lists below. There will be no waivers, reductions, or deferrals without the Artist's prior written consent.
- Check here if you prefer
to be paid via ACH
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- c. The Theater retains ownership of Artwork(s) presented at the Theater, from the Artwork(s) delivery through June 30, 2024, unless such Artwork(s) is sold within that time period. Artist retains copyright to Artwork(s) in perpetuity, as governed by law. The Theater shall take steps necessary to ensure that the Artist's notice of copyright is projected and included in all documentation.
- d. The Artist will be responsible for the payment of all applicable local, state, and federal taxes as a result of the sale of the Artwork(s).
4. **LIABILITIES:** In no event shall the Theater be liable for any injury, loss, damage, theft or disappearance of or to property. All reasonable efforts will be made by the Theater to protect Artwork(s) from accidental damage or breakage. Insurance liability for accidental damage or breakage is not provided by the Theater.
5. **MODIFICATIONS:** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the Theater and Artist.
6. **PROMOTION:** Artist grants the Theater the right to use or publish images and/or videos of Artist and Artwork(s) to promote Artist and Artwork(s) online before the auction and throughout the production run of HILMA. Promotion may include email marketing, social media marketing, along with any other opportunities the Theater may find that help support the Artist or Artwork(s).

7. **TRANSPORTATION/STORAGE:** Artist agrees to provide transportation of Artwork(s) to the allocated Drop-off location on Drop-off Day, to the Theater during work hours (10 am – 6 pm, M-F), and back to the Artist’s premises after the production run of HILMA is over if Artwork(s) did not sell at the auction during this time frame. If Artwork(s) sell, the Theater agrees to coordinate the delivery terms with the Buyer of Artwork(s).

This contract shall be legally binding upon the signing of both parties and terminate based on the term set forth in Section 2.

In witness whereof both parties set their hands this day.

Artist

Date

For The Wilma Theater:

Leigh Goldenberg, *Managing Director*

Date