## Exhibition Agreement for use of the GORSE MILL GALLERY

in memory of Jared Michael Branfman 31 Thorpe Road, Needham, MA

## **Artist(s) or Group:**

Date of Exhibition (start-finish):
Date of set up:
Date of removal & cleanup:
Date of Reception/Event(s):

## **Introduction:**

Gorse Mill Studios is an artist owned condominium association of individually owned studios ("Gorse Mill Studios") that hosts occasional events and exhibitions in its Gorse Mill Gallery studio space ("Gallery").

## Terms of Use:

In consideration for allowing the artist(s) or group listed above ("Artist") access and use of the Gallery during the dates of exhibition listed above ("Term"), including the designated days to set up and remove the exhibition and restore the Gallery, the Artist agrees to the following terms:

- 1) Gorse Mill Studios is not a commercial gallery and does not monitor access to the parking lot, building, grounds, or the Gallery ("GMS Property"). Gorse Mill Studios is not responsible for damage or theft of any work exhibited in the Gallery or otherwise on GMS Property or any other harm or injury to the Artist, their invitees, or other visitors. The Artist is wholly responsible for insuring their art and other personal property and to adhere to any limitations or restrictions for the event.
- 2) The Artist is solely responsible for the following:
  - a. Any sale or other transaction arising from the exhibition.
  - b. Cleaning up and removing trash immediately after any opening reception.
  - **c.** Installing exhibition in the Gallery and restoring the Gallery to its original condition within the dates defined above. All exhibits—while being installed, taken down, and for their duration—must account for handicapped accessibility throughout the space.
  - d. The conduct of their invitees and other visitors to the exhibition.
  - e. Complying with all applicable laws and regulations.

- 3) The Artist is solely responsible for promoting their exhibition and the content of such promotion, and will make a commercially reasonable effort to distribute press releases, notifications, and other publicity for the exhibition.
- 4) Since Gorse Mill Studios is not receiving any commercial benefit from the exhibition, to defray the additional cost of cleaning, maintenance, utilities, and other costs, prior to the exhibition, the Artist (if not a GMS affiliated artist) will send a recommended contribution of \$100 to

c/o Great North Property Management 3 Holland Way, Suite 201 Exeter, NH 03833

- 5) Gorse Mill Studios is a member of the local community and reserves the right to have any work removed or exhibition halted or terminated, or restrict access, refuse entry to visitors, or require removal of visitors, in its sole discretion.
- 6) To the extent permitted by law, the Artist will indemnify and hold Gorse Mill Studios (including the condominium association and studio owners) harmless for any claims arising from or related to the exhibition.
- 7) Gorse Mill Studios is allowing limited access to the GMS Property hereunder 'as-is' and makes no representations or warranties as to the condition of the GMS Property. In no event will Gorse Mill Studios or studio owners be liable for any direct or indirect damages arising from the use of the Gallery or the exhibition.
- 8) All artists exhibiting in the Gorse Mill Gallery must be at least 18 years old, unless they are exhibiting as part of a group show, or unless they receive written permission from the Board of Trustees of the Gorse Mill Condominium Trust.
- 9) All artists exhibiting in the Gorse Mill Gallery must have a resident artist of Gorse Mill Studios present at any event related to their exhibition, including, but not limited to, receptions, artist demonstrations, or artist talks unless they receive written permission from the Board of Trustees of the Gorse Mill Condominium Trust.

Please sign below to conse	ent to these terms:
Artist(s) Date	