

**artHARLEM – Performing Artist Agreement Form**  
**2<sup>nd</sup> Annual Harlem Open Artist Studio Tour (H.O.A.S.T.)**  
**September 9<sup>th</sup> 12:00 pm – 6:00 pm & September 10<sup>th</sup>, 2005 1:00 pm – 6:00 pm**

I, \_\_\_\_\_ (“Artist”), located at: \_\_\_\_\_  
\_\_\_\_\_ (Home Address)  
\_\_\_\_\_ (phone), \_\_\_\_\_ (e-mail)

in connection with my participation in the 2<sup>nd</sup> Annual Harlem Open Artist Studio Tour (H.O.A.S.T.) and artHARLEM (“Organizer”), located at 104 West 119th Street, New York, New York, 10026, understand that my acceptance and participation in the Organizer’s two-day event on September 9, 2006 and September 10, 2006, is subject to the following terms and conditions:

(1) The Organizer, a not-for-profit, community-based arts organization, wishes to exhibit the artwork of Artist, in order to unite and promote the visual arts and artists of Harlem, during a two-day event that will bring the public into Artist’s Harlem studio or Artist’s Harlem exhibition-space. Recognizing that the event will allow numerous neighborhood artists, residents, and visitors to see where and how contemporary works of art are conceived in Harlem, Artist hereby warrants and guarantees that Artist has created the artwork exhibited, as well as possesses the unencumbered title to the artworks exhibited, and has the legal right to exhibit these works for the purposes of the Organizer’s two-day event, including the promotional campaign related thereto.

(2) Artist shall be solely responsible for his or her artwork/performance and other property, and assumes all liability for all artwork/performance and other property on his or her premises. The Organizer and its directors assume no responsibility for damage to or loss of artwork or other property by any cause whatsoever. In that regard, Artist is urged to obtain insurance coverage as he or she deems appropriate.

(3) The Organizer’s two-day event will be modeled like most open studio tours in New York City: a visitor registers, gets a map that points to all the participating studios and spaces-spaces in Harlem, and thereupon visits the studios, exhibition and performances of choice. Given that there will potentially be 2000 or more visitors to the Organizer’s two-day event in Harlem, three (3) conditions are integral:

(i) Artist will conduct himself or herself in a professional manner, and will not discriminate against visitors based upon their race, nationality, religion, gender, or sexual orientation.

(ii) Artist will make their premises safe and free of all dangers to visitors -- both hidden and obvious. However, recognizing that an accident on Artist’s premises is a foreseeable one, as with all accidents, Artist is urged to obtain insurance coverage.

(iii) Artist warrants that he or she has the necessary permission, either by landlord or other authorized party, to all public to enter premises for the purpose of the Organizer’s two-day event.

(4) Artist hereby agrees to open their premises to the Organizer’s two-day event on September 9, 2006, from 12:00 pm to 6:00 pm and September 10, 2006, from 1:00 p.m. to 6:00 p.m.

(5) If Artist decides to sell or exchange artwork to another party during the Organizer’s two-day event, Artist is solely responsible for that task. The Organizer’s main function and purpose is not an economic one; rather, the Organizer hopes to enable participants to gain an intimate understanding of Harlem’s art and culture, and to have participants initiate relationships with the artists of Harlem.

(6) Artist reserves all rights under International and Pan-American Copyright Conventions. Recognizing that reproductions of Artist’s artwork may be necessary in catalogs, brochures, magazines, newspapers, videos, websites, or other media, for the promotion of the Organizer’s two-day event, and for future events, Artist hereby grants permission to the Organizer to reproduce the artworks, in any manner that the Organizer decides, for no fee. The Organizer agrees that all reproductions shall bear the following copyright notice: “© by Artist, 2006,” located in a conspicuous place as determined by the Organizer.

(7) Artist authorizes the Organizer to use any information and photographs related to the two-day event for publicity in future events by the Organizer.

- (8) Artist agrees to cooperate with the Organizer to collect data to gauge the success of the two-day event.
- (9) Artist shall provide written notification of any change of address to the Organizer's mailing address specified above at least fourteen (14) days prior to the date of the said change. The Organizer will notify artist of any address changes within the same period of time and in the same fashion.
- (10) Any party may cancel this Agreement upon one hundred twenty (120) days written notice to the other, at the addresses specified above.
- (11) For non-urgent notices and updates, the Organizer will send communications via email or post the same on its official website, [www.artHARLEM.org](http://www.artHARLEM.org).
- (12) To participate in the Organizer, Artist agrees to pay, as consideration, a sum of thirty dollars (\$30.00), due upon the signing of this agreement, before May 1<sup>st</sup>, 2006.
- (13) All parties hereby agree at all times to cooperate, discuss, and work together in good faith, with regard to any matter which would impair, restrict, or violate the agreements herein.
- (14) In further consideration of Artist's acceptance into the Organizer, Artist agrees to release the Organizer, the program's directors, and any cooperating institution, and the trustees, officers, employees and agents of the above, from any and all liability for physical or mental injury or death to Artist or of visitor or guest entering premises of Artist, or any damage to or loss of Artist's artwork or other property, arising from any cause whatsoever.
- (15) Any breach or non-fulfillment of conditions by Artist will be considered a substantial breach of this agreement by Artist. If there is such a breach, the Organizer, may, at its option, terminate this agreement immediately, in writing, either via at the mailing address or email address listed above.
- (16) This Agreement is intended to be a legal binding document and is covered by the laws of the State of New York.
- (17) In the event of a dispute under any paragraph, the Organizer may elect to submit this matter to binding arbitration.
- (18) Any paragraph that is found unenforceable does not void any of the other paragraphs.
- (19) This agreement supercedes any former or contemporaneous agreements among the parties. Any modifications or changes to the terms of this agreement must be made in writing.

I have read the above conditions, as outlined in the nineteen (19) paragraphs above, and agree to them.

\_\_\_\_\_  
Artist's Signature

\_\_\_\_\_  
Date

**In Order to be considered for the 2<sup>nd</sup> Annual Harlem Open Artist Studio Tour, you must send in a complete application with everything listed above. Please send images, statement and resume as attachments on an e-mail to :reusinha@artHARLEM.org.**

**Artists' Name:** \_\_\_\_\_

**Medium:** \_\_\_\_\_

**Location of Venue** (studio or gallery, private or public): \_\_\_\_\_

*If you are showing your work at somewhere other than your own private studio, this agreement must be signed by both (1) artist and (2) curator or venue owner.*

**Artist's Statement:** Please e-mail as attachment, word doc. or PDF format.

**website & links:** Please e-mail as attachment, word doc. or PDF format.

**Images:** (1) 8.5" w X11" h, 300 dpi, CMYK (2550 pixels X 3300 pixels)

(2) 72 dpi, RGB, 500 pixels on shorter dimension. *(If image is a horizontal rectangle, then the height should be 500 pixels, if image is a vertical rectangle then width should be 500 pixels).* Please e-mail as attachment, jpeg or tiff.

**Resume:** Please e-mail as attachment, word doc. or PDF format.

Send check in the amount of \$30.00 (before May 1, 2006) to: Reuben Sinha, 104 West 119<sup>th</sup> St., #3, New York, NY 10026, Attention: HOAST registration.