

Please read the contract carefully, individual points may be discussed with UIMA staff.

Terms and Conditions of Agreement between UIMA and Artist for

I. Exhibition: The artist and/or guest curator is responsible for:

1. Communication with UIMA before, during and after exhibition regarding production of exhibition, catalogue, shipment scheduling, install and de-install schedule, marketing coverage, etc.
2. Providing material for catalogue including: jpegs, artist bio, statement, and written descriptions of artwork (name, medium, size, date, insurance value or price if for sale)
3. It is the responsibility of the artist and/or guest curator to cover the cost of shipping and research method of shipment and shipping rate, to and from UIMA. UIMA is not responsible for transportation of work. No COD shipments will be accepted.
4. The Artist is responsible for de-install and their own packing of artwork, including all packing materials. It is expected that artists will remove their work within a week of the closing of the show. Special arrangements can be made with UIMA staff to extend this period. If UIMA curatorial staff are not contacted within 14 days of the close of the show, all items remaining at UIMA become property of UIMA. The item will then be sold by UIMA, or remain in the permanent collection.
5. Installing own works, or by arrangement with guest curator, and assistance of UIMA curatorial staff. Details to be determined 3 weeks prior to installation of exhibit.

II. UIMA is responsible for:

1. Providing appropriate exhibition space.
2. Curatorial selection of artwork, and visual arrangement of the show in the exhibition space in consultation with artists and/or guest curator as determined by parameters of the specific exhibition.
3. Publicizing the exhibition to local media sources, UIMA members and contacts, email blasts, social media (Facebook and instagram)
4. Insurance for the artwork while in UIMA's possession.
5. Printing of labels and price list.
6. Design and print promotional materials (catalogue, postcards, banner)
7. UIMA will provide one gallery copy of the catalogue, as well as one copy per artist/ guest curator.
8. Opening reception if health guidelines allow.

III. The Agreement between UIMA and Artist and/or Guest Curator:

1. Objects lent to the Ukrainian Institute of Modern Art (UIMA) shall remain in its possession for the period specified in this agreement, but may be withdrawn from exhibition at any time at the discretion of UIMA's curator.
2. In order to protect the owner, loaned artwork will be returned only to the owner or to his/her duly authorized representative. If the legal ownership of the described property changes during the period of this loan, whether by reason of death, sale, gift or otherwise, the new owner is required to establish his or her legal right by proof satisfactory to UIMA.
3. UIMA will insure objects in the amount agreed to by the lender. Such amounts must reflect fair market value. UIMA's policy will insure against all ordinary risks of physical loss or damage from external cause while on location during the period of the loan.
4. UIMA can provide two monitors but the artist and/or guest curator is responsible for any other additional materials required for the exhibition--for example plants, found objects, additional AV equipment.
5. Food, adhesive strips, anything that punctures the floor, or any materials that will cause damage to the gallery are prohibited. Violation of this clause may result in the artist being invoiced for the damage. Artist and/or guest curator is responsible for determining appropriateness of materials prior to proposal submission.
6. UIMA is not responsible for loss or damage incurred during transport to or from UIMA.
7. Objects lent to UIMA may be photographed and reproduced for the purpose of record keeping, inclusion in museum publications, and for publicity purposes connected with the exhibition.
8. Artwork is not required to be for sale. If the artist chooses to offer their work for purchase, UIMA retains a 40% commission of the total sale price. All payment of taxes arising out of the sale of any artwork shall be the responsibility of the artist.
9. The Artist may only display promotional materials related to the current exhibition at UIMA.
10. UIMA has design and creative rights to the catalogue. Artists and/or the guest curator provide relevant material as stated in Section 1.2. The designer provides a draft copy of the catalogue prior to publication for artists to review for typos, content errors and the like. It is the discretion of the designer, in consultation with the curator and art committee members as needed, to determine any substantive changes. Once changes are made, the final draft is sent for printing. The catalogue is a document of the exhibition and follows UIMA house style. No changes are made after printing



Ukrainian institute of modern art

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**Signature of Guest Curator on
behalf of self and artists in
exhibition, or Artist**

----- **Date**

**Signature of UIMA Curator or
Curatorial Staff**

----- **Date**