

ARTIST APPLICATION

This Artist application dated ___ of October 2015 is for the "MADE IN FRANCE" Exhibit which will be held on November 3rd 2015 organized by Michèle Fontanière Pop-up Gallery, Le Courier de Floride and LOLA Artist Agent along with French Weeks 2015. It will take place at 1 N.E 2nd Av. Miami, FL, 33132.

Application due before October 23rd 2015 by email to: contact@mfpopupgallery.com No application fee required but 20% commission if sales occur from event to cover overhead.

1. Artist Details

First and last Name: _____

Artist used Name (if different): _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Cellphone: _____

Email: _____

Website: _____

Agent: _____

2. Artworks

If you are selected, one or two of your works will be display depending of their size and space available.

1. Description: _____

2. Description: _____

Medium: _____

Medium: _____

Size: _____

Size: _____

Price: _____

Price: _____

(List retail price that includes 20% commission for overhead)

(List retail price that includes 20% commission for overhead)

Please join to this application your biography and High Resolution pictures of the artworks that will be displayed. This application must be filled out and remain on file along with your images.

Initials

3. General Provisions

- A. The organizers and the Artist shall divide the proceeds of the sale of any works subject to this Application in the following manner after the applicable sales tax of 7% has been deducted as well as any credit card processing fees: The Artist to receive eighty 80/100 percent (80%) and the organizers to receive twenty 20/100 percent (20%) (the "Commission"). The Commission shall be applicable to any and all sales that occur during the Event and shall also include sales of any other works of the Artist made to people introduced to the Artist by the Organizers that occur during and after the Event and shall apply whether the art is purchased in the person's individual capacity or through a company.
- B. The Artist warrants and represents that the Art consigned herein is not plagiarized or forged and agrees to indemnify, defend and hold harmless Gallery in the event of a claim related to plagiarized Art.
- C. Title to the art shall remain with Artist. Gallery shall release and hold harmless the Artist from any and claims, suits, or causes of action brought by any person and/or entity making a claim of title to the art, except to the extent that the Artist fails to disclose knowledge that the title to the art is in or may be in dispute.
- D. The Artist is responsible for delivering to Gallery all works of art identified by this Application at the Artist sole expense and risk. Gallery acknowledges receipt of the following art in perfect condition absent a condition report detailing existing damage that is signed by all Parties.
- E. Artist shall be solely responsible for transporting the Art to the location and shall be responsible for the hanging of the Art before the 3rd day of November 2015 and shall be solely responsible for removing the Art from the location at the conclusion of the event before November 6, 2015.
- F. The cost of transporting the Art shall be the sole responsibility of the Artist. The Artist shall be responsible for any loss or damage to the Art associated with the transportation of the Art to the location and the transportation of the Art from the location upon conclusion of the event.
- G. The Artist releases Gallery and its agent(s), officer(s), director(s), employee(s), partner(s), assign(s), and affiliate(s) from any liability and shall not hold the Gallery responsible in the event of loss, damage, destruction, or theft.
- H. The Artist agrees to the use and/or display of the art and use of the artists name, likeness, and image to aid in the promotion of the Gallery. This provision shall survive the termination of this event.
- I. The Artist provides Gallery with permission to publicize the location and availability of the art subject to this Application in any and all means of advertising, including, but not limited to websites, print, television, social media, radio, or any other form of advertising, at the Gallery's sole discretion. The Artist assigns all intellectual property rights in the art subject to this Application to be used by Gallery in connection with the promotion of the Gallery. The Artist agrees that Gallery can market and sell the art subject to this Application by any means, including offering for sale through online channels.
- J. Attendance at Exhibition. The Artist agrees to make all reasonable efforts to try to be present at the exhibitions arranged by the Gallery. Gallery shall provide as much advance notice as possible to ensure that the Artist can make accommodations to attend the exhibitions.

Signature: _____

Date: _____

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