

# Williamson County

## J.B. & Hallie Jester Williamson County Annex Exhibit

### I-Artist's Agreement

In consideration of the opportunity to display my work to the public, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, I, the undersigned artist (sometimes referred to herein as the "Artist"), hereby agree that by submitting my art I am agreeing to the terms of this waiver and certify that the art that I am exhibiting is my original art and that I am the author and creator of such art. I hereby agree to provide proper shipping and handling of that art to the exhibit location. In exchange for the above recited consideration. I acknowledge that Williamson County or its representative, reserves the right to accept or deny any submission with or without cause. I further agree to grant Williamson County (the County) or its representative permission to publish in all media, my name, artwork and my location for use in press releases, print, television and the internet. I further agree to participate in a program whereby Williamson County may release such information to other person and entities. I acknowledge that I have read and understand all terms contained in this waiver and agree to be bound by its terms.

### II Waiver of Liability

The County will take all positive and reasonable care when handling and displaying your artwork at the J.B. & Hallie Jester Williamson County Annex (the "J.B. & Hallie Jester Annex"), 10801 E. Old Settler's Blvd., in Round Rock, TX. The County will not assume any responsibility for loss or damage to your artwork (s), the loss or damage to frames or glass, no matter how sustained. However, reasonable safety precautions are in place to ensure protection of your work. The County strongly suggests that all exhibitors carry their own personal property and general liability insurance.

**WITH THIS SIGNED AGREEMENT, I, THE ARTIST, MY HEIRS, SUCCESSORS, AND ASSIGNS, SHALL INDEMNIFY AND HOLD THE COUNTY AND ELECTED OFFICIALS, EMPLOYEES AND EMPLOYEES OF COMPANIES PERFORMING CONTRACTUAL DUTIES WITH THE COUNTY, HARMLESS FROM ANY AND ALL CLAIMS, COSTS, AND LIABILITIES FOR ANY ART WORK DAMAGE, PERSONAL INJURY, DEATH, OR OTHER PROPERTY DAMAGE WHICH IS THE RESULT OF HANDLING AND DISPLAYING THE ART WORK AT THE J.B. & HALLIE JESTER ANNEX DURING OPERATIONS PERFORMED BY THE ARTIST, ARTIST'S AGENTS, EMPLOYEES OR CONTRACTORS.**

### III-Sale of Exhibit J.B. & Hallie Jester Williamson County Annex

The sale of artwork exhibited in the J.B. & Hallie Jester Annex is between the Artist and the individual buyer. The County does allow exhibiting artists to provide information concerning the prices of artwork exhibited, is not responsible for the promotion of sales of an individual artist's work. The delivery or third party shipping of sold works is the responsibility of the Artist.

A donation of 20% sales commission from the Artist on all artwork sold as a result of the J.B. & Hallie Jester Exhibition shall apply. To that extent, the Artist/organization shall donate to the Round Rock Area Arts Council (the "RRAAC") a commission of 20% of the sale price for each artwork sold during the exhibition to be paid within 10-days after the date of such sale.

Unless otherwise directed or consented to by the County, no artwork, regardless of whether it has been sold during an exhibition or before installation, may be removed from the exhibition until the ending date of the exhibition. It is the responsibility of the Artist or client to notify the RRAAC in writing if a third party is to pick up artwork at the conclusion of the exhibition. Individuals or organizations engaging in the sale of artwork while on display at J.B. & Hallie Jester Annex are required to collect and remit sales tax to the State Tax Comptroller.

**Artist's Name:** \_\_\_\_\_

**Artist's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Williamson County Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RRAAC Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_