



## **QUILT NATIONAL '23 EXHIBITOR'S CONTRACT**

### **SHIPPING**

The artist is responsible for all costs relating to shipping and insurance of artwork while in transit to and from the DBAC. Artwork should be shipped in a substantial, reusable container. The DBAC will not be responsible for damage due to incorrect packing or an insufficient container. All artwork will be handled with care and, where possible, will be returned in the original packing material. The artist is responsible for notifying the DBAC in writing of a change of address. The artist is responsible for the cost of the final return shipping at the close of the exhibition at DBAC or the close of the touring exhibition, unless the artwork is sold. Artists must provide DBAC with a self addressed and prepaid shipping label by the close of the exhibition. Alternatively, The Dairy Barn Arts Center will bill the artist for the final return shipping to the artist if a self addressed, prepaid return shipping label is not provided. The DBAC will not assume customs and/or brokerage charges for any shipment. It is expected that an international artist will reimburse the DBAC for any charges thus incurred.

### **STORAGE**

The Dairy Barn Arts Center will safely and securely store all artworks for exhibition from November 11, 2022 through the close of the exhibition/touring exhibition. The Dairy Barn Arts Center will maintain insurance as followed unless the artist maintains their own insurance on the artwork.

### **INSURANCE**

The DBAC cannot insure any artwork for an amount in excess of 65% of its fair market value, and reserves the right to limit the amount of insurance coverage on a particular piece. In the event of loss or damage, it will be the artist's responsibility to provide documentation concerning the value of the artwork and the extent of the claim. Insurance values listed on the entry form will be in effect for as long as the artwork is part of the exhibition, including the exhibition tour.

At the option of the Lender, the Dairy Barn will insure loaned property under its fine-arts policy, for the amount indicated on the agreement, against all risks of direct physical loss or damage from any external cause while in transit or on location. The policy referred to contains exclusions of loss or damage due to such causes as normal wear and tear, gradual deterioration, vermin, inherent vice, insurrection, confiscation by public authority, risks of contraband or illegal transportation of trade, and nuclear reaction.

As there can be no standardization of quality for fibers and stability of dyes, the Dairy Barn cannot be held responsible for fading and other subtle changes of color that may occur in standard gallery situations where reasonable care is taken to limit and/or protect the work from prolonged exposure to either natural or artificial light. If, at any time, the Dairy Barn personnel feel that a work is undergoing an unexpectedly rapid deterioration and that additional handling and exposure would place the work at significant risk, then the work will be deleted from the touring collection and, upon proper notification, be returned to the Lender. If the Lender's artwork is damaged or destroyed the Lender agrees that its sole remedy shall be against any insurance proceeds payable because of the damage or destruction. The Lender waives all other claims against the Dairy Barn, including claims for consequential damage



## **QUILT NATIONAL '23 EXHIBITOR'S CONTRACT**

### **INSURANCE (Continued)**

If, on this agreement, the Lender elects to maintain their own insurance coverage of the loaned property, the Dairy Barn must be furnished with a certificate of insurance naming the Dairy Barn as additional insured or a waiver of subrogation against the Dairy Barn Cultural Arts Center. Otherwise, this loan agreement shall constitute a release of the Dairy Barn from all liability in connection with the loaned property.

The Dairy Barn Arts Center will not accept any responsibility for claims arising from errors or deficiencies in information furnished to the Lender's Insurers, or lapses in insurance coverage, or incomplete coverage. Insurance values listed on this form are not subject to change and will be in effect for as long as the work is part of a Dairy Barn collection. The Dairy Barn cannot insure any work for an amount in excess of its fair market value and reserves the right to limit the amount of insurance coverage on a particular piece. **In the event of loss or damage, it will be the Lender's responsibility to provide the insurance carrier with appropriate documentation concerning the value of the material.**

### **SALES**

Artists whose artwork is not for sale (NFS) must write NFS as well as list a valid insurance value in U.S. Dollars. In the event of a sale, the artist will be paid 65% of the retail price listed on this form. The DBAC will retain a 35% commission on artwork sold during the exhibition at the DBAC, while on tour or on any sale that results from mediation by the DBAC staff. An artwork identified on this form as FOR SALE (e.g. with an established retail price in U.S. Dollars) must maintain that status for as long as it is part of the active collection. Should the artist decide to sell a FOR SALE artwork directly or through a third party after it has been accepted for exhibition, it will be assumed that the buyer has been influenced by the fact that it is part of *Quilt National '23*. Therefore, the DBAC will be entitled to a fee of 15% of the retail price listed. Please note that if the accepted artwork is sold to a *Quilt National '23* visitor, the DBAC must be the only agent for the artwork while it is part of this exhibition.

### **TOURING EXHIBITION**

Following its conclusion in Athens, selections from this exhibition will circulate to host venues from September 2023 through October 2025. Although participation in the touring exhibition is optional, it is strongly encouraged that the artist avail themselves to the opportunities for additional exposure and potential sales. All award-winning quilts are expected to participate in the touring exhibit, unless the integrity of the artwork cannot be maintained in shipping. Touring artworks will be selected with consideration given to the work's durability and ease of packing and installation.

The Quilt National tour dates and locations are dependent on the bookings of the host venues. Some Quilt National Tour Collections will not exhibit through October 2025. In this case, artworks will be sent to the artist or buyer after the completion of the last booked tour location. Artist will receive notification of all tour bookings and of the conclusion of the tour.

## PREPARING ARTWORK FOR SHIPPING

- Each quilt must have a roughly 3-inch-deep casing sewn securely to the upper edge of the back (unless the artwork requires alternative installation.) It should begin and end approximately 1½ inches from the side edges. For optimum hanging presentation (especially for larger works), you might consider an additional pocket along the bottom edge of the work. It has been our experience that many pieces hang better if we are able to insert an additional wooden rod to straighten the lower edge.
- It is preferred that the artist's name and title of work is clearly labeled on the back of the artwork. This information can be embroidered or written onto a separate piece of fabric then tacked with thread to the back of the quilt.
- Only use shipping materials that are safe for artwork - do not use newspaper to cushion your quilt in the box since this will soil the artwork and/or art handler's hands.
- Mark your name on any special wrapping materials (pillowcases, sheets, etc.) • Put the quilt into a plastic bag or wrap. (This is required by most shipping companies.)
- If you are using a specially constructed box, please write "open this end," "cut here," etc. on the outside of the box.
- If your artwork requires alternative installation, please include instructions and unique hardware (if necessary.)

## SPECIAL INSTRUCTIONS FOR INTERNATIONAL EXHIBITORS

- If you do not want to sell your work, the shipping declaration should read: *"One-of-a-kind quilted wall hanging being shipped for exhibit only. Not a commercial shipment. Item is not for sale and will be returned to the shipper at a later date."*
- If you would like to sell your work the declaration should read "Quilted wall hanging." The customs fees will be based on the value you set for the work. You will be expected to reimburse all customs charges that we are required to pay. If you have no history of selling work in the United States and cannot otherwise document the value of your work, you may want to set your value as the replacement cost of your materials. There should be only minimal customs charges, if any, on work with a declared value of less than \$200.

## ALL ARTWORKS MUST BE SHIPPED TO:

**The Dairy Barn Arts Center**  
**Quilt National**  
**8000 Dairy Lane**  
**Athens, Ohio 45701, USA**

The DBAC reserves the right to disqualify any artwork that varies from the entry image or materials or that violates the rules of this competition. The artist will be notified of disqualification and The Dairy Barn Arts Center will return the artwork to the artist.



### EXHIBITOR AGREEMENT

This agreement is entered into between you (the artist) and The Dairy Barn Arts Center (DBAC). This agreement pertains to the *Quilt National '23* Exhibition in Athens, Ohio. The artist agrees to the following:

- (Title) \_\_\_\_\_ will be provided for Quilt National '23 exhibition.
- Artwork will be available to The Dairy Barn Arts Center for the following duration: **November 11, 2022** through **September 30, 2023**.
- The artist understands that the photography of the accepted artwork by DBAC will become the property of DBAC. The Dairy Barn Arts Center reserves the right to reproduce and distribute the images through print and electronic media for promotion of the competition and entrants.
- The artist grants the DBAC the right to allow authorized agents to photograph and videotape the artwork, and to use or reproduce images of the artwork for publicity and educational purposes.
- The artist confirms there are no existing copyrights on the listed artwork(s) that interfere with these conditions.
- The artist will retain all copyrights on their artwork.
- The artist has read and understands the enclosed documents regarding sales, shipping and insurance.
- The artist will maintain their own insurance
- OR The artist will not maintain their own insurance - DBAC will maintain insurance of the artwork at 65% of sale price or the fair market value.
- Permission for the accepted artwork to be included in the *Quilt National '23 Touring Exhibition* through October 2025.
- OR Permission IS NOT GRANTED for the accepted artwork to be included in the *Quilt National '23 Touring Exhibition* through October 2025

#### Consented and agreed to by

\_\_\_\_\_  
Dairy Barn Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_



Artist Signature

Date

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### Exhibitor Checklist

Please initial in the boxes provided if the following items are true:

- My accepted quilt has not and will not appear in any exhibition prior to the opening of Quilt National '23.
- My accepted quilt has not and will not appear, prior to May 2023, in an American print publication that has national or international distribution (this restriction includes SAQA publications.)
- My accepted quilt was not completed prior to September 2020.
- My accepted quilt was not created in an instructional setting.
- My accepted quilt is not a copy or variation of another artist's artwork in any medium.
- My accepted quilt was an independent effort OR my artwork was a collaboration and the collaborator(s) was listed on my original submission form.

If any of the above statements are not true for your accepted quilt, please explain:

#### Consented and agreed to by

\_\_\_\_\_  
Dairy Barn Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Date



**PHOTO RELEASE FORM**

I hereby grant The Dairy Barn Arts Center permission to use a photographic reproduction of my work, (title) \_\_\_\_\_, in all publications for marketing and publicity purposes, including website entries, without payment or any other consideration in perpetuity. I understand and agree that these photographic reproductions produced by The Dairy Barn Arts Center will remain the property of The Dairy Barn Arts Center.

I hereby irrevocably authorize The Dairy Barn Arts Center to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing The Dairy Barn Arts Center's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein the representation appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge The Dairy Barn Arts Center from all claims, demands, and causes of action, which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of my estate have or may have by reason of this authorization.

The artist further confirms that there are no existing copyrights on this work that interfere with these conditions.

It is understood that the artist retains his/her own copyrights for the image and may authorize other photographic or non-photographic reproductions as he/she deems appropriate. With the exception of the above-stated situations, the Dairy Barn Cultural Arts Center will not grant anyone the use of the artist's image for photographic and/or non- photographic reproduction for commercial or non-publicity purposes without prior written permission from the artist for the specific use of the image.

I am 18 years of age or older and am competent to contract in my own name. I have read this release before signing below.

**Consented and agreed to by**

\_\_\_\_\_

Dairy Barn Representative Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Artist Signature

\_\_\_\_\_

Date