

# TERRA GALLERIA PHOTOGRAPHY

3373 Meadowlands Lane. Santa Jose, CA 95135 (408) 706-0894 [qtl@terrageria.com](mailto:qtl@terrageria.com)

## EXHIBIT CONTRACT

This contract is entered on \_\_\_\_\_ by and between:

NAME: ("Venue")

ADDRESS:

CONTACT:

PHONE:

EMAIL:

and

NAME: Quang-Tuan Luong ("Artist")

ADDRESS: 3373 Meadowlands Lane. Santa Jose, CA 95135

PHONE: (408) 706-0894

EMAIL: [QTL@terrageria.com](mailto:QTL@terrageria.com)

For the exhibit entitled:

"Treasured Lands – America's National Parks"

For exhibition coordination, Venue contact is:

CONTACT:

PHONE:

EMAIL:

The parties agree as follows:

## 1. EXHIBITING AND SHIPPING DATES

Venue will receive the collection no later than \_\_\_\_\_ and should return or forward the collection prior to \_\_\_\_\_. Exhibit will be on display from \_\_\_\_\_ through \_\_\_\_\_.

2. AGENCY. Artist agrees to display his artworks at the Venue and appoints Venue as his non-exclusive representative for the purpose of exhibition and sale (if applicable) of the collection of works.

3. CONSIGNMENT. Artist shall deliver to the Venue the works described in the loan agreement, and any such additional works as mutually agreed upon.

4. EXHIBITING COST. The fee for the exhibit is \_\_\_\_\_ (exclusive of shipping). Payment to be made on a Net 15 day basis after receipt of invoice and receipt of exhibit.

5. DELIVERY. Packing and shipping charges, insurance costs, other handling expenses for round trip (if shipped to Artist) or shipping from the previous hosting institution will be the responsibility of Venue. Venue is responsible for installation, de-installation, re-packaging and shipping arrangements to meet the timeline for the next hosting venue.

6. LOSS OR DAMAGE. Venue is responsible for loss and damage up to a maximum of \$24,000 of material costs of the artwork while on Venue's site, or on display, or in transit to or from Venue where shipping charges are the responsibility of Venue. Upon arrival, Venue will inspect artwork and produce a condition report which will serve as a base-line for determining responsibilities as referenced in this section. Report will be submitted to Artist upon completion of initial inspection. Damages will be reported to Artist immediately. The replacement cost of a single image (i.e. reprint and frame cost) is \$400. The Venue will cover replacement costs if artwork becomes damaged beyond normal wear and tear.

7. SECURITY AND ENVIRONMENTAL REQUIREMENTS. Limited-access gallery space only. No direct sunlight or fluorescent light without filters.

8. EXHIBITION DISPLAY, DESIGN, and LAYOUT: Venue shall have the right to make edits to any artist provided label copy, and reproduce labels for the purpose of displaying them at the Venue, and to add additional content as may be appropriate. Artist agrees to provide information to Venue to assist in developing introductory labels and to provide an Artist Statement. Final editorial control and approval of display layout and location rests solely with the Venue, in its reasonable discretion.

9. SALE OF ARTWORKS (IF APPLICABLE) A 25% commission on the retail price will be paid to Venue for each work sold through contact with the Venue. Venue will refer interested

parties to Artist, and prints will be shipped directly from the Artist to the buyer. Prints that are part of the display at the Venue will not be directly sold.

10. SALE OF PUBLICATION: If Venue has a retail store, it will make available for sale copies of the Artist's book, titled "Treasured Lands: A Photographic Odyssey Through America's National Parks".

12. PUBLIC PROGRAMS. If Artist is requested and available for an opening reception, lecture, or gallery tour, travel and accommodation expenses will be the responsibility of Venue.

11. GUESTBOOK. Venue will make available Artist's guestbook for interested visitors to comment and provide contact information.

13. PUBLICITY. Artist will provide images for publication. Venue is responsible for promotion and public relation activities with the local/national media.

14. CREDIT: The credit line, to be included in Venue publications, is:  
"Images and exhibition courtesy of photographer QT Luong."

15. COPYRIGHT. Artist reserves copyright to all works exhibited at Venue. No work may be reproduced by Venue without the prior written approval of Artist.

16. TERM OF AGREEMENT. This contract shall commence upon the date of signing and shall continue in effect until one (1) month after the exhibition.

17. NON-ASSIGNABILITY. The entire exhibit or part thereof should not be assigned by Venue to another venue without the prior written approval of Artist.

18. ENTIRE CONTRACT. This Agreement along with the accompanying Incoming Loan Agreement from Venue represents the entire agreement between Artist and Venue and supersedes all prior negotiations, and agreements, whether oral or written.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

