

Artist Agreement and Release and Waiver of Liability

For the ability to display their Artwork the Pecan Grove Plantation Country Club (the Club) located at 3000 Plantation Drive, Richmond TX 77406, and other goods and valuable consideration, the undersigned Artist agrees as follows:

1. The Artist hereby assumes all risk and hazards incidental to any participation in the display of the following Artwork at the Club.

Artwork Title/Description	Medium	Size (Framed/Unframed)	List Price
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2. Artwork exhibited must be appropriate for view by all ages. Artwork that is of an overtly sexual, racist, violent, libelous, slanderous, demoralizing or discriminatory nature is strictly prohibited. Club has absolute control over display and may reject or require removal of any Artwork at any time.
3. The Artist, warrants and represents that they are the sole legal owner of all right, title and interest in all Artwork and has the full right and authority to enter this Agreement and grant the rights granted in this Agreement. The Artist will not display any reproduction of an officially licensed, copyrighted or trademarked item.
4. The Artist is responsible for the delivery, pack, transport, provide for the return of their Artwork and hanging the submitted artwork at their own risk and expense.

5. The Artist understands that the Artwork is submitted to the Club and exhibited at the Artist's own risk and that neither the Club's members and guests; CBIGG Management, LLC, Pecan Grove Plantation LLC (the "Club Entities ") nor any of their affiliates; officers; directors; agents; and employees shall be responsible for theft, vandalism, fire, or any other damages or losses to the Artwork. The Artist understands and agrees that the club makes no representations or warranties regarding the level of security on Club premises. The Artist understands and agrees that the Clubs members and guests; CBIGG Management, LLC Pecan Grove Plantation LLC (the "Club Entities) and any affiliates: officers; directors; agents and employees will not be responsible for reimbursement or replacement of lost stolen or damaged items, and that the Club does not insure items such as the submitted Artwork. The Artist understands and agrees that the Club encourages the owner of the Artwork to obtain an insurance policy for the Artwork or to obtain a rider on any existing policy for the duration of the exhibit.
6. Artist shall indemnify, save and hold harmless the Club's members and guests; CBIGG Management, LLC Pecan Grove Plantation Country Club LLC (the Club Entities); and any of their affiliates, officers; directors; agents; and employees from any and all claims, demands, causes of actions and judgements, losses, costs and expenses including but not limited to reasonable attorney's fees, which arise out of, or relate to, the presence of the Artwork, the Artist and any individual or entity which accompanies Artist onto the Club premises.
7. The Artist agrees that the Artwork is scheduled to be on display for the period _____ to _____.
But the Club may require it temporary or permanent removal at any time. The Artist may retrieve an item of Artwork during business hours with 48 hours advance notice to the Club's General Manager or his/her designee. Artist agrees to replace Art work with another piece of similar size and quality at the request of the Club's General Manager. Artist must comply with sign in/sign out procedures as the Club Shall establish.

For temporary removal, Club will email artist at the address below. The Artist will have 72 hours to remove or cause to be stored within a designated area at the Club at Artists sole risk, the Artwork for the duration required by the club. If the Artist fails to remove the Artwork within the 72

hour period, the Artist authorizes the Club to handle and store the Artwork in the manner it sees fit, without regard to safety and condition of the Artwork.

Artist Agrees that should the Artist fail to remove the Artwork within seven days of Club's mailing of a written notice to permanently remove the Artwork, sent to the address below, the Club may handle and store the Artwork in the manner it sees fit without regard to safety and condition of the Artwork and charge the Artist a reasonable storage fee of \$25/day. Artist agrees that Artwork left at the club for more than 30 days after receipt of written notification is provided, will be considered abandoned and will revert to the ownership of the Club, which may do with the Artwork, as it sees fit.

I acknowledge and understand the waiver and terms and conditions described in this document. I am aware that this release of Liability and I sign it of my own free will.

Artists Signature

Date

(*if under 18 years of age, Parent or Guardian Signature Required)

Name (Artist) _____

Mailing Address:)_____

City:_____ State _____ Zip_____

E-mail _____ Phone _____

Pecan Grove Plantation Country Club

General Manager (or Designee)

Date