

ARTWORK DISPLAY AGREEMENT AND APPLICATION

This Artwork Display Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ between The Eastern Colorado Health Care System (“VA Hospital”) and _____ (“Artist”).

1. The VA Hospital hereby agrees to accept and display the artwork identified in this Agreement at the VA Hospital on the Anschutz Medical Campus from:
the _____ day of _____, 20____, until the _____ day of _____, 20____.
2. The attached Addendum A – Description of Displayed Artwork, lists all artworks accepted for display from the artist for the time indicated above.
3. The VA Hospital and Artist agree that this Agreement shall apply to all of the artwork displayed by the VA Hospital for the Artist and that the VA Hospital may, from time to time, modify, supplement and amend Addendum A to reflect the sale or return of artwork by the VA Hospital under this Agreement.
4. Title to Artwork. Title to the Artwork shall remain at all times with the Artist. No title or right to the artwork shall pass to the VA Hospital, except the rights herein expressly granted that include the right to display and sell such artwork on behalf of the Artist.
5. Maintenance and Alterations. The VA Hospital shall keep the Artist’s artwork in the same condition as originally conveyed by the Artist to the VA Hospital, in a safe environment, and shall only use the artwork for its intended purpose.
6. Terms and Termination of Agreement. This Agreement shall continue in full force and effect until:
 - (a) *Delivery and Return of Art*: The artist is responsible for delivery of art to and from the VA Hospital, including any costs for shipping and, if needed, payment to the VA Hospital for packing and shipping.
 - (b) *Termination*: the Artwork is returned by the VA Hospital to the Artist at the end of the display period. The VA Hospital may terminate this Agreement early with a written notice of 5 business days to inform the Artist of its intent to terminate. The VA Hospital shall return, or the Artist shall agree to pick up the artwork in its original condition within 5 business days of the termination date.
 - (c) *Purchased*: if the artwork is purchased from the VA Hospital, a sales ticket for that individual piece shall be extended to the Artist within 5 business days of the date of the sale. Sales ticket shall reflect a 5% (five percent) donation to the VA Eastern Colorado Health Care System general post fund (GPF)/Veteran Canteen Service from the sales price.
 - (d) *Withdrawal of Artwork*: Artwork may be withdrawn by the Artist with a notice of 5 business days before the intent to withdraw.
7. Consent for production and use of verbal or written statements, photographs, digital images, and/or video or audio recordings by VA per VHA 10-3203 was completed on _____ and will remain active until rescinded in writing by the Veteran/Artist. The VHA 10-3203 will cover any and all art displayed by this Artist at the Rocky Mountain Regional VA Medical Center.
8. Liability. During the term of this Agreement, the VA Hospital shall not be responsible for any loss or damage to the displayed artwork, with the exception that claims for damage due to the negligence of VA employee(s) may be made pursuant to the Federal Tort Claims Act. Artist hereby assumes and shall bear the entire risk of loss or theft, damage or destruction or other injury to the artwork from any and every cause and should consider obtaining insurance for the artwork during the period of display.
9. No Waiver. Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.
10. Warranties. THE ARTIST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE.

11. Eligibility and Sales include:

- (a) Artist must be a Veteran receiving care from the VA Eastern Colorado Health Care System.
- (b) Application and a photo of each entry must be completed for each rotation.
- (c) Veteran may display art throughout the year, however, a different piece will be displayed during each rotation.
- (d) Artwork will be accepted and considered for display in order applications are received. Quantity of pieces accepted are limited based on size and number of pieces submitted. If not selected for current rotation, your application will be saved and reviewed during the following rotation series.
- (e) Unless the artwork sells, the Artist agrees the artwork will be displayed until the rotation is completed unless the Artist submits a requests per guideline discussed above in 6(d).
- (f) Option for selling art is by discretion of the Artist to include pricing. 95% of the sale goes to the Artist (see 6(a) above).
- (g) Artwork is sold through the Veterans Canteen Service (VCS) with collaboration of VFW Post 1 who will act as vendor. Once the transaction is completed through VCS (VCS has up to 30 days to deposit funds into the vendor's account), VFW Post 1 will pay the Artist when monies are received.
- (h) If you do not pick up your artwork within 7 days of the stated pick-up date or make arrangements with the Art Committee, the artwork will become VA property and up to the discretion of RMRVAMC to dispose of as necessary.

12. Artwork Restrictions include:

- (a) No donations of artwork will be accepted; artwork will only be on display during specified timeframe.
- (b) No drugs, sharp materials, sexual content, profane language, and/or violence will be accepted. This includes being part of the painting/created in the artwork. The depiction of military weapons in a manner that doesn't portray violence may be authorized and will be determined by the committee.
- (c) For safety reasons, no glass will be accepted on all fine art, however you may use Plexiglas. Exceptions can be made for 3-dimensional applied art with prior approval.
- (d) No one Veteran can display more than 3 (three) pieces of art at one time.
- (e) May not apply for the same piece to display for more than one rotation unless approved by the VA Art Committee. Entries into the Creative Arts Festival are an exception.
- (f) All wall hanging art must have a wire hanger. No saw tooth or other type hangers are permitted. Wire hanger must be on artwork prior to drop off, otherwise it will not be installed. The Art Committee will not install wire hangers for you. Accommodations for certain types of art are possible with prior approval from the Art Committee.
- (g) Artwork dimensions:
 - (1) 2-dimensional (2-D) file art including frame cannot exceed 4' tall x 3' wide x 4" deep with a 50-pound limit.
 - (2) 3-dimensional (3-D) applied art (includes sculpture, beadwork, woodwork, collages, model cars, etc.) cannot exceed 24" tall x 30" wide x 11" deep with a 20-pound limit.
- (h) Artwork must follow all guidelines. VA Art Committee has the right to accept artwork if piece does not meet requirements or has been deemed inappropriate or unacceptable to display at the RMRVAMC.

Entire Agreement. This Agreement contains the entire understanding of the parties IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ARTIST:

Artist (Please Print) _____

Artist Signature _____ Date _____

Address _____

Phone _____ Email _____

VA HOSPITAL REPRESENTATIVE:

Representative _____ Rep Signature _____

Title _____ Phone _____ Date _____

Addendum A Description of Displayed Artwork

Art Piece #1 *(MUST be completed by the Artist)*

Artwork Title:

Art Form (painting, sculpture, mixed medium, ceramic, etc.):

Medium (oil, acrylic, bronze, fired clay, etc.):

Dimensions (inches): Length Width Depth Established Sale Price: \$

Art Piece #1: VA Staff to Complete

Dates Accepted for Display from: to: Date returned to Artist:

OR Date Sold: Amount of Sale: \$ Balance to Artist: \$

Buyer Name:

Buyer Contact Info (email/phone):

Art Piece #2 *(MUST be completed by the Artist)*

Artwork Title:

Art Form (painting, sculpture, mixed medium, ceramic, etc.):

Medium (oil, acrylic, bronze, fired clay, etc.):

Dimensions (inches): Length Width Depth Established Sale Price: \$

Art Piece #2: VA Staff to Complete

Dates Accepted for Display from: to: Date returned to Artist:

OR Date Sold: Amount of Sale: \$ Balance to Artist: \$

Buyer Name:

Buyer Contact Info (email/phone):

Art Piece #3 *(MUST be completed by the Artist)*

Artwork Title:

Art Form (painting, sculpture, mixed medium, ceramic, etc.):

Medium (oil, acrylic, bronze, fired clay, etc.):

Dimensions (inches): Length Width Depth Established Sale Price: \$

Art Piece #3: VA Staff to Complete

Dates Accepted for Display from: to: Date returned to Artist:

OR Date Sold: Amount of Sale: \$ Balance to Artist: \$

Buyer Name:

Buyer Contact Info (email/phone):