

## Artist Procedures

Each window installation is a site-specific partnership between Artist, Curator, Property Owner, and PGLA. Every window is a one of a kind experience that requires all parties to work together to create a rewarding experience for all.

### Artist Role

--Design, install, maintain, and dismantle the installation.

--Provide installation materials.

--Upon notification, return vacant space to original (or better) condition within the time period requested by the property owner. (Definition of Better condition: this is to be discussed and evaluated before installation. In general better condition means the deinstallation does not result in any additional labor or material costs beyond what has been discussed).

--- All artwork must be appropriate for public windows. No Nudity or violent subject matter.

After you fill out your application we will search for the appropriate storefront.

The artwork is not covered by insurance. Artwork is placed at your own risk. Waivers releasing PGLA and the Property owner of all liability must be signed before the installation. Every precaution is taken to keep the Artist informed of the type of situation we are placing your work in. All parties will do our best to protect your work from damage or theft.

Coordinating installations and reinstallations can be complicated and your patience is requested. If appointments need to be cancelled please give as much as advance notice as possible. The important thing is that all parties are kept updated and informed of all relevant information at all times.

**Liza Simone will be present for all installations and removals and is the point person for all concerns.**

### **Phantom Galleries L.A. Project Protocol**

1. Once a property is chosen you will be sent photographs via e-mail of the property. We can then make an appointment to evaluate the property in person.
2. Confirm available installation date(s). Availability installation,
3. Upon request from the property owner you would need to submit a brief proposal and or photographs of prior work
4. Artist must agree to terms and sign the waivers

5. Times and dates are secured for installation.
6. Determine specific procedure for installation, maintenance and removal of exhibit.
7. "Installation Agreement" approved by all parties.
  
8. PGLA is contacted in writing to remove exhibit per terms of "Installation Agreement." And or it is predetermined how long the installation is to be kept up.
  
9. Artist must remove exhibit within 10 days of notification and the window and surrounding area must be returned to original condition (or better) within timeframe established "Installation Agreement."

Better condition means that the Artist has not caused PGLA to have to spend additional time and or money repairing something directly related to the artists exhibit. Example. If the artist decides to paint directly on a wall then they are expected to return the wall to white where the painting cannot be seen through the paint unless otherwise notified.

Typically we are guaranteed a 10-day notice to vacate. Sometimes we have less in most cases we have had over a month to prepare. All efforts will be made to accommodate artists with de-installations that must be unexpectedly removed.

Phantom Galleries, L.A. will work hard to keep every one feeling rewarded by their efforts.

Phantom Galleries LA is a privately owned business whose goal is to sustain itself. Many of our Locations are unfunded and or partially funded. Our organization currently relies on the generosity of its volunteers and participants. We do not rent or own the properties that we install exhibits in. We are guests of our generous hosts and benefactors the property owners. Our priority is not to cause injury or harm to the reputation of our generous hosts. We are respectful and grateful for this opportunity and do not engage in any activities that will place at risk or cause injury or harm to the reputation of our hosts. Protecting the property owner's interests and reputation are always our first priority. We are not a traditional gallery, or museum.

Each window installation is a site specific partnership between Artist, Curator, Property Owner, and PGLA . Every window is a one of a kind experience that requires all parties to communicate about what is appropriate and what is inappropriate content for each location and requires that everyone work together to create a rewarding experience for all. Each participating Arts Organization, Independent Curator, Artist is informed about what is and is not appropriate to show at each location. We do not censor or suppress any artists work but we do edit what can and can not be placed into each property based on the community that the property is located in. We are guests in someone else's home and we respect and appreciate the opportunity that we have been given and work within the limitations of that invitation.

If an artist work arrives and is in breach of what had been discussed and or agreed upon, verbally or in written form, than it is relocated to a more suitable location. If that can not be accomplished that the art is removed.

Work is placed in public pedestrian view. We can not knowingly choose work that will offend or intentionally provoke or incite numerous complaints. Clearly we would no longer be desirable guests if we were to do so and would be asked to leave. We are only able to offer Artist's opportunities if we have participating locations for their exhibits to be in.

### **Exhibit A**

## **AGREEMENT AND RELEASE FROM LIABILITY**

### **ASSUMPTION OF RISK**

**I am aware that the \_\_\_\_\_ (address) is considered to be an inactive construction site. I am voluntarily entering the building with the Knowledge of the danger involved. I hereby agree to accept any and all risks of injury or death, and verify this statement by placing my initials here: \_\_\_\_\_**

### **RELEASE**

I hereby release Phantom Galleries L.A., the property owner, and their officers, directors, employees, and agents, from any and all actions, claims or demands that I, my assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage to my person, resulting from my visit to this building.

### **KNOWING AND VOLUNTARY EXECUTION**

I have read this agreement and fully understand its contents. I am aware that this is a release of liability and sign it of my own free will.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at Los Angeles, California.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### **ARTIST'S WAIVER STATEMENT**

The undersigned agrees not to hold Phantom Galleries L.A. \_\_\_\_\_ building owner, or any of their staff or volunteer workers liable for any damage, loss or injury to person or property sustained by reason of accident or incident occurring in or about these premises.

Further, I waive any claim I may have with respect to any loss or damage or injury to my work submitted into the Phantom Galleries L.A. project. **ALL AND ANY INSURANCE COVERAGE ON THE EXHIBITED WORK IS THE RESPONSIBILITY OF THE ARTIST.** The undersigned has read and agrees to both this statement and the terms and conditions on the Phantom Galleries application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Phantom Galleries LA  
900 E 1<sup>st</sup> St Suite 307 (213) 626-2854**

**Liza@phantomgalleriesla.com**

**AGREEMENT WITH ARTIST**

Date:

Artist Name:

Artist Mailing Address:

Artist Phone#:

Artist Email Address:

Curator Name:

Other contact:

**TERMS AND CONDITIONS:**

Artist agrees to provide artwork to Phantom Galleries LA for an exhibition (still untitled)

Artist also agrees to participate in all listed events: *no events listed*

Opening: TBD

**Contract Period**

From:

To:

**Delivery Date:**

**Pickup Date:**

**Commission and Payments**

Suggested donation of 5-10% of the final sales price. Not mandatory.

**Hanging & Shipping**

All work must be ready for hanging. Artist is responsible to transport artwork to the gallery. Phantom Galleries LA will not be responsible for loss or damage occurred during the transportation of artwork.

**Insurance**

Once received, Phantom Galleries LA will provide insurance for the wholesale price of each piece of art. There is a \$1000 deductible that Phantom Galleries LA nor the Property owner is responsible for.

**Publicity**

Artist agrees that any artwork will be subject to be reproduced in print, and/or on the internet for publicity purposes unless otherwise notified.

**Inventory**

Artist agrees that the terms of this agreement applies as long as the artwork is in possession of the gallery.

**Misc.**

Artist agrees to provide artist's statement, resume, price list and any necessary documents prior to the exhibition. The attached sheet is a list of the artwork to be in the exhibition.

Artist: \_\_\_\_\_ Date: \_\_\_\_\_

Gallery Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Artist Name:**

**PRICE LIST**

1.

Artwork Title:

Year made:

Size L x W x D inches Note:

Medium:

Retail price:

2.

Artwork Title:

Year made:

Size L x W x D inches Note:

Medium:

Retail price:

3.

Artwork Title:

Year made:

Size L x W x D inches Note:

Medium:

Retail price:

4.

Artwork Title:

Year made:

Size L x W x D inches Note:

Medium:

Retail price:

5.

Artwork Title:

Year made:

Size L x W x D inches Note:

Medium:

Retail price: