

The ChamberPot Gallery

“The ChamberPot Gallery” is located in the bathrooms of the train station in Yellow Springs. It will be curated by Nancy Mellon and Corrine Bayraktaroglu under the auspices of the Yellow Springs Arts Council. The work will hang indefinitely. It can be sold on the condition the artist replaces it with the same size canvas preferably before the previous painting is taken down (just let Nancy or Corrine know as we have to arrange to have village staff remove the painting and hang the replacement). In each bathroom will be posted a sheet with a picture of the artists painting, title and name of artist. The sheet will also direct visitors to the office for sale info and to view the ChamberPot Gallery Books. All Sales are handled by the artist themselves.
Website: www.chamberpotgallery.com

Nitty-Gritty Details

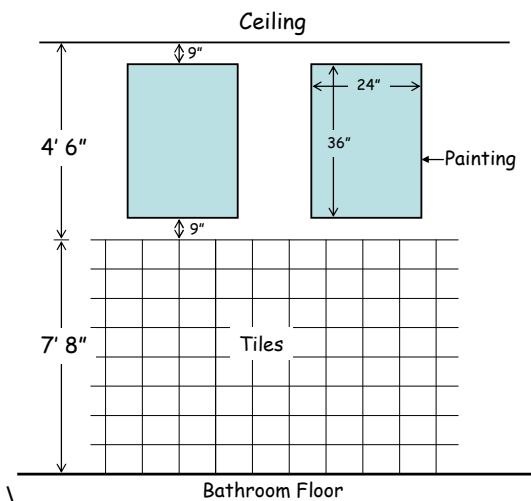
Theme: Yellow Springs
When: June 2009
Application Deadline: May 1st, 2009 (this includes the artist release agreement)
Art is due: May 20th, 2009 (deliver to Nancy or Corrine)
Exhibit Duration: Indefinite until work is sold
Canvas info: 24" x 36" x 3/4" with no stapled edges

Very important: All paintings are to be hung vertically, so please paint a vertical painting. We can't accommodate horizontal paintings. Do not add any hanging hardware.

Cost: No percentage asked for any sales except \$5.00 app fee.

Requirements: Fill application form and send application fee of \$5.00
Sign the artist release form
One painting only
Any media on the canvas
No frames or glass
Please provide a photograph/artist info for office book
Bio and links for the website

Safety issues: Art in public places is always at risk; however there are three factors that help in this regard. The placement of the paintings is 8 feet 5 inches from the bottom of the canvas to the floor make it hard to reach. In addition to height restrictions, security bolts are attached to each painting. Office staff are in the building normally from 10am – 5pm.
The bathrooms are open daily from about 7 am – 7:30pm,



The ChamberPot Gallery

Application for June 1st, 2009 Exhibit

Name _____

Address _____

Phone _____

Email _____

Title of work _____

Media _____

Price or NFS _____

Entry fee is 5.00 and covers the cost of hardware and reserves your place in exhibit.

check # _____

Please make checks payable to Corrine Bayraktaroglu (please put on memo section:for chamberpot gallery)

Please return along with artist release form to:

Corrine Bayraktaroglu

401 King Street, Yellow Springs, Oh 45387

or

Nancy Mellon

131 N. Walnut St, Yellow Springs, Oh 45387

Any questions please call nancy mellon at 767-1366 or Corrine Bayraktaroglu at 767-8727

Reminder: paintings need to be painted vertically as we cannot accommodate horizontal paintings.

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

THIS AGREEMENT OF RELEASE AND WAIVER OF LIABILITY (the "Agreement") is entered into as of the date last set forth below, by and between the undersigned (the "Artist") and **THE VILLAGE OF YELLOW SPRINGS, OHIO**, an Ohio municipal corporation (the "Village").

RECITALS:

WHEREAS, the Village has agreed to allow the Artist to place his or her artwork (the "Artwork") on Village property in the location identified in Exhibit A attached hereto (the "Display Location"), in exchange for which Artist has agreed to execute this Agreement; and

WHEREAS, Artist acknowledges that without the execution of this Agreement, the Village would not allow Artist to place the Artwork at the Display Location.

NOW THEREFORE, on the terms and conditions set forth below, the parties hereto agree as follows.

AGREEMENT:

1. **Acknowledgement and Assumption of Risk.** Artist hereby acknowledges and agrees that the placement of the Artwork at the Display Location has inherent and immeasurable value to the Artist. Artist further acknowledges and agrees that placing the artwork at the Display Location and transportation of the Artwork to and from the Display Location involves risk to the Artwork, including but not limited to, its damage and/or destruction. In consideration of the Village allowing the display of the Artwork on Village property, Artist hereby voluntarily assumes full responsibility for any damage and/or destruction of the Artwork while on display at the Display Location and/or during transit to or from the Display Location.
2. **Waiver and Release.** In further consideration of the village allowing the display of Artist's Artwork on Village property, Artist hereby waives any Claim (as defined below) that the Artist may have (either now or in the future) against the Village and /or its elected officials, agents, employees, representatives, attorneys, or assigns (each a "Village Party"), which in any way stems from or is related to: (a) the placement of the Artwork at the Display Location, or (b) the transport of the Artwork to or from the Display Location.
3. **Indemnification.** In further consideration of the Village allowing the Artist to display the Artwork at the Display Location, Artist hereby agrees to indemnify and hold harmless the Village Parties against any and all damage resulting from the display of the Artwork at the Display Locations or the transport of the Artwork to or from the Display Location, including, but not limited to: (a) personal injury to third parties, (b) damage to Village Property, and/or (c) the legal costs and expenses incurred by the Village in defending any Claim for such damages.
4. **Definition of Claim.** For the purposes of this Agreement, "Claim" shall mean any and all claims, actions, suits, causes of action, accounts, judgments, agreements, promises, debts, damages, demands, losses, liabilities, disputes and controversies of every nature and description

In law or in equity, whether arising by statute, at common law, or otherwise, whether arising under federal, state, or other law, whether assertable directly or in any other representative capacity whatsoever, and whether discovered or accrued at any time (including without limitation the future).

5. **Severability**. Should any provision of this Agreement be held invalid or illegal, such illegality or invalidity shall not invalidate the whole of this Agreement. The Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

6. **Entire Agreement**. This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior agreements and understanding, oral or written, among the parties hereto with respect to the subject matter hereof.

7. **Choice of Law**. This Agreement and all rights and duties hereunder shall be governed by the interpreted and construed in accordance with the laws of the State of Ohio in a court of competent jurisdiction within the State of Ohio.

8. **Successors and Assigns**. The Parties agree and represent that they have assigned or transferred, or purported to assign or transfer, to any person or entity, any claim released in this Agreement or a portion thereof or interest therein. This Agreement, and the respective representations, warranties, covenants, provisions, terms, conditions and agreements contained in this Agreement, shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors, assigns and heirs.

IN WITNESS WHEREOF, each of the parties have duly executed this Agreement by their own free will and as of the date first written above.

“Artist”

Signature: _____

Print Full Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone:_(_____)_____- _____ E-Mail: _____

Date: _____

EXHIBIT A

DESCRIPTION OF DISPLAY LOCATION

Street Address: 101 Dayton Street
City: Yellow Springs **State:** Ohio **Zip:** 45387

Detailed Description:

Painted wall above tiles in Womens' and Mens' bathrooms in the Train Station.