

BEE+HIVE ARTIST COLLECTIVE

ARTIST EXHIBITION & CONSIGNMENT AGREEMENT

BLACK UMBRELLA GALLERY

In partnership with Bee+Hive Artist Collective

WELCOME TO THE HIVE

We are honored to welcome you into a creative community built on collaboration, professional practice, and mutual support. This agreement documents the expectations that protect the artist, the artwork, the exhibition, and the collective experience.

INSPIRE. CREATE. CONNECT.

- Sharon Rene, Creative Director

Community Participation

Participation extends beyond displaying artwork. BHAC grows when artists show up for one another, share official promotions, respect the gallery, and contribute to a welcoming creative environment.

Monthly Rhythm

Exhibit Opening	First Friday celebration of new work and community gathering.
Hive Night	Second Friday artist talks, performances, and creative exchange.
Closing Night	Final gathering and spotlight of the exhibition's closing moments.

Artist Participation

- Attend at least one scheduled exhibition event during the assigned month.
- Respect submission deadlines, drop-off and pickup times, and curatorial decisions.
- Share official exhibition promotions and invite guests when possible.
- Support fellow artists and engage with patrons, staff, and the community with integrity.
- Understand that repeated failure to meet these commitments may affect future exhibition opportunities.

Showing up for one another is as important as showing your work.

Agreement Snapshot

Artist	_____
Exhibition Start	_____
Exhibition End	_____
Effective Date	_____

The parties' complete signatures appear on the final page. No earlier signature or initial replaces the final acknowledgement.

Artist Exhibition & Consignment Agreement

This Artist Exhibition & Consignment Agreement (the "Agreement") is entered into by the exhibiting artist identified on the signature page (the "Artist"), Black Umbrella Gallery (the "Gallery"), and Bee+Hive Artist Collective ("BHAC"), with Sharon Rene serving as Curator. The Agreement governs the submission, exhibition, promotion, sale, custody, and return of the Artist's artwork.

1. Submission and Approval

Only submissions that include a signed Agreement will be reviewed. All artwork must be submitted through the BHAC website. Selection and final approval are at the discretion of the Curator in coordination with the Gallery. No artist may independently curate, install, schedule, or alter an exhibition without prior written approval from the Curator and an authorized Gallery representative.

2. Assigned Exhibition Period

Selected artists will receive written notice of their exhibition dates, designated drop-off window, and pickup window. Failure to deliver artwork within the designated timeframe, or failure to deliver exhibition-ready work without prior written approval, may result in loss of the assigned exhibition month. Rescheduling is not guaranteed.

Exhibition Start	_____
Exhibition End	_____
Drop-Off	Date: _____ Time: _____
Pickup	Date: _____ Time: _____

3. Delivery, Documentation, and Installation

Every artwork must be listed on the Artwork Inventory & Check-In Form and accepted in writing at delivery. The Artist must provide accurate identifying information, retail price or NFS designation, declared insurance value, and any special handling instructions.

- Artwork must be clean, structurally sound, fully prepared for professional display, and ready to hang with secure hardware installed.
- Each artwork must be wrapped or otherwise protected for transportation.
- Each artwork must be labeled with Artist Name, Title, Dimensions, Medium, and Price / NFS / On Loan From.
- Installation and deinstallation will be handled only by the Curator, BHAC team, Gallery staff, or their authorized representatives.
- The Artist may not rearrange the curated exhibition or remove artwork before the exhibition end date without written approval.

Artwork Insurance, Custody & Risk of Loss

4. Declared Values and Condition Record

Each artwork must have a declared retail value and a declared insurance value recorded on the Artwork Inventory & Check-In Form before it is accepted. Existing condition issues, special vulnerabilities, and handling restrictions must be disclosed and documented at check-in.

5. Transit, Packing, and Artist Insurance

The Artist is responsible for safe packing and transportation to and from the Gallery and shall maintain appropriate insurance coverage while the artwork is in transit. The Artist is encouraged to maintain supplemental fine-art insurance throughout the entire exhibition period. Proof of insurance may be requested for artwork exceeding a value threshold communicated in writing before delivery.

6. Custody and Applicable Law

Upon documented acceptance of the artwork, responsibility for loss of or damage to the artwork while it is in the custody or control of the Gallery, BHAC, the Curator, or their authorized representatives shall be governed by applicable California law, including nonwaivable protections governing the consignment of fine art. Nothing in this Agreement waives, limits, transfers, or releases any responsibility that cannot legally be waived.

7. Defective Construction and Undisclosed Fragility

The Artist represents that each artwork is structurally sound, properly framed or prepared, and equipped with secure installation hardware. To the extent permitted by law, the Artist remains responsible for damage caused solely by defective construction, inadequate framing, insecure hardware, inherent material deterioration, or fragility not disclosed before acceptance.

8. Loss or Damage Reporting

Any loss, theft, or damage discovered during the exhibition or handling process must be documented and reported promptly to the Artist and, when applicable, the appropriate insurance provider. The parties will reasonably cooperate in providing condition records, photographs, values, and other information needed for a claim.

IMPORTANT: A requirement that the Artist obtain insurance does not eliminate or replace responsibilities imposed on a consignee or custodian by California law.

Sales, Commissions & Promotion

9. Sale Authorization and Listed Price

The Artist authorizes the Gallery, BHAC, and the Curator to display and offer for sale each artwork identified as available on the Artwork Inventory & Check-In Form at the listed retail price. Artwork marked NFS will not be offered for sale. Any price change must be confirmed in writing by the Artist and the Curator.

Commission Structure

ARTIST	BLACK UMBRELLA GALLERY	CURATOR - SHARON RENE
60%	30%	10%

Payments will be processed after a sale is finalized, with disbursement to the Artist within thirty (30) days. Artwork and sale proceeds will be handled in accordance with applicable California law. The Artist will not complete a direct sale with a purchaser introduced through the exhibition for the purpose of avoiding the stated commission.

10. Marketing and Promotional Use

BHAC and the Gallery may promote the exhibition through their respective channels. The Artist grants BHAC, the Gallery, and the Curator a nonexclusive, royalty-free license to use the Artist's name, approved biography, likeness supplied for promotion, and images or documentation of exhibited artwork solely for exhibition promotion, event recaps, archival records, and BHAC or Gallery communications. The Artist retains copyright and all other ownership rights in the artwork.

- Artists are encouraged to share official, gallery-approved promotional materials.
- Artists may not circulate materially conflicting event information without written approval.
- Any image credit or usage restriction must be supplied in writing before promotion begins.

Artwork Pickup, Holding & Unclaimed Work

11. Mandatory Pickup

Black Umbrella Gallery does not provide ongoing artwork storage. The Artist must retrieve all unsold artwork within forty-eight (48) hours after the exhibition end date, unless a different written arrangement is approved before the deadline.

12. Relocation and Holding Fees

Artwork not collected within the 48-hour window may be removed from the Gallery and relocated to a reasonably secure holding location by the Curator, BHAC, the Gallery, or an authorized representative. Relocation and holding remain subject to the custody and risk-of-loss provisions of this Agreement and applicable law. A holding fee of \$25 per day will begin immediately after the 48-hour window closes and is due no later than pickup.

13. Notice and Unclaimed Artwork Process

BHAC or the Curator will make reasonable attempts to contact the Artist using the email address, telephone number, and mailing address provided in this Agreement. If artwork remains unclaimed thirty (30) days after the exhibition end date, BHAC or the Gallery may issue a final written notice and begin any process permitted for unclaimed property. The artwork may be transferred, sold, disposed of, or otherwise handled only after compliance with any notice, waiting period, and other procedure required by applicable California law.

NO AUTOMATIC FORFEITURE: Missing a pickup deadline does not automatically transfer ownership of the artwork to Sharon Rene, BHAC, Black Umbrella Gallery, or any other person.

14. Artist Contact Information

The Artist is responsible for keeping current contact information on file through final pickup and payment. A notice sent to the most recent contact information supplied by the Artist will be treated as a reasonable contact attempt, subject to applicable law.

Artist Responsibilities & Community Standards

15. Artist Responsibilities

The Artist agrees to provide complete and accurate artwork information, pricing, values, biography, statement, and promotional materials when requested; meet all submission, delivery, event, and pickup deadlines; disclose special handling needs or material risks; and follow reasonable Gallery and curatorial instructions.

- Maintain the artwork in exhibition-ready condition before delivery.
- Attend at least one scheduled exhibition event during the assigned month.
- Respect the Gallery, fellow artists, patrons, staff, and the wider community.
- Avoid conduct that interferes with installation, sales, programming, or the visitor experience.
- Support BHAC's mission of creativity, connection, inclusivity, and community without ego-driven competition.

16. Community Conduct

BHAC and the Gallery are committed to a safe, inclusive, and respectful environment. Harassment, discrimination, threats, abuse, exploitation, retaliation, intentional property damage, or conduct that creates a material safety, legal, ethical, or operational risk is prohibited.

17. Suspension or Termination of Participation

The Curator and an authorized Gallery representative may suspend or terminate participation based on a good-faith determination that the Artist has materially breached this Agreement or engaged in prohibited conduct. When practical, the Artist will receive notice and a reasonable opportunity to correct a curable issue. Immediate action may be taken when reasonably necessary to protect people, property, the exhibition, or ongoing operations. Decisions will not be based on a legally protected characteristic.

18. Effect of Termination

Termination does not transfer ownership of the artwork and does not eliminate accrued payment, pickup, notice, custody, insurance, commission, or risk-of-loss obligations. Any removal and return of artwork will be documented and completed in accordance with this Agreement and applicable law.

General Terms

19. Governing Law and Nonwaivable Rights

This Agreement is governed by the laws of the State of California. Nothing in this Agreement waives rights or responsibilities that cannot be waived, including applicable protections relating to the consignment of fine art.

20. Entire Agreement

This Agreement, together with the applicable Artwork Inventory & Check-In Form and any written exhibition addendum signed by the affected parties, contains the complete agreement regarding the exhibition. It replaces earlier oral or written understandings concerning the same exhibition.

21. Amendments

Any material change to this Agreement must be in writing and signed or electronically accepted by the Artist and an authorized representative of BHAC or the Gallery.

22. Severability

If any provision is found invalid or unenforceable, the remaining provisions will continue to the fullest extent permitted by law, and the affected provision will be interpreted as narrowly as necessary to remain lawful.

23. Electronic Signatures and Counterparts

Electronic signatures and signatures in separate counterparts are permitted and will be treated as originals. Together, all signed counterparts form one Agreement.

This agreement is designed to document BHAC and Gallery operations clearly. Because insurance policies, consignment practices, and California law may change, the final business form should be reviewed periodically by qualified legal counsel and the relevant insurance professional.

Final Acknowledgement & Signatures

By signing below, each signer confirms that they have read and understand this Agreement, have had the opportunity to ask questions, and agree to the terms applicable to their role. The Artist confirms that the information and declared values supplied for the artwork are accurate and that the Artwork Inventory & Check-In Form will be completed before acceptance.

Artist Legal Name	_____
Professional Name	_____
Email	_____
Telephone	_____
Mailing Address	_____ _____
Exhibition Period	Start: _____ End: _____
Inventory Form	☐ Attached at signing ☐ To be completed before delivery

ARTIST

Signature: _____

Printed Name: _____

Date: _____

BEE+HIVE ARTIST COLLECTIVE / CURATOR

Signature: _____

Printed Name: _____

Date: _____

BLACK UMBRELLA GALLERY - AUTHORIZED REPRESENTATIVE

Signature: _____

Printed Name / Title: _____

Date: _____

Inspire. Create. Connect.