

Under the Sun 2024
June 20 – September 26, 2024



Complete if art was shipped:
Was a return ship label included?
_____ YES _____ NO _____
Artist Initials: _____

Artist Application/Agreement

Full Name Printed: _____

Address: _____

City, State, Zip: _____

Email address: _____

Telephone: _____ Cell Phone: _____

Website: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participation in the activities arranged through Buttonwood Art Space (BAS), I hereby release, waive, discharge and covenant not to sue Buttonwood Art Space (BAS), Buttonwood Financial Group (BFG) and/or Operation Breakthrough (OB) their officers, servants, agents, owners, and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in BAS activities, or while in, on or upon the premises where the BAS activities are being conducted, while in transit to or from the premises, or in any place or places connected with the BAS activities.

2. I am fully aware of risks and hazards connected with being on the premises and participating in BAS activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in BAS activities, and I hereby elect to voluntarily participate in the BAS activities, to enter upon the above named premises and engage in activities. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in BAS activities, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in BAS activities, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

3013 Main Street, Kansas City, MO 64108
816-285-9040 800-448-9093 816-285-9001 (fax)

Last Name: _____

In signing this Application and release, I acknowledge and represent that:

- A. I have read the foregoing page and release, I understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and I execute this Application and release for full, adequate and complete consideration fully intending to be bound by same.
- D. The art listed below is my original creation and all source photographs and materials are my own.
- E. I acknowledge that BAS has 10% price flexibility as inventive to buyers without approval by me or OB. Any other price reduction will require discussion and agreement.
- F. I further understand and agree that any of my submitted artwork may be used for promotional and/or advertising purposes.
- G. I agree to consign the artwork(s) listed below to BAS with the understanding that in the event the artwork(s) sells, I shall receive 50 % of the listed price below within 15 days of the close of the art event.
- H. I agree that if any of my artwork in this exhibition sells outside of BAS or BAS website, it is still subject to the 50% commission to OB (for the duration of the exhibit only).
- I. I understand this exhibition is in person and my accepted artworks are to be displayed physically in the gallery. If I can't deliver my artwork to the gallery, my work will be removed from the exhibit.
- J. I understand that it is my responsibility to collect any unsold artwork after the close of the exhibition. BAS has the right to retain any artworks not picked up after 60 days from the close of the exhibition.

Participant Signature: _____ **Date:** _____

Artworks consigned to BAS through duration of show include:

Title	Price	Received by Artist (Sign if/when you pick up unsold works)

To be signed when picking up any unsold art after the exhibit:

Date returned unsold from BAS _____
Date Signature of Artist