



MAIN STREET GALLERY-ARTIST CONTRACTUAL AGREEMENT:



- 1. TERM & TERMINATION** This agreement shall commence upon signing by the artist and a Board member and end by written letter of resignation or termination.
- 2. EXPENSES** The Gallery agrees to pay out of the dues and gallery commissions, operating expenses for the Gallery including rent, utilities, liability insurance, taxes, licenses, fees and Gallery advertising and other related expenses for the day-to-day operations of the Gallery.
- 3. INSURANCE** The Gallery agrees to provide general liability insurance with a professional insurance broker.
Artists are encouraged to provide their own theft/damage insurance through their own broker/agent.
The Gallery will not be responsible for theft or damage to their artwork while in procession of Main Street Gallery Artists retains ownership of their art until the completion o a sale .
- 4. COMMISSIONS** The Gallery shall receive a commission of 20% (subject to modification by the Board). The Artist shall establish retail value of works.
- 5. SALES TAX** The Gallery is a non profit entity and does not charge sales tax. Payment of all taxes on the sale of their art is the sole responsibility of the Artist.
- 6. PAYMENTS** The Gallery shall pay the Artist proceeds of sales due to the Artist within a thirty day period, after the sale of an artwork.
- 7. DUES, FEES, LATE FEE:** Artist agrees to pay a one- time, non-refundable annual membership fee of \$30 and must be in good standing to participate in the gallery. **Artist also agrees to pay a monthly fee of \$20 per month during the participation in the Gallery. This fee is also referred to as the “Hanging fee”.** The hanging fee must be paid during the first week of the month. failure to do so will result in removal of artwork from the gallery display.

If a member knows he/she will be unable to pay monthly dues on time, an arrangement must be worked out with the Administration prior to the first of the month in which the dues are overdue. If the member had gallery sales, the dues can be taken from there. This is not to be construed as an alternate system of dues payment, but as an emergency only situation. If sales were insufficient to cover the dues, other arrangements must be made by the Artist to fulfil their obligations. The Artist’s display privileges may be revoked until such time as the dues are paid in full.
Non payment of dues for three months may be grounds for termination. Reinstatement to the gallery shall occur with full reimbursements of past due fees plus a \$25 reinstatements fee.
- 8. DISPLAY CONDITIONS:** All active artist Members in Good Standing shall have their work displayed in the Gallery, but not necessarily all works submitted. All work that requires special handling or packaging shall be submitted by the artist to the Gallery Administrators. The Administors reserve the right to remove a piece for non compliance of gallery/ Valley Arts Council policy requirements. They will notify the artist of any issue. All painting to be displayed on the walls must be properly framed in accordance with the gallery’s requirements. All work must be clearly labeled by the artist and all Art Registration paperwork must be filled out by the Artist upon submission of the artwork.
- 9. INAPPROPRIATE WORKS:** While we do not support the sensorship of any art. The gallery Administrators reserve the right to deem an artwork inappropriate for display. Derogatory, Political, Pornographic or works displaying excessive displays of graphic sexual content, hate speech will not be accepted due to the demographic make-up of our organization.
- 10. GALLERY STAFFING** Artist agrees to work artist's equal share of shifts as determined by the Administrators, A closed gallery, sells no art! If an artist is unable to fulfill scheduled time, he/she must notify Administrators for a replacement with sufficient notice. Failure to do so will result in a \$10 fine and removal of Artist’s work from display. All members must cover two gallery shifts per month.
- 11. MEETING ATTENDANCE** Artists are strongly encouraged to attend full membership and any emergency meetings called by the Board of Directors. Members may attend board meetings but may not participate in discussions .
- 12. STORAGE & UNCLAIMED WORK** Work submitted by the Artist but not exhibited shall be picked up in a timely manner. Extra works may be left at the gallery only with permission from the Gallery Administrators. Any works left over 10 days after the end of a monthly display or Exhibition or show will be subject to a \$10 per week storage fee. Works left over 90 days becomes property of the Valley Arts Council and sold with the arts Council retaining all funds. Artists will be issued a letter of donation for their tax files upon request.
- 13. RETURN POLICY:** All sales final, No returns. If Artwork is flawed or damaged, Artist will be contacted and given the opportunity to repair or replace at own descretion.



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It All Happens on Main Street!

14. TIME PURCHASES (lay away) Lay away is to be handled on a case -by-case basis between the customer and artist. The customer’s contact information shall be obtained and given to the artist and the artist’s contact info shall be given to the customer. See procedural manual for most current procedure.

15. SECURITY INTEREST All works deposited by the Artist are property of the Artist until sold. Ownership of sold works shall pass directly to the buyer. The works shall not be subject to claims by the Gallery's creditors.

16. COPYRIGHT: Artist as the creator, retain copyright. All Artwork sold for purpose of decorative/display only. Buyer purchases original artwork, not intellectual property and cannot reproduce imagery without consent of Artist.

17. MODIFICATIONS The Administers of this Gallery reserves the right to change this agreement after 90 days and upon 30 days written notice.

18. TERMINATION OF MEMBERSHIP Artist may terminate this agreement with 30 day written notice to the Board of Directors. Notice may be sent via email. If an artist gives 30 day notice of resignation, said artist agrees to continue to work their shifts until termination date or to arrange coverage by other Gallery artists. Artist must notify Staffing Chair and Gallery Manager of such changes. Further, artist agrees to continue to fulfill all committee commitments until separation from the Gallery. Artwork shall be on exhibit until the next changeover unless prior arrangements with the Board and the Display Committee Chair/s. The artist must be current in dues and fees owed the gallery. Monies may be withheld from sales if not paid by date resignation is in effect.

All potential new members, when accepted by the jury, will be carefully mentored and included in all relevant gallery activities for a period of up to 6 months. After which the Board will vote on granting member in good standing status. If membership is denied then up to \$100.00 of the buy-in (prorated) would be refunded to the artist, \$25.00 will not be refunded.

A member may be terminated for non-payment of dues. (See Penalties for Non-Payment of Dues). No member is exempt from any of the stated duties in this Contract (except for special cases as deemed by the Board of Directors) without forfeiting his/her privileges to exhibit and remain a member in good standing of the Gallery.

19. GRIEVANCES Any member who has a grievance against the Gallery shall first try to resolve the grievance with the particular artist or Chair position. If they are still unable to solve the grievance then they may submit a Grievance Form to the Board of Directors. Grievances will be discussed at the next board meeting for resolution but there is no guarantee that it will be resolved immediately if professional advice is needed. The artist will be notified in writing of the Board's decision. The artist can request that the Board meet sooner if the matter is urgent. The Grievance form can be obtained from the Secretary. The form may be submitted via email.

20. HOLD HARMLESS Though we ensure a safe, secure and visible venue for the display and sale of artwork(s), Gallery Administrators, gallery members and officers and entities operating under the auspices of the Valley Arts Council shall not be liable for loss, theft or damage to art works brought to the gallery for display or sale.

The undersigned agrees to have received a copy of this contract, read it in full, understands the rules, and will abide by requirements stated within. Further, the undersigned agrees to receive a copy of the Gallery's Bylaws, read it and comply with the procedures set forth in that document.

Artist

Date

Address

City/ST/

Zip

Phone#

Email



Gallery Administrator