

Exhibiting Artist Agreement The Art League Gallery

To become an Exhibiting Artist ("Artist") of The Art League Gallery ("Gallery") you must submit this Exhibiting Artist Agreement and pay yearly dues of \$80. Becoming an Exhibiting Artist allows the Artist to submit to monthly juried shows, special exhibitions, and apply for a solo show, but does not guarantee acceptance to any show.

Artist and Gallery agree to the following terms and conditions:

1. **Term:** This contract covers one year. This contract must be renewed each year for continued participation in Gallery exhibitions.
2. **Expenses:** The Gallery agrees to pay operating expenses including but not limited to rent, utilities, liability insurance, advertising, and other related expenses for day-to-day operation of the Gallery. The Gallery will provide typical wall hardware for hanging artwork; any wall-hanging artwork in excess of 40 pounds must be installed by the Artist with Artist-provided hanging hardware.
3. **Insurance:** The Gallery agrees to provide general liability insurance. Artists are encouraged to provide their own theft/damage insurance through their own brokers. While the Gallery will protect all artwork to the best of its ability, the Gallery will not be responsible for theft or damage, with the exception of damage caused directly by Gallery staff. Artists should be notified of breakage as soon as possible.
If the Artist causes the damage of another artist's work, the Artist is responsible for the full retail value of the damaged work.
If the Artist is causes damage to another artist's frame or glass, the Artist is responsible for the replacement of the frame or glass.
4. **Pricing and Negotiation:** The Artist shall establish the value of his or her works. It is against Gallery policy to negotiate on prices, and the Artist may not undersell the Gallery. The Artist cannot change the price of a work once it is in an exhibit.
5. **Commissions:** The Gallery will receive a commission of 40% (subject to change for some special exhibits).
6. **Sales Tax:** The Gallery will collect and pay the applicable sales tax on works sold. The tax determined by the state (6% as of Nov. 2015) will be added to the retail price established by the artist.
7. **Payments to the Artist:** The Gallery shall pay proceeds of sales due to the Artist by the 15th of the month following the month of sale.
For tax purposes, The Art League's accounting staff needs the social security number of the Artist before issuance of a check to that Artist. A 1090 tax form will be mailed to any artist with \$600 or more in sales in a calendar year.

8. **Dues and Fees:** Each exhibiting artist agrees to pay \$80 dues yearly. Artists eligible for the Gallery 75 (please see "Jurying and Display" for eligibility rules) and interested in participating should pay an additional \$65 (2D work) or \$45 (3D and pastel work) yearly. Artists will be charged a storage fee for any work left more than two weeks from the Tuesday of jurying or de-installation. The fee is \$1 per work per day, up to \$5 per work.

9. **Jurying and Display of Artwork:** Different jurors are hired from outside The Art League to select the works for each exhibit. Jurors cannot be repeated within five years. Each Exhibiting Artist may submit up to two works (three works if the exhibit is being juried online) for consideration by the juror. Up to one work from each artist can be selected; selection is **not** guaranteed. Work that does not fit the exhibition guidelines in the Gallery Policy Manual will not be displayed.

Artists whose work is selected for at least three exhibits in one fiscal year (July 1–June 30), been a solo artists, member for 25+ years, or had 12+ works accepted into TAL juried exhibits become eligible for participation in the gallery 75, which allows each participating artist to have one work hanging on the walls in Gallery 75 and five unframed works for up to six months.

10. **Staffing and Hours:** The Gallery staff consists of a Gallery Director, Assistant Gallery Director and Solo Artist Coordinator, and one or two Gallery Associates. This staff is answerable to the CEO and ultimately Board of Directors of The Art League, Inc. The Gallery is also reliant on numerous volunteers, pulled both from the ranks of the exhibiting artists and from interested non-artist supporters.

The Gallery is staffed and open Monday–Saturday, 10:00 am–6:00 pm, 10:00 am–9:00 pm Thursdays, and 12:00 noon–6:00 pm on Sunday. The Gallery will be closed on the Fourth of July, Thanksgiving, Christmas Day and New Years Day, as well as the Tuesday of each month on which we jury and hang our monthly exhibits, and one day in October for Solo Artist Jurying. Please check www.theartleague.org for any closings for inclement weather.

As residents of the Torpedo Factory Art Center, we must abide by the TFAC's schedule: some nights the building is rented for special events and must close at 5:00, so check www.torpedofactory.org/todays-hours/ if you are thinking about stopping by late in the day.

11. **Unclaimed Works:** Any artwork left in the Gallery for six months or longer becomes the property of the Gallery without notice and will be used for our annual fundraiser, the Patrons' Show, in February.

12. **Time Purchases and 24-Hour Approval:** The Gallery offers these options to interested but hesitant customers. Time Purchases allow the customer to split the price of the artwork into three equal payments over three months. The artwork remains in the possession of the Gallery until the final payment is made, and the Artist will receive the full payment at once by the fifteenth of the month after the month in which the final payment is made. 24-Hour Approval allows a customer to take home an artwork for 24 hours before making their final decision. The Gallery retains either the customer's credit card number

or a check for the full amount while artwork is in the customer's possession; if at the end of 24 hours the customer has not returned the artwork, the sale is finalized. Unlike a time payment, this process should not delay payment to the Artist.

13. **Ownership:** All works deposited by the Artist remain the property of the artist until sold; ownership of sold works shall pass directly to the buyer.

14. **Copyright:** All copyrights remain with the Artist. By signing this contract, the Artist gives the Gallery permission to photograph and use images of artwork for marketing purposes (ex. on gallery website; as examples on future calls to artists; on cards advertising exhibit) and for Gallery documentation.

15. **Modifications to Contract:** The Gallery retains the right to modify this contract, with notice to Exhibiting Artists.

16. **Termination of Contract:** The Gallery reserves the right to terminate this contract with any artist who does not abide by the rules laid out within this contract or within the Gallery Policy Manual, or who creates a hostile environment for fellow exhibiting artists or Gallery staff.

Membership dues are non-refundable. This contract expires at the end of the year term. Early contract termination/refund of dues will be considered in some cases and are at the discretion of the Gallery Director and CEO of The Art League.

17. **Hold Harmless:** Neither the Board nor any member of the Gallery staff shall be liable for any loss or damage to artworks brought to the Gallery for display or sale.

While we make every effort to protect artwork in the gallery, artists understand that they exhibit at their own risk. No person will be denied membership on the basis of race, color, religion, age, sex, ethnic origin or any other basis prohibited by statute. However, The Art League reserves the option of refusing or discontinuing membership to any person deemed incompatible with the process of gallery operations due to disruptiveness or any behavior inconsistent with the policies set forth for the Board of Directors as well as the employees. A gallery policy manual is available for your review in the Gallery and at www.theartleague.org/content/membership_info. Please take the time to familiarize yourself with all our policies.

By joining as an exhibiting member, you agreed to the above terms.