



Arts Alive! Center for the Arts Gallery Agreement

This agreement is entered into on _____ between _____
date *Artist*

residing at _____
physical address

receiving mail at _____
address if different from physical address

and reachable at _____ or _____
phone *alternate phone*

or _____
email address

and Arts Alive! Center for the Arts Gallery, located at 1429 Cole Street, Enumclaw, WA, 98022, 360-802-6787,
receiving mail at PO Box 442, Enumclaw, WA 98022.

1. **Appointment of Gallery as Agent** Artist appoints Arts Alive! Gallery (“Gallery”) as an agent for the sale and exhibition of his/her work in Enumclaw, Washington. This appointment is solely for the promotion and sale of the work(s) as accepted through a juried process; it does not include the right to modify, license, offer to license, or sell any rights to the work(s) accepted. Gallery agrees and acknowledges that the delivery of the work(s) is for display and potential sale but is not, in itself, a sale of the work(s) to the Gallery.
2. **Artist Warranty and Obligation** Artist warrants that he/she is the owner/creator of the original work(s), including the copyright and reproduction rights, and maintains the right to grant the appointment for the sale and exhibition of the work(s).
 - a. All artists applying to show in Arts Alive! Gallery must, upon acceptance, become a member.
 - b. Artist is responsible for providing a complete and accurate inventory of work(s), including pricing, a number and description on each piece, upon installation of exhibited work. This inventory will be transferred to a digital inventory file, at which time the inventory and display will be reviewed by the Gallery Manager/Representative and Artist, initialed by both parties, and updated with each change of inventory. If an item is not on the digital inventory file, it will be removed from the Gallery floor until the Gallery Manager has it logged in and it is initialed by both parties.

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- c. Artist is responsible for pricing and labeling his/her own work(s) in compliance with signage standards implemented by Galley Manager. Gallery Manager will consult with an Artist on any pricing inconsistencies.
- d. Artist will replace sold works within one week of sale.
- e. Artist may not exhibit work(s) in a medium not previously juried in. Works in new media must be treated as a new application for approval, however, once accepted may share space with existing work(s) in the Artist's space. *(See addendum at end of contract)*
- f. Artist will be responsible for refreshing and rearranging display space at least once every 60 days.
- g. Artist agrees to install artwork that is free from damage and of professional quality.
- h. Only the Artist/authorized agent(s) with identification and written authorization will be allowed to remove work(s) from the Gallery.
- i. Artist authorizes gallery to deduct unpaid rent from sales where applicable.
- j. In addition to space rental, Artist agrees to a Gallery commission of 15% on all sales.
- k. Artist has agreed to the following space(s) (circle those that apply):

Resident Artist

Guest Artist

Wall space 4x8 8x8

Wall space_____

Floor space_____

Floor space_____

Case: Full Half

Other_____

Other_____

- l. For defined space, Artist will pay \$_____ per month, due on the first day of the calendar month. Payments not received by the tenth of the month will incur a late fee of \$10.00 and a warning. Payments one month late may result in the forfeiture of the rented space and removal of work(s).
- m. Payments may be mailed to: **Arts Alive! Center for the Arts**

PO Box 442

Enumclaw, WA 98022

or delivered to the Gallery in person:

Arts Alive! Center for the Arts Gallery

1429 Cole Street

Enumclaw, WA 98022

3. **Gallery Obligations**

- a. Gallery will notify Artist when work(s) is/are sold so that Artist may replace sold pieces.
- b. Gallery will provide sales personnel during Gallery hours and for special events on site.
- c. Gallery will collect and pay sales tax on all Gallery Sales.
- d. Gallery will make available checks on sales of Artist's work(s) no later than the fifteenth of the month following the date of the sale, subtracting 15% commission and any unpaid fees.
- e. Gallery accepts cash, check, money order and credit card payments. Gallery does not have a hold or layaway option.
- f. Gallery shall keep accurate accounts regarding all transactions relating to this agreement.
- g. Inventory lists will be transferred to a digital file by the Gallery Manager, a printout of that file will be the "live" inventory list at the Gallery.
- h. **Disclaimer** Artist shall interpret nothing in this Agreement as promise or guarantee of outcome of a solicitation or negotiation by Gallery on behalf of the Artist. Gallery is free to conduct business other than on the Artist's behalf, including agency relationships with other artists.
- i. **Termination** This Agreement may be terminated by either the Artist or Gallery with a 30 day written notice. In the event of Artist's death or if the Gallery ceases to operate, the Agreement will be automatically terminated. In the event of termination, all work(s) must be promptly removed from the Gallery by Artist or authorized representative.

4. **Loss or Damage; Security** Gallery shall protect inventory with reasonable and prudent methods. Gallery is not secured by an alarm system nor is it monitored at all times.

- a. Artist shall maintain insurance to cover loss or damage of his/her own work(s).
- b. Artist will hold harmless Gallery, Arts Alive! Center for the Arts, its members, board, volunteers and staff, and the City of Enumclaw, its public servants, staff and volunteers, in the event of damage or theft of the Artist's work(s).

5. **General**

- a. Nothing contained in this Agreement shall constitute a partnership, joint venture or employer-employee relationship between the Artist and the Gallery nor any Arts Alive! Center for the Arts member, board member, staff nor volunteer.
- b. This Agreement expresses the complete understanding of the parties with respect to the subject matter. No other proposals, agreements, representations or understanding shall apply.
- c. This Agreement may not be amended, except in writing and signed by Artist and Gallery representative.
- d. Artist retains full title to all his/her work(s) exhibited in the Gallery and is excluded from all claims by creditors of the Gallery. Title of sold work(s) shall pass directly from the Artist to the purchaser.
- e. All other rights are not passed to the purchaser, unless contracted.

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I, _____, have read and agree to all terms as stated herein.

Artist

Artist signature

date signed

Gallery Manager or board member signature

date signed

Addendum:

Per the Arts Alive! Center for the Arts board, this Artist has work accepted through a juried process into the Gallery in the following media:

Medium 1:

Date of approval 1: _____ Initials of 3 judges: _____, _____, _____
.....

Medium 2:

Date of approval 2: _____ Initials of 3 judges: _____, _____, _____
.....

Medium 3:

Date of approval 3: _____ Initials of 3 judges: _____, _____, _____
.....

Medium 4:

Date of approval 4: _____ Initials of 3 judges: _____, _____, _____
.....

Revised November, 2013

Arts Alive! Center for the Arts is a designated 501(c) 3 organization