



# ARTIST AND GALLERY CONTRACT

**Between**

|  |  |  |  |
| --- | --- | --- | --- |
| **Artist** |  | **and** | Smithers Gallery Association |
| **Address** |  |  | Box 122 |
|  |  |  | Smithers, BC |
| **Postcode** |  |  | V0J 2N0 |
| **Phone** |  |  | (250) 847-3898 |
| **Email** |  |  | info@smithersart.org |

**Social Media Artist Account** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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This agreement outlines the arrangement between **xxxxxx** (hereinafter called “the Artist”) and the **Smithers Gallery Association** (hereinafter called the “Gallery”). This contract is made on **February 25, 2019**.

The parties hereto agree as follows:

**1. GENERAL INTENT**

The Gallery will present an exhibition of work by the Artist. The Artist’s exhibition will be:

|  |  |
| --- | --- |
| **Type of show** (solo, joint, group, thematic group) | Solo |
| **Art medium** |  |
| **Exhibiting space** (Main/Mini or Full Gallery) | Main |
| **Exhibition Dates** (from, to) |  |
| **Opening night** |  |
| **CARFAC payment** |  |

The Artist must have, at minimum, **75% of displayed works available for sale.**

The Artist has indicated on their exhibition application that they would be willing to perform the following activity or activities during their exhibition as part of the Gallery’s outreach and enrichment programme:

* Artist Talk/Workshop

Arrangements for these activities will be discussed prior to the exhibition start date.

**2. PRESENTATION & INSTALLATION**

1. **FRAMING -** The Artist is responsible for delivering their artwork to Gallery in “ready to hang” condition. This means medium-appropriate framing, if necessary, and a clean presentation quality that is ready for Gallery staff to hang, display, or install. The Gallery’s hanging system has adjustable-height hooks on nylon cords which run from a wall-mounted track at ceiling height. The weight limit of each hook/cord is 15lbs. Nails/screws are not permitted except on the barn-board walls (see floor plan).
2. **SHIPPING -** The Artist is responsible for all shipping and/or delivery costs.
3. **INSTALLATION -** It is the duty of the Exhibition Coordinator to select, hang, display, and/or install the Artist’s work. It is preferable for the Artist to assist the Exhibition Coordinator, however, the Exhibition Coordinator reserves the right to place artwork wherever seems appropriate for maximizing aesthetic and artistic impact of the exhibition as a whole.

**3. ARTIST’S RESPONSIBILITIES/TIMELINE**

1. **FOUR WEEKS** prior to the exhibition start date, the Artist will supply the Gallery Manager with the following *in editable digital format* (preferably MS Word, no PDFs please):

* title for the exhibition
* artist’s statement
* biography
* selection of high-resolution (minimum 1MB) digital images of the artwork that will be in the exhibition (images with a horizontal orientation are preferred for poster design)

The images will be used for exhibition promotion and advertising and the Artist understands that the Gallery has permission to reproduce images of the Artist’s work for these purposes. The above documents and images should be submitted to the Gallery Manager by email to info@smithersart.org, or mailed/dropped off at the Gallery on a CD or USB flash drive.

1. **ONE WEEK** prior to the exhibition start date, the Artist will supply to the Gallery *in digital format* a detailed inventory of all items to be included in the exhibition (original artwork, cards, prints, books etc.). A template will be supplied by the Gallery for this purpose. This list includes: title, medium, dimensions, insurance value and retail sale price (if for sale).
2. **TWO BUSINESS DAYS** prior to the scheduled installation date, if the Artist is shipping their artwork they will ensure that their artwork is received by the Gallery. If the Artist will be present for the hanging, he/she may bring the artwork to the scheduled installation.
3. **OPENING NIGHT** is highly recommended that the Artist be present for his/her exhibition opening night. For exhibition openings, if the Artist would like catering above and beyond what the Gallery usually provides they will incur such expenses (see “Gallery Responsibilities - 4b”
4. **POST EXHIBITION -** Artwork must be picked up from the Gallery no later than 5 days from the last exhibition day. Artwork left in the Gallery after one week may be subject to a storage fee.
5. **POST EXHIBITION SALES** - If, within a reasonable period after the close of the exhibition, the Artist privately sells artwork *which the purchaser initially viewed at the Gallery during the exhibition*, then the Artist will remit to the Gallery the 25%/35% (as applicable) commission portion of the sale price as if it had been sold during the exhibition.

**4. GALLERY RESPONSIBILITIES**

**PROMOTION**

1. The Gallery will arrange, at its expense, announcements of the exhibition as it may consider appropriate. This may include but not limited to: radio advertisements, newspaper ads, email announcements, posters, flyers, hand bills, Gallery signage, and other print media. The Gallery will use images of the Artist’s work for promotional material. The Gallery reserves the right to sell copies of the exhibition’s promotional material (e.g. show posters) as a revenue source for the show. Profits of such sales go to the Gallery.
2. **GROUP EXHIBITIONS -** the Gallery will produce one design to advertise the exhibition as a whole. If an Artist wishes to make their own posters to promote their art within the group exhibition they may, at their own expense (see “Promotion - 4c”).
3. The Gallery will host an opening event during the first week of the exhibition. The Gallery will provide non-alcoholic beverage and light appetizers. If the Artist wishes other refreshments, catered food, or wine those items are to be provided by the Artist and at the Artist’s expense.
4. If the Artist wishes to launch his/her own auxiliary campaign to promote their exhibition they may. The Gallery will not incur any expenses related to such efforts. The Artist must get written permission to use the Gallery logo on any promotional materials.

**COPYRIGHT**

1. The Gallery will not permit any third party reproduction of the artwork in the exhibition for the purpose of sales, rental, loan, or redistribution of any kind without written permission by the Artist. The Gallery may make photographic record of the exhibition, as a whole or in part, for promotion of the Gallery, archival recording, and/or exhibition promotion. Photography by the public is not permitted in the Gallery.

**SALES & COMMISSION**

a) Commissions & CARFAC fees owed to the Artist will be paid **within 30 days** of the close of their exhibition.

1. If the Artist is a Member of the Smithers Art Gallery then they will be paid 75% of the pre-tax sale price from any work (including cards, prints, etc.). If the Artist is NOT a Member then the Artist will be paid 65% of the pre-tax sale price. Memberships must be taken out by the start of the exhibition to qualify for the reduced commission charge. Memberships are $25 and run from April 1 to March 30 each year at are available in the gallery or at [www.smithersart.org](http://www.smithersart.org).
2. The Gallery is required to charge PST on all sales of artwork, cards, and prints. Books are exempt from PST.
3. Patrons may pick up their purchased work after the close of the exhibition. The Gallery is not responsible for shipping artwork to its patrons unless special arrangements have been made.
4. During the period of the exhibition the Gallery maintains exclusive rights to the sale of the artwork. The Artist, or any agent on behalf of the Artist, may not sell, reserve, or remove the art which is in possession of the Gallery during the dates stated in this agreement.

**5. INSURANCE**

1. The Gallery carries insurance for artwork that is on its premises during the exhibition timeframe. If any damage is done to artwork while on Gallery premises the Artist must make a claim, in writing, to the Gallery within 10 business days so that the Gallery can make its claim within the 30-day deadline. The Artist will be entitled to, and reimbursed for, the full amount recovered from the insurance company.
2. If the Artist’s work is privately insured by the Artist then a copy of the insurance policy is required when the artwork arrives at the Gallery.
3. The Gallery is not responsible for damage, theft, or other mishandling that may occur during shipping to and from the Gallery.
4. The Artist should be aware that other events may take place in the Gallery during their show.

**6. COMMITMENT**

The Gallery schedules and advertises its exhibitions a full year in advance, and alteration of the exhibitions schedule after it has been set is extremely disruptive to the Gallery and puts an unreasonable burden on already limited staff capacity. By returning a signed contract the Artist is taking on a responsibility and commitment to be shown in the Gallery on the dates given, and is undertaking to have a sufficient volume of quality work for the exhibition space applied for.

**7. CANCELLATIONS**

In the event that performance of this agreement or any part thereof on the part of the Artist or the Gallery shall be delayed or prevented by unforeseen circumstances, each shall be relieved of their respective obligations during the period that such prevention or delay exists. It is understood and agreed that neither party shall make claim for damages for such prevention or delay.

This contract supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this agreement.

**In witness, the Artist and Gallery representative have signed below.**

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**(Artist) Date**

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**(Gallery Manager) Date**