

ARTWORKS/ARTIST CONTRACTUAL AGREEMENT
ARTWORKS AT THE DEPOT

1. TERM & TERMINATION: This agreement shall commence upon signing and after 6 months may be terminated by either party after giving 30 days written notice.

A member may be terminated by a majority vote of the Board of Directors for non-compliance of this agreement. No member is exempt from 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. Consistent with the terms of this contract, the Board of Directors has the full authority to dismiss a member from the Gallery.

2. EXPENSES: From the gallery commissions ArtWorks agrees to pay 20% of artist sales revenue to the Kane Depot Preservation Society to partially cover utilities; from membership dues the gallery will pay for advertising and other related expenses of the day-to-day operations of the gallery.

3. INSURANCE: The Kane Depot Society agrees to provide general liability insurance. Artists are encouraged to provide their own theft/damage insurance through their own brokers.

4. COMMISSIONS: The gallery shall receive commission of 20% (subject to modification of the Board). The gallery shall receive commission of 30% from artists who are unable to fulfill staffing requirements. The Artist shall establish the retail value of works, and agrees not to undercut that price at other regional venues.

5. SALES TAX: The Gallery will collect and pay applicable Pennsylvania State sales tax on works sold. The applicable tax will be added to the retail price established by the Artist.

6. PAYMENTS: The Gallery shall pay the Artist proceeds of sales due to the Artist by the 15th of the month following the sale.

7. DUES, FEES: Artist agrees to pay a yearly, non-refundable membership fee. Other membership dues may be required and are subject to modification as determined by the Board, based on gallery expenses. Dues and fees are re-evaluated annually.

8. DISPLAY, CONDITIONS and INVENTORY: All active artist members shall have a representation of their work displayed in the gallery, but not necessarily all works submitted. The number of works selected will depend upon the size of work and available space. All painting to be displayed on the walls must be properly framed. All work must be clearly labeled by the artist in a manner determined by the Gallery.

Work will be submitted to the Gallery, reviewed by the Membership Section, and hung by the Set-up Section. Work may not be changed, or hung by the artist.

Both the gallery and the artist will keep an accurate inventory of work submitted for display. Work may be rejected because of media, subject or quality. Work must be in keeping with the mission of the Kane Depot Preservation Society.

The artist may appeal the decision to the Board of Directors.

9. NEW MEDIA: Any work in a media previously not exhibited by an artist must be accepted by the Membership Section in accordance with the By-laws.

10. GALLERY STAFFING: The Artist agrees to work the equivalent of 2 half-day shifts each month, minimum*. If unable to fulfill scheduled time, the artist agrees to make arrangements for a replacement. If unable to provide staffing the artist agrees to give the Gallery 30% commission on works sold. All members are expected to participate in Gallery Openings and serve on at least one committee.

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11. MEETING ATTENDANCE: Artists are strongly encouraged to attend all meetings called by the Board of Directors. Decisions are passed by a majority vote of members present.

12. RETURN POLICY: Return of any sold artwork will be dealt with by the Artist. The artist will submit their policy to the Gallery along with this agreement.

13. TIME PURCHASES (lay away): Such purchases are accepted at the discretion of the artist. The artist will submit their policy to the Gallery along with this agreement, however art will not be given to the purchaser until payment is made in full.

14. 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.

15. COPYRIGHT: The Gallery staff shall take all reasonable steps necessary to ensure that exhibited works in the Gallery will not be reproduced by any fashion. Photographs may be used by the gallery for publicity purposes.

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

17. TERMINATION OF MEMBERSHIP: Artist may terminate this agreement with 30 day written notice to the Board of Directors.

19. GRIEVANCES: The Artist will submit any grievances in writing to a member of the Round Table to discuss at the next meeting.

20. HOLD HARMLESS: Gallery members and Board of Directors shall not be liable for loss 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 By-laws, read it and comply with the procedures set forth in that document.

Name (Print): _____

Address: _____

Phone: _____ (Cell Phone): _____ Email: _____

I agree to staff 2 shifts per month and contribute 10% of sales to ArtWorks at the Depot.

OR I am unable to staff. I agree to contribute 20% of sales to Artworks at the Depot.

I prefer to work with the following section(s):

Membership & Staffing

Marketing & Promotions

Programs & Outreach

Set-up & Display

Artist Signature: _____ (Date) _____ Yearly dues paid: (amount: \$25.00)