



Artist and Gallery Agreement

This **AGREEMENT** is made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as “ the Artist”), located at _____ and **ASPIRE ART GALLERY** (hereinafter referred to as “ the Gallery”), located at _____.

SCOPE

- The Artist appoints the Gallery to act as the Artist’s _____ exclusive (or) _____ nonexclusive agent for the exhibition and sales of artworks in the following media: _____.
- The Artist agrees to review and adhere to all the procedures and general rules as detailed in the attached Entry Information and General Rule Form, annexed to this Agreement as Exhibit “A.”
- The Gallery shall document receipt of all works consigned hereunder by signing and returning the Artist Submission Form, annexed to this Agreement as Exhibit “B.”

TERMS AND TERMINATION

- This agreement shall be for a term of _____ days beginning on _____, 20____, and ending on _____, 20____.
- This Agreement shall automatically terminate with the death of the Artist, or the closure of the Gallery.
- On termination by the Gallery, artworks consigned shall be returned to the Artist at the expense of the Gallery.

EXHIBITIONS

- A detailed list of the exhibition is attached hereto on Exhibit B - Artist Submission Form.
- The Artist’s agrees that its work shall be exhibited only during opening hours of the Gallery, with exceptions at the discretion of the Aspire Art Gallery Director.

COMMISSIONS, PRICES, AND PAYMENTS

The Artist agrees that the Gallery's commission shall be Thirty Percent (30%) of each sale of work sold by the Gallery and that net proceeds received by the Gallery shall be paid to the Artist.

- The Gallery agrees to sell the Artist's works at the retail prices shown on the Artist Submission Form at Exhibit B.
- The Gallery shall pay the Artist all proceeds due to the Artist by the tenth day of the month following the sale.

ACCOUNTING AND INSPECTION OF BOOKS

- For each sale of the Artist's work, the Gallery shall list the date of sale, the sale price, the name and address of the purchaser, the email of the purchaser (if available), and the amounts due the Gallery and to the Artist.
- When this agreement is terminated; the Gallery shall provide an accounting to the Artist.
- The Gallery shall maintain accurate books and documentation with respect to all transactions entered into on behalf of the Artist.

INSURANCE, LOSS, OR DAMAGE

- **The Gallery shall not be responsible for obtaining nor maintaining any liability insurance for any of the artwork the Artist assigns herein or subsequently assigns to the Gallery.**
- Artist shall be solely and exclusively responsible to insure, for any loss or damage, properly and adequately their work and property.
- **The Gallery shall only be responsible for the safekeeping of all consigned works.**
- The Gallery shall not be liable in any way for any loss of or damage to any consigned Artwork from the date of delivery to the Gallery until the work is returned to the Artist or delivered to a Purchaser.

RELEASE OF LIABILITY

Release of Liability by the Artist for Damage to Art Work: The Artist herein releases the Gallery, the Gallery's officers, directors, employees, volunteers, and agents and the participating exhibition venue, and any and all affiliated parties and any other parties or entities associated with the Gallery from any and all liability for any and all loss, theft, or damage to any piece of artwork or frame submitted to the Gallery, whether such loss was as a result or consequence of acts or omissions of acts by the Gallery.

Nor shall the Gallery be liable for any personal injury to the Artist, the Artist's personnel, agents, or employees or for any damage or loss to any of the Artist's work, equipment or other personal property or otherwise arising out of the mounting and/or any other activities involved in the preparation and/or presentation of the Art Exhibition. Moreover, the Artist agrees to assume all risk of damage to or loss from whatever cause, to include, but not limited to personal injury to the Artist or the Artist's agents.

The Artist further agrees to release and to hold harmless the Gallery, as well as the employees, volunteers, officers, agents, and associates of the Gallery, from any and all liabilities and damages to artwork and/or persons as a result of any part of Artist's participation in the exhibit.

INDEMNIFICATION BY ARTIST

The Artist shall indemnify and hold the Gallery, its agents, board, officers, employees, any affiliated party or entity, and agents harmless from any and all manner of suits, claims, actions, expenses, costs, damages, and demands, including reasonable attorney fees incurred in the defense thereof (1) arising out of or related to the acts or omission of Artist or Artist's employees, agents, contractors, or subcontractors' acts or omissions arising under the performance of this agreement; (2) the negligence or willful misconduct of Artist, its agents, employees or subcontractors; or other personnel associated with the Artist, (3) the Artist's breach of any representation, warranty, covenant, term and/or condition of this Agreement, or any other obligation hereunder; and (4) the infringement of any third party proprietary rights with respect to goods or services supplied to the Gallery in connection with this agreement (all of which are "indemnifying acts"). The Artist shall reimburse the Gallery for any and all costs, damages and expenses including reasonable attorney's fees to which the Gallery may be subject as a result of the occurrence of any indemnifying act. This provision shall survive any termination of this Agreement.

The Artist shall further indemnify, defend and hold the Gallery harmless from any damages, loss, fines, costs, or penalties arising from any claim that the Artist copies or infringes upon any design, copyright, trademark or other intellectual property rights of others including, but not limited to, any costs and attorney fees incurred to investigate or defend any actual or threatened judicial or administrative proceedings.

DISCLOSURE OF ARTIST'S PERSONAL INFORMATION:

At any time during the duration of the exhibit, the Artist grants permission for the Gallery to disclose the Artist's name, information describing the Artist's work, representations of the Artist's work, and any other information the Artist has provided for the purposes of display, promotion, and publicity, either now or in the future.

TERMINATION OF TERM OF AGREEMENT:

Upon the termination of this Agreement, the Artist agrees to display, pack, transport, and provide for the return of the Artist's artwork to the Artist at the Artist's own risk and expense.

If the Artist is not available on-site to display, re-pack or re-transport their work, the Artist gives permission to the Gallery to do so on the Artist's behalf at the Artist's own risk and expense.

Artist's works left at the Gallery over 30 days after the termination of this Agreement become the property of Aspire Art Gallery.

ASSIGNMENT

- This Agreement shall not be assignable by either party hereto.

ARBITRATION

- All disputes arising under this Agreement shall be submitted to binding arbitration and the arbitration award may be entered or judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of less than \$1,000.00.

MODIFICATION

- All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

GOVERNING LAW

- This Agreement shall be governed by the laws of the Commonwealth of Virginia.

Signatures:

Signed by _____ (The Artist) Date: _____

Artist Address: _____ and

_____ (Aspire Art Gallery)

On _____ (date) Gallery Address: _____

EXHIBIT A

ENTRY INFORMATION AND GUIDELINES

TO SUBMIT

- REVIEW ALL THE RULES TO ASSURE THAT YOUR ART FULFILLS THE REQUIREMENTS.
- Be sure to fill out all the information in the entry form.
- Make sure that your photos are named and clearly labelled and in jpg. format. If you are submitting them on a device; be sure to give your last and first name, and the exact name of the artwork being submitted.
- Submit a short statement about each piece of artwork being presented.
- Provide your website, email, and social media handlers so we can tag you on our social media networks.
- Don't forget to include the Entry Fee.
- The Gallery will contact you regarding the pieces accepted for the exhibit.
- The Gallery will collect 30% of proceeds received from the sale of the artwork.

GENERAL RULES FOR EXHIBITED ART

- Original work is to be submitted only; artwork must be created by the person submitting. No reproductions. Digital hand printed prints must be in limited editions (25 or less) signed and numbered by the artist.
- Presentation must be professional and not detract from the artwork.
- Gallery wrapped canvasses that are one inch or wider must be painted on the sides with either the painting wrapping around or with a complimentary color. No visible staples on the sides of the canvas.
- Paintings MUST HAVE A FRAME.
- Artwork mats, and frames must be in good condition. Hanging wires must be tight across and near the to 1/3 of the frame. No SAWTOOTH HANGERS are accepted.
- If artwork requires special installation, it should be cleared with the Gallery in advance.
- Artwork must be for sale and on view during the entire exhibition period.
- COMMISSION: 30% of sales will be retained by the ASPIRE GALLERY. Artist will be notified of sales; commission checks will be issued the 10th of the month after the sales.
- Aspire Art Gallery is a community gallery; all artworks should be suitable for viewers of all ages.
- Submission of your work give the Aspire Art Center permission to use images of you and your art for promotional purposes.

ELIGIBILITY

The exhibition is open to Local/National Artists aged 18 or older. Work can be dropped off in person or mailed to the Gallery (at the cost of the artist).

ENTRY FEE

- The fees are \$40 for up to three pieces. Additional fee of \$5 for each additional entry for a maximum of five (5) entries per artist.
- There is a jury process and selected pieces will be accepted into the exhibition. Read carefully the instructions in the General Rules to assure that your artwork meets the criteria set forth in the prospectus.
- The Entry fee is non-refundable.

ARTISTS RESPONSIBILITIES

- Artists are expected to be present at the exhibition opening.
- Artists will be asked to make a minimum of one presentation during the exhibit; it can be a demonstration or a lecture.
- Artists should supply Gallery with a mailing list of no less than 20 persons to invite to the opening and to the subsequent presentations by the artist.
- Artists are encouraged to visit the gallery periodically to meet and discuss their artwork with gallery patrons.

DROP OFF AND PICK UP OF ART

- The Drop Off date is _____
- No works will be accepted after this date.
- Ensure that each piece of artwork is labelled on the back with your name and title of work.
- Art will be checked during drop off and during hanging. Art may still be refused if there are problems with size, presentation, hanging wire, craftsmanship, etc.
- The Pickup date is _____

QUESTIONS/ CONTACTS

ASPIRE ART GALLERY

645 Church Street

Norfolk, VA 23510

Joan L. Rhodes-Copeland

Gallery Director Tel. No. 757-373-3293

Email: aspireartgallery@gmail.com

Website: aspireartgallery.com Email:

EXHIBIT B
Artist Submission Form

Last Name _____ First Name _____

Name of Exhibition: _____

Artist Contact Information:

Street _____

City _____

State _____ Zip _____

Telephone _____

Email _____

Instagram _____

Website Info _____

Submit a Head Shot of Yourself

Tell Us about yourself ---Artist Bio (300 words or less)

How did you hear about the Exhibition? _____

ART IMAGE INFORMATION

Upload Image #1

Title: _____

Medium - _____

Year - _____

Size - _____ (Does not exceed 48")

Price for sale - _____

Short statement about the artwork: _____

Upload Image #2

Title: _____

Medium - _____

Year - _____

Size - _____ (Does not exceed 48")

Price for sale - _____

Short statement about the artwork _____

Upload Image #3

Title: _____

Medium - _____

Year - _____

Size - _____ (Does not exceed 48")

Price for sale - _____

Short statement about the artwork

Use back of this form if needed.

Payment Submitted: _____ Amount: _____

Artist Signature: _____ Date: _____

Signature: _____ Date

Art Gallery representative

