

**Gallia County Artisan Market's
"The Artisan Gallery" Artist Contract**

I, _____, agree to follow and be subject to the terms of this contract between myself, hereinafter "Artist," and the Gallia County Artisan Market's "The Artisan Gallery." I fully understand that the Gallia County Artisan Market is simply managing The Artisan Gallery and I elect to have the following arrangement with the Gallia County Artisan Market for the displaying selling of my art at The Artisan Gallery's location.

Terms & Conditions

Property:

- All art brought to The Artisan Gallery is considered "on consignment" and therefore property of the artist until it is purchased and taken by a buyer.

Inventory:

- Artists shall submit a *List of Inventory* each time work is brought to The Artisan Gallery.
 - This shall include the artist's name, contact information, the title of the piece, the medium, the selling price, and any other related pricing (i.e. prints).
 - This *List of Inventory* is to be initiated by both the artist and the gallery representative when the piece is at the gallery and is used for record keeping.

Displays:

- All 2D art brought to be displayed at The Artisan Gallery must be prepared to be hangable prior to being brought to the gallery for display.
- Management of The Artisan Gallery will arrange and display all art that is to be included in the gallery show, unless otherwise agreed upon.
 - Art might be moved to different display locations as management sees fit.
 - Art shall remain in the gallery for the duration of the show, even if the pieces are sold, unless otherwise agreed upon.
- Management of The Artisan Gallery reserve the right to require certain display standards that artists may need to supply.

Sales:

- Management of The Artisan Gallery reserves the right to prohibit any item from being sold or displayed on the premises.
- The Artisan Gallery agrees to sell art at the price marked by the artist and agrees not to deviate from any price set by the artist, unless the artist authorizes said deviation from the marked price.
- The Artisan Gallery shall retain 30% of all sales of art done in the gallery.
 - Pricing is done by the artist, and a gallery representative will be available to consult with if pricing help is needed.
 - An artist offering discounts for pieces in the gallery is heavily discouraged. The gallery retains the right to 30% of the price outlined on the *List of Inventory*.
 - If a discount is offered by the artist and the piece is sold for less than the price on the List of Inventory, then the artist would absorb what is owed to the gallery.
 - In a case where the gallery offers a discount, an eventual Collector's Discount, then the artist would still receive the 70% outlined in the *List of Inventory*.
- All sales and transactions will go through The Artisan Gallery and will not be sold through the artist while on display at The Artisan Gallery.
- All buyers who come through The Artisan Gallery (by asking a gallery representative, etc.) for commissions or other work done by the artist are subject to the 30% commission.
 - In exchange, the artist and buyer can use the gallery as a meeting place, during our regular business hours, to discuss the work, exchange materials, etc. as well as using it for a drop-off and pick-up location.
 - In these exchanges, the gallery would handle the sale and payment to the artist within 30 days.

Sales Tax:

- The Artisan Gallery will be responsible for the collection and payment of sales taxes for sales made at The Artisan Gallery.

Pay Periods:

- The end of the last day we are open during the month is the cut-off day for processing sales.
- Check will be available to pick up the first week of the following month.
- A sales activity sheet with each sale amount will be available with each check.
- If checks aren't picked up within the month, they will be mailed to the address provided on this contract.

Advertising:

- The Artisan Gallery will be responsible for all advertising and official public representation of the gallery show and reception, unless otherwise agreed upon.
 - The gallery has full control over the gallery labels and all other written media presented alongside the artwork in the gallery.
- The artist shall provide a bio to The Artisan Gallery to be displayed at the reception and for the duration of the gallery show.
- The artist shall provide a title for the show and will be self-titled if one isn't provided.

Rights:

- The artist retains copyright to their work in The Artisan Gallery, even after being sold unless other arrangements are made with the buyer.
 - The gallery retains the right to use photos of the work in advertising for the gallery, on the gallery website, and other uses that provide the gallery with no monetary gain.
 - Credit to the artist will be given wherever these photos are used.

Pick Up:

- All art is to be picked up from The Artisan Gallery within 14 days of the end of a show displayed at The Artisan Gallery. If no effort is made to pick the art up and communication between the artist and the gallery representative has been lacking, then the gallery is free to sell, destroy, or retain ownership of that art.
 - The contact information provided by the artist in this contract should be kept up to date for this purpose.

All Laws Apply:

- Artists are responsible for following and abiding by all codes, ordinances, and regulations of the city, county, state, and other entities having jurisdiction over the conduct of the artist's work.

Artist Expectations:

- Artists shall be dressed in appropriate clothing and shall not be under the influence of drugs or alcohol while conducting business at The Artisan Gallery.
- Smoking in any form is prohibited in or near The Artisan Gallery.
- As a small business, we expect and appreciate all personal promotion that our gallery artists provide. If you are on social media, we appreciate you sharing and helping us promote The Artisan Gallery. Word of mouth and other forms of advertisement are also very much appreciated.

By signing below, I further recognize and acknowledge that Gallia County Artisan Market is an Ohio 501(c)(3) Non-Profit Corporation organized for charitable purposes, educating the general public about arts and culture, assisting and organizing local artists, and for the economic revitalization of Gallia County. If the Gallia County Artisan Market suffers any damage from my acts, I agree to indemnify the Gallia County Artisan Market for such damages. Further, I will not hold the Gallia County Artisan Market responsible for any injury occurring at The Artisan Gallery; damaged, lost, or stolen merchandise at said Gallery; or any damages stemming from the closing of The Artisan Gallery.

Should an artist at any time occupy the premises in a manner contrary to the rules of The Artisan Gallery, or in any manner that is hazardous or offensive to the public or other artist, upon request of Market Officials, artists shall immediately cease such offending conduct. Failure to immediately conform its conduct as requested shall be cause to revoke this agreement. The Gallia County Artisan Market and The Artisan Gallery is relieved and discharged from any and all loss or damage occasioned by such removal. The Gallia County Artisan Market and The Artisan Gallery will retain any money percentage in exchange for display space. The Gallia County Artisan Market and The Artisan Gallery will not be responsible for storage or safekeeping of property so removed.

The artist will not institute any action or suit at law or in equity against the Gallia County Artisan Market and/or The Artisan Gallery and its agents, Board of Trustees of the Gallia County Artisan Market Board, employees; members of the program, or the management as a result of operations under this contract. The artist will not aid in the institution of prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or no account of any damages, loss or injury to person or property as a result of operation under this contract.

Artist's Printed Name: _____

Artist's Signature: _____ Date: _____

Artist's Mailing Address: _____

Artist's Phone Number: _____

Artist's Email: _____

The Artisan Gallery Authorized Representative

Printed Name: _____ Signature: _____