

FOR HArT Program Participants only

**MADISON
ART CLUB**

Artist-Gallery Agreement

Gallery & Gift Shop space rental fees are waived for 12 months.

30 days prior to graduation from the HArT Program, participants may be invited to continue as 'Traditional' Gallery and/or Gift Shop exhibitors. Upon acceptance, the MAC will generate an invoice for (pro-rated if applicable) for quarter following the end of the HArT program.

Art On Main

309 West Main St.

Madison, Indiana 47250

This agreement is made on this date _____ between: \$ _____ paid

The Artist: Name: _____ N/A for 12 mo's ending _____

Address: _____

Phone: _____ Email: _____

AND "Madison Art Club Gallery" aka Art On Main (the Gallery) established as a not for profit 501 3(c) organization with the state of Indiana.

The parties agree as follows:

1. **Agency.** The Artist appoints the Gallery as his or her agent for the purpose of exhibition and sale of the consignment works as noted in the Schedule A (the list of current items enumerated, described and priced in the gallery exhibited by the artist.)

Initial _____

2. **Consignment.** The works hereby consigned for exhibition and sale by the Gallery for the Artist are enumerated, described and priced at retail on the Schedule A. The Artist warrants that he/she created all works consigned to the Gallery. The Artist is responsible for maintaining a list of works currently in possession of the Gallery.

All works must be for sale. initial _____

3. **Quarterly Rotation.** The quarterly rotation occurs in January, April, July, and November. These scheduled rotations coincide with our monthly membership meetings on the third Thursday of the month. At each quarter the artists shall bring new works to be exhibited subject to approval by the Gallery. The artist arrives before the meeting to hang artwork. The gallery has the right to refuse an artist's work for any reason. These works shall be added to the Schedule A. and shall constitute a part of a group exhibition.

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4. **Agreement Term.** This agreement shall have a term of six months comprised of any two consecutive calendar quarters. Contracts commencing in a month prior to the

beginning of a calendar quarter will be charged the monthly fee for those full months and prorated at the present rate to the next term. All payments are paid in advance to each quarter. The agreement between the Artist and Gallery will automatically continue unless a resignation is filed in writing to the Gallery 30 days prior to the termination of this Agreement and continue for another six months. This Agreement shall terminate with the death of the Artist or the Gallery should cease to operate at this location. On termination, all works consigned herewith shall immediately be returned to the Artist from the Gallery unless otherwise noted in this agreement. No refunds will be given.

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5. **Delivery.** The Artist shall be responsible for delivery of the consigned works to the Gallery and the return, including any transportation and insurance. It is the Artist's responsibility to contact the purchaser upon sale of any art work to make shipping arrangements between purchaser and artist, if the sale of artwork requires said art work to be shipped to another location.

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6. **Promotion.** The Gallery shall make reasonable and good faith efforts to promote the Artist and to sell the consigned works.

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7. **Sales Price.** The artist determines the price of all art. The price of the art does not determine the location on the gallery wall or in gift shop, although item in the gift shop must be priced under \$100. The Gallery will sell the consigned works at the retail price determined by the Artist on the Gallery Wall and in the gift shop unless the Artist agrees to a reduction.

Initial _____

8. **Gallery Rental and Sales Commission.** The Gallery shall receive monthly rental directly from the Artist (paid quarterly) and a commission of the retail price from the sale of an item according to the following: Monthly rental space in the Gallery will cost \$25 per month for 5'x8' space. The Commission is based on each sold item: \$101 through \$350 = 20% commission or \$351 and up= 25% commission. Items in the Gift Shop cost \$1 up to \$100. Gift Shop fees are \$10 per month with limited space of 800 sq. inches. Commission is based on each item sold: \$1 through \$50= 10% commission or \$51 through \$100= 15% commission. People who exhibit on the Wall Space and the Gift Shop will pay \$5 per month fee for the Gift Shop space. All Artists will pay credit card fees of 4%. This rate is subject to change as credit card fees rise. Presently 4% is deducted from the sale price of the art sold. It will be added to the initial rental fee or yearly dues owed when paying these fees by credit or debit card.

Gallery and/or Gift Shop rental is waived through this date _____.

Gallery and/or Gift Shop rental will be payable for the quarter following the end of the HArT program participation, should the Participant choose to remain in the Gallery and/or Gift Shop as a traditional exhibitor.

Initial _____

9. Payment.

A. On outright sales, the gallery shall pay the Artist's share within 15 days after the end of the month of the date of sales.

B. On deferred payment or installment sales (layaways), the Gallery shall pay the Artist's share within 15 days after the final payment has been paid by the buyer.

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10. Exhibitions. The Gallery will hold an established exhibition for a 2-3 week period each year. All regularly exhibited work is removed from the walls/ floor and replaced with entries for this exhibit. No reduction in monthly rent will be made for this event.

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11. Loss or Damage. Although all possible care will be given in handling of all consignments, the Gallery will assume no responsibility for loss or damage. Artists must maintain their own insurance for their works.

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12. Copyright. The Artist reserves the copyright on each piece including all reproduction rights. However, the Artists shall not withhold permission for the use of exhibited works for promotional purposes (advertising) by Madison Art Club/ Art on Main.

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13. Gallery and Gift Shop Payment Dates: It is the Artist's responsibility to make arrangements to satisfy all debts owed to the gallery. New Agreements will be prorated at the present rate and monthly fees charged according to the month which they begin. Ongoing fees are to be paid on or before the first day of the new quarter. Any artist in arrears for nonpayment of fees by the first month of the quarter will have such fees subtracted from any sale of work and will be notified in the statement of accounts at the end of the month. If fees are past due, it is the Artist's responsibility to make special arrangements with MADISON ART CLUB Board of Directors to rectify these debts. An individual contract will be made in writing with the artist that describes the intent of both parties. The Artist's art work will become temporary property of the Gallery until all debts are settled, at which point the artwork will be returned to the Artist. If no sales are made or no payments received by the date of 31 days past due, the Artist's works will be removed from the gallery exhibition space and held until debts are paid in full. At this

point, a second contact by email, phone, or letter will be made to the Artist. If no action has been made by the Artist after the second contact has been sent by the Gallery to settle accounts due, or if any art work has been abandoned, one year after contact was initiated, said art becomes the property of the Gallery, and is to be sold by the Gallery to help alleviate debts owed.

Initial _____

14. Entire Agreement. This agreement represents the entire agreement between the Artist and the Gallery and supersedes all prior negotiations and Agreements, oral or written. This Agreement may only be amended by written instrument signed by both Artist and the representative of the Gallery. Artists will receive notice of any proposed changes to the conditions of the agreement no later than 30 days prior to the change in agreement. If any money is owed the gallery, the debt must be paid before the works of art will be released.

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15. Binding Agreement. This agreement shall be governed by the Laws of the State of Indiana. In witness whereof the parties hereto have executed the Agreement on the day and year first written above.

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Artist

Representative for the Gallery