



New Century Art

Online Sales Contract

Artist Name: _____

Email: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Membership Rates:

\$60 annually

Welcome to New Century Art Gallery (NCA)! By signing this application, you acknowledge that you have read and understand the following documents in this packet:

- Gallery Protocols for both on-site and online
- Artwork Hold Harmless
- The commission rate is 40% for art or downloadable classes

The following documentation must be signed and returned to NCA before representation can begin:

- NCA Artist Agreement Contract
- Artwork Hold Harmless
- [W-9 Form](#) Please follow link (must have to receive monies owed from sale)

Signature _____ Date: _____

Approved _____ Date _____

Send signed forms to New Century Art, 430 S Water St, Marine City, MI 48039

Membership fee can be paid online at [New Century Art Gallery](#) or in person.



New Century Art

Thank you for your interest in New Century Art (NCA)!

As many of you know, I worked at a local gallery when the pandemic hit. Like many other galleries and businesses, we had to shut down for Covid making it impossible for us to continue to do business. During this time, I gave a great deal of thought as to the reasons why so many galleries like our own could not continue to do business while their building was shut down. People were still buying things they love and still wanted classes while the pandemic was at its height. I came to believe that the reason many galleries could not carry on was because they did not have an online presence that functioned beyond delivering basic information. When the buildings closed, the websites were unable to support the businesses effectively.

To get the most from a website, a gallery needs to design online experiences that bring many of the same benefits you would find at a brick and mortar. It is important that both the online environment and a physical gallery work effectively, separately, or together. With that goal in mind, we have developed a gallery that will allow us to sell art, classes, artist services, and promote artists both on-site and online.

The benefits of being a New Century Art Gallery artist includes:

- Selling artwork from our website and our space in downtown Marine City. Each artist will be their own 'category' on the website store so that collectors can see everything the artists have available at the gallery. If a client purchases artwork online, shipping will be figured into the price for the customer.

- Artist members can have downloadable classes recorded at no cost by NCA representatives and uploaded to our website for purchase. **With these classes** an artist can make money indefinitely from students that pay for classes all over the world. This format allows for workbooks, quizzes, and many other useful classroom experiences the instructor may wish to provide. Additionally, fun workshop videos or instructional eBooks can be created, sold, and downloaded off the NCA website. The instructor will receive 60% for every sale of any class or workshop.

- Artwork and classes will be promoted with paid advertisements on Facebook and Instagram. Each member will be advertised every few weeks on these social media pages. At the end of the advertisement, artists will be informed of the stats from the ad.

- We use augmented reality technology to allow potential clients to try out paintings in their space and create virtual exhibits.

- We will have featured artists on the website every week with an interview and or biography and photos of their work.
- Artist members will receive a separate membership newsletter with information on ways to improve your business, artist opportunities, updates on fellow members, information on gallery happenings, and much more.
- A newsletter will go out to students and art enthusiasts about current and upcoming classes and artist events. Artists are encouraged to let NCA know of any exhibits or fairs you will be participating in so we can spread the word to potential students, clients, or collectors.
- New Century Art will have artist services available for all artists, members or not, that would like to improve their business. For an hourly rate we will be able to write biographies, artist statements, create inventory sheets, have professional pictures taken of your artwork, and much more. Member artists who have special skills or experience and are interested in doing some commissioned work in artist services are invited to speak with me about getting set up. It is a great way to support your business.
- Members will have opportunities to participate in art commission referrals. NCA will **only** refer commissions to NCA artist members.
- Membership will be \$60 annually.

I am one of you, an artist. I understand how hard it can be to get your name and work out there, find collectors, afford supplies to keep working, and learn successful business and marketing principals to hold it together. I understand how important it is to have the ability to meet other artists and make friendships. Having experience in the running of a gallery, I understand that art galleries that do not have a strong and highly functioning online presence will have a limited future. New Century Art will strive to provide an environment that allows artists to grow and thrive with a business model that can do the same.

Thank you for your consideration and know that we welcome your thoughts and ideas now and into the future.

Jeanne Burris Johnson

Gallerist/Artist | New Century Art

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Marine City, Michigan 48039

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jeanne@newcenturyartgallery.com

www.newcenturyartgallery.com

New Century Art Gallery Online and On-Site Terms:

Contract Term: _____ **Start Date:** _____ **End Date:** _____

1. Contract term between NCA and Artist is one (1) year as defined above.
2. NCA offers non-exclusive representation of your artwork. Artists can sell independently and through other galleries locally and regionally. Artists will offer NCA available exclusive works and notify NCA of any works that become un-available so we can promptly take them off the website.
3. Artists who exhibit work in other galleries or boutiques within 15 miles of New Century Art Gallery will wait a period of 6 months before displaying art previously shown in the other galleries or boutiques at New Century Art Gallery.
4. Artists represented by NCA agree to sell represented artwork at the same retail price at every venue including personal studio, local and national galleries/ retailers and on the Artist's website.
5. Artist will coordinate with an NCA representative to select a minimum of 5 (5) and a maximum of ten (10) works of art to which NCA will have exclusive sales rights during promotion on the website.
6. Artist will provide all necessary artwork information including:
 - A. Photographs of artworks approved by NCA representative.
 - B. Artwork description
 - C. Media/materials description
 - D. Measurements (including available variations)
 - E. Retail price

NCA representatives will be available for any artist needing assistance in getting this information together.

8. NCA will receive a 40% commission on all sales originating from our gallery. The price of the artwork is set at the time of the intake by the artist and will reflect the 40% commission owed the gallery at time of sale.
9. NCA will add shipping costs directly to the retail price of the artwork for the customer at the time of purchase.
10. NCA agrees to pay the Artists after the customer has received the purchased item and the return period (7 days) has lapsed, within 30 days via company check.
11. NCA offers a 100% return policy for the customer. Customers have seven (7) days to return artwork after delivery in perfect condition.
12. All artworks must be in excellent condition.

Intake and Outtake Requirements for New Century Art Gallery

Intake Policy

All work to be exhibited in the gallery or online must arrive ready to install. Works not gallery-ready, or not exhibiting good craftsmanship, may be omitted from the gallery space and the e-commerce shop. Please note that professional-level presentation and craftsmanship is a must.

The desire of the gallery is to display art that is both complete and well executed so the client will not have to do anything but enjoy the work once purchased. The only exception to this would be fine art prints which require the client to mat and/or frame the work.

*All artworks must be labeled with artist's name, title, identification number or any artist's reference information corresponding with the intake form, using a tie-on tag or label that will not fall off. Jewelry and other items can be labeled with tags provided by the artist.

*New Century Art Gallery has the right to refuse artwork for any reason.

*All artwork must be original.

* Artists who exhibit work in other galleries or boutiques within 15 miles of New Century Art Gallery will wait a period of 6 months before displaying art previously shown in the other galleries or boutiques at New Century Art Gallery.

Paintings, Collage, Printmaking

- Please ensure that your art is photographed or scanned **before** framing. It is difficult to obtain a good photograph with glass glare.
- All paintings that are not on gallery wrapped canvas must be properly framed for protection of the work and safe handling. Frames should not be nicked, dented, or be separating. Wires should not be too loose or tight. Glass or plexi-glass should not be scratched.
- Gallery wrapped canvas paintings must be at least 1.5" deep on all sides with edges painted.
- Hanging D rings strung with wire are required on all 2 D works. The gallery uses a professional rail system and cannot hang pictures with hooks, clasps, or metal teeth brackets.
- Dust covers/paper backing are required on all 2 D works.
- All pricing tags/labels from other showings must be removed by artist before work is accepted.

Prints and Greeting Cards

- All prints should be protected with foam core board (or like) in a clear plastic sleeve.
- All greeting cards will be protected in a clear plastic sleeve.

- Prints that are pixelated will not be accepted.
- Prints and their packages that are dirty, creased, or have price labels attached will not be accepted. Artist is expected to remove price labels themselves.
- Prints will not hang on the walls of the gallery except for photography work.

Sculpture

- Sculptures attached to base must be firmly attached to the base.
- Works that are designed to sit on a table or floor must be stable (not rock or move unless designed to do so).

Pottery

- Work must be marked as food or dishwasher safe.
- Work that has cracks, sides that are separating, or other problematic defects will not be accepted.
- All pricing tags/labels must be removed by artist before work is accepted.

Jewelry

- Jewelry will not have wires sticking out that poke.
- Jewelry will be original designs that do not come from kits.
- All pricing tags/labels from other showings must be removed by artist before work is accepted.

Outtake Policy

Because of limited space, artists have 30 days to pick up artworks after being contacted by gallery staff. Artists that can't pick up artwork within the 30 days must contact the gallery within one week of the 30 day grace period to make arrangements to retrieve work. Any work left unclaimed past the 30 day period where the artist has not contacted the gallery will be considered abandoned and become property of New Century Art Gallery.

Hold Harmless Agreement

To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless New Century Art, LLC and Mariner, LLC and the Gallerists, Directors, Staff, Instructors, and Volunteers against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from New Century Art, LLC and Mariner, LLC by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the artwork display.

By signing this document, I agree that I have read and understand the above statement and that New Century Art, LLC and Mariner LLC is not responsible for loss or damage to any of my property displayed at New Century Art, LLC or Mariner, LLC.

Signed: _____ **Date:** _____

Printed Name: _____