



## **The Artisans Gallery on Howe Gallery Artist Exhibition Agreement**

To be a Gallery Artisan Member at The Artisans Gallery on Howe (The Gallery), one must have paid their yearly Artisans Association membership dues, the Gallery fee, be at least 18 years of age, and consent to and fulfill the terms of this Agreement.

1. The Gallery reserves all rights to the reproduction of the artwork for publicity purposes except as noted in writing to the contrary. The Gallery shall not permit the Gallery Artist's work to be used for any other purposes without the written consent of the Artist. The Gallery may arrange to have the artwork photographed to publicize and promote the artwork. Photographic images of the artwork may also be used to promote The Gallery itself.
2. A yearly fee of \$150.00 is required to be a Gallery Artist of The Artisans Gallery on Howe. Artisans must keep their General Membership up to date. There is no refund of fees if the Gallery Artist leaves before the end of the year. If a Gallery Artist joins after January 31, the gallery fee will be prorated. Each year, each Artist must sign the Exhibition Agreement.
3. Gallery Artists are required to work at The Gallery two (2) 4 hour shifts each month. Each Gallery Artist may be required to work additional time in the calendar year, should it be needed by the Gallery Scheduler to fill the working calendar. The extra shifts will be allocated in an equitable manner among all Gallery Artists. All Gallery Artists can be excused from working their shift by finding a replacement with another Gallery Member and then updating the master schedule in the Gallery. In case of an emergency the Internal Communications volunteer can be contacted to send out a mass emailing for a volunteer to work the shift. Gallery Volunteers may be available at \$30 per shift to be paid by the Gallery Artist needing the substitute. An authorized leave of absence due to illness or tragedy can be arranged with the scheduler and/or VP Gallery Director. If a worker's shift falls on a holiday when the Gallery is closed, the worker is expected to make up the time.
4. Compassionate Leave Policy: With the approval of the VP/ Gallery Director, a Gallery Artist may be given up to a 3-month grace/recovery period following illness or tragedy without working any shifts and still retain active status as a member of the gallery at 30% commission. Additional items may be brought into the Gallery during this time to

replenish only items that have been sold. After the initial 3-month period, with the approval of the VP/ Gallery Director, the commission will be 40% and replenishing sold items may be brought in. After the 6-month period, status will be reviewed with the Gallery Artist and the Steering Committee. Each case will be treated on an individual basis.

5. If a Gallery Artist makes repeated errors while working, the Steering Committee will review the situation, and that member can be suspended for a period of three months. If the Gallery Artist continues to make errors, the Steering Committee can terminate the Exhibiting Artist's membership with no refund of any fees.
6. The display of all 2D and 3D artwork and crafts at the Gallery and Gallery Events are the sole responsibility of the Gallery. This responsibility includes all displays in the Gallery, as well as for events, such as Featured Artist, etc.
7. New Gallery Artists may bring in their 2D artwork to The Gallery only on Change Out Day (a notice will be sent) for display in the month in which they have been scheduled to be trained and work. No 2D artwork may be exhibited prior to the Gallery Artist being scheduled for the first training session. 3D work may be brought in at the Gallery Artist's first training session. The VP/Gallery Director may suggest a different display schedule at her discretion during non-change out months. All items must have the appropriate SKU barcodes. SKU instructions will be sent out prior to training and new Artists will be assigned a SKU coach.
8. All artwork must be original. No copying from any source is allowed. All work must adhere to the guidelines as set forth in the Artisan's Jury Standards. Jurying standards from The Artisans will apply to the work exhibited at The Gallery. The gallery director reserves the right to determine what items will be available for sale in the gallery. There is no guarantee that every approved juried item will be acceptable for placement in the gallery. Reasons for rejecting an item may be that items may be too large for the space available, may be too similar to items already in the gallery or other reasons as determined by the Gallery Director.

All work at The Gallery in regular exhibits must be for sale. The Gallery Artist's submission of any item(s) that come(s) into The Gallery that is inferior or substantially different from the work that was juried and approved will be removed from the Gallery showroom and the VP/ Artistic Integrity will be contacted. The Gallery Artist will be given an explanation for the removal, and suggestions or requirements, as listed in the Jury Standards, that will allow the item to be resubmitted into the Gallery or submitted to be juried.

9. The Gallery Artist hereby warrants that labels containing descriptions of advised uses, cautions, contents and care of the artwork are true and accurate. All known and reasonable cautions must be disclosed.
10. The Gallery Artist is responsible for working out the cost and the shipping of artwork to a customer. The Gallery will not be responsible for the packaging of artwork for shipping or

for the cost of shipping. Volunteers working The Gallery will make it possible for the customer and the Gallery Artist to get in contact with each other to make these arrangements.

11. A commission of 30% will be charged by The Artisans for all work sold. Checks for sold work will be paid monthly. Custom orders have a commission rate of 25% of the price sold. All proceeds from the sale of artwork minus the commission shall be held in trust for the Gallery Artist until such time the scheduled payment is made. The Gallery Artist's proceeds will not be used to pay creditors of The Gallery. Payment to the Artist shall be made by The Gallery monthly by the 10th of the following month. Notification of check availability will be made by email. A statement of accounts for all the Gallery Artist's sales shall be furnished by The Gallery to the Gallery Artist weekly or regular basis. Sales tax collected from the sales in The Gallery will be submitted to the State of North Carolina directly by The Artisans.
12. All artwork must be labeled with an SKU consisting of the artist's Personal Code, Category Code, Item Code and Price prior to delivery to The Gallery. The Artist is responsible for filling out the SKU forms correctly and sending the form to galleryonhowe@gmail.com. The Gallery will print the SKUs weekly and have them available in the Gallery. SKUs do not replace specific labeling on a piece that might be required in the jury standards. The price should be handwritten on the SKU so customers can read the price. Business cards will be placed in a central location within The Gallery.
13. The Gallery Artist's work will be sold at the retail price noted on the item's label. If there is no label or the label is unclear, the item will be removed from the sales floor until such time the Artist can relabel.
14. If a Gallery Artist wishes to change the price(s) of work, the Artist must replace the SKU by filling out the Duplicate/revised SKU inventory template and sending it to galleryonhowe@gmail.com. A new SKU will be printed on the weekly print schedule.
15. Under the guidance and direction of The Gallery Committee's 3D team leader, ONLY members of The Gallery's 3D Team may rearrange 3D artwork in The Gallery. 2D artists may replace their hanging pieces on the walls as they are sold.
16. All 2D art will be changed out/refreshed every other month. Artwork that is seasonal must be changed out according to the published schedule. At the time of the 2D change-out, artwork that has not been in the Gallery for the entire 2-month time may remain. 3D artwork will be changed out regularly by the 3D Committee, to coincide with seasons, holidays, etc. Holiday-specific artwork must be removed on the date selected by the 3D Gallery Director.
17. Once any piece of artwork (2D or 3D) is submitted by a Gallery Artist to any show or to The Gallery during special exhibits, The Artisans have exclusive rights to the commission on that piece during the time it is on display. Unless sold, no artwork may be removed during a special exhibit without the consent of VP/Gallery Director. Only the

customer who has made the purchase may remove pieces from The Gallery that are sold while on special exhibit at The Gallery.

18. The utmost care will be given to each piece of work. However, neither The Artisans, any member of The Artisans or The Artisans of St. James (d/b/a SUFA), nor any Exhibiting Artist, nor any volunteer working at The Gallery shall be responsible for the loss or damage from any cause including Acts of God, fire, weather, theft, vandalism or circumstances beyond its (their) control.
19. If for some reason a conflict arises concerning the exhibition of items to be sold, The VP/ Gallery Director will resolve the issue. If there are still concerns by the Gallery Artist, the issue will be taken to the Steering Committee for final resolution.
20. Artwork left at The Gallery by former Artisan Members will be removed from the sales floor immediately and, after a period of two (2) months, will become the property of The Artisans if not removed from The Gallery property.
21. The VP/ Gallery Director, with the unanimous approval of The Steering Committee, has the authority to suspend the exhibiting privileges of a Gallery Artist up to three (3) months for noncompliance with the terms of this exhibition agreement. The Steering Committee may revoke Gallery membership for failure to follow these guidelines.
22. This Agreement may be terminated at any time by either the VP/ Gallery Director, the Artisans Steering Committee or the Gallery Artist, by means of written, 30-Day notice of termination from either party to the other on a case-by-case basis.
23. To avoid a "revolving door" atmosphere at the Gallery, the following will be in effect: Gallery Artists are expected to do their part to make the enterprise successful. It is expected that all new artists will commit to a period of one year's participation. Should a new artist leave the Gallery within the first year, there will be a waiting period of one year before returning to the Gallery. After the first year, any artist leaving the Gallery will be required to wait six months before returning. Subsequent departures from the Gallery will require a waiting period of one year. In special cases, the VP/ Gallery Director and/or the Steering Committee may make exceptions to these policies with the approval of the Steering Committee.
24. In the event of the Gallery Artist's death, the estate of the Gallery Artist shall have the right to terminate the Agreement. Within thirty (30) days of the notification of terminations, all accounts shall be settled and all unsold artwork shall be removed from The Gallery.
25. The Gallery Artist's submission of any item(s) that come(s) into The Gallery that is inferior or substantially different from the work that was juried and approved will be removed from the Gallery showroom and the VP/Artistic Integrity will be contacted. The Gallery Artist will be given an explanation for the removal, and suggestions or requirements, as listed in the Rules and Regulations and the Jury Standards, which will allow the item to be approved for resubmission into the Gallery or submitted to be juried.

Amount \_\_\_\_\_