



PLOCH ART GALLERY

EXHIBIT AND CONSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into on **May 8th, 2024** by and between SHARON LYNNE WILSON CENTER FOR THE ARTS, INC., a Non-stock corporation duly organized under the laws of the State of Wisconsin ("Wilson Center"), and **League of Milwaukee Artists (LMA), Represented by Mike Gundlach**, an artist residing in the State of Wisconsin ("Artist").

GALLERY DISPLAYS

Wilson Center operates an Arts Education Center in Mitchell Park in the City of Brookfield, State of Wisconsin. Artist has developed certain works of art (hereinafter referred to as the "Artwork"), and Artist desires to display such Artwork at the Wilson Center. In addition, Artist desires to consign the Artwork for Wilson Center to sell as part of its day-to-day operation.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Delivery of Artwork for PLOCH**. Artist shall deliver **on June 24th, 2024 between 4:00-7:00pm** (hereinafter the "Delivery Date") the Artwork for display and retail sale by Wilson Center.
2. **Delivery of Artwork foy HALLWAY**. Artist shall deliver **on July 24th, 2024 between 5:00-7:00pm** (hereinafter the "Delivery Date") the Artwork for display and retail sale by Wilson Center.
3. **Removal of Artwork**: Artist shall remove art on **Oct 21st, 2024 4:00-6:00pm** (hereinafter the "Removal Date") the Artwork that was on display and retail sale by Wilson Center.
4. **Artist Talk**: The LMA will provide a speaker for a gallery event on **July 30th 6:30-8:00pm in the Grand Hall**.

3. **Agency, Purposes**. Artist hereby appoints Wilson Center as agent for the Artwork for the purposes of exhibition and sale. Wilson Center shall not permit the Artwork to be used for any purposes other than those set forth herein without the written consent of Artist. The agency created under this Agreement only applies to the Artwork, which is delivered and received under this Agreement, and does not make Wilson Center a general agent for Artist, or any other works of Artist.

4. **Term of this Agreement**. Artist and Wilson Center agree that the term of the consignment for the Artwork hereunder shall commence on the Delivery Date and shall terminate on [end date] (six months from closing date of exhibition except as otherwise provided in section 5 below), whereupon both the term of the consignment for the Artwork and the term of this Agreement shall expire. Artist shall take back the Artwork within two days of this Agreement's expiration.

5. **Consignment.** Upon Artist's delivery of the Artwork as required herein, Artist consigns to Wilson Center and Wilson Center accepts on consignment, the Artwork. Wilson Center shall employ reasonable efforts to sell the Artwork for the account of Artist. The selling prices of the Artwork shall be as set forth on the Inventory Sheet and incorporated herein, unless Artist accepts a lower price, in writing. If any piece of the Artwork should be sold during the term of this Agreement, such Artwork shall continue to be displayed at the Art Center until the end of the term of this Agreement.

6. **Wilson Center Fee, Payment, Records.**

(a) **Wilson Center Fee.** In consideration for use of its facility and its services under this Agreement, Wilson Center shall receive a fee in an amount equal to thirty percent (30%) of the Proceeds (as hereinafter defined) from the sale of each piece of the Artwork, including referrals from the Wilson Center up to six (6) months after the closing date of the exhibition. For the purposes hereof, "Proceeds" shall mean the gross revenues generated from sales of those pieces of Artwork (exclusive of all sales and other taxes applicable to such sales).

(b) **Payment.** Wilson Center shall remit to Artist, no later than thirty (30) days after the close of the exhibit, an amount equal to seventy percent (70%) of the proceeds of the sales of the Artwork made by Wilson Center.

(c) **Records.** Upon completion of the exhibition, Wilson Center shall furnish to Artist a consignment memorandum which shall initially consist of a reconciliation regarding the Artwork sold since the Delivery Date, and thereafter since the day of the prior consignment memorandum, and a record of the balance of the unsold Artwork in possession of Wilson Center. Final inventory received 4 weeks prior to opening exhibition will be used as final record for Artwork displayed.

7. **Title to the Artwork and Proceeds.** The Artwork shall at all times be considered to be held by Wilson Center only on a consignment basis. The Artist shall at all times retain title to all Artwork on consignment under this Agreement until sold hereunder at which time title to the Artwork shall pass from Artist to Wilson Center patrons. Wilson Center shall be responsible for paying all taxes and other charges assessed or levied on the Artwork while in Wilson Center's possession, or due by reason of the sale of any such Artwork, including without limitation, sales, excise, income and personal property taxes.

8. **Submission of Artwork.** Artist hereby acknowledges that the Wilson Center is a public facility that is used by local schools. Artist further acknowledges that students, as part of their curriculum, are required to attend events at the Wilson Center, and are often walking through various areas of the Wilson Center with little or no adult supervision. As a result, Artist agrees that in selecting which works to display at the Wilson Center Artist shall review the imagery contained in each individual piece of work proposed by Artist for display in the Wilson Center and consider whether such imagery is sensitive to the very young ages of some of the Wilson Center's users. Artist may obtain pre-approval of the works Artist wishes to display at the Wilson Center by submitting to the Wilson Center, at least sixty (60) days prior to the Delivery Date,



images of each individual piece of Artist's work which Artist proposes to display at the Wilson Center. Within ten (10) days of receipt of such images, Wilson Center shall review such works and shall contact Artist as to the acceptability of such works.

9. **Handling of Displayed art.** Wilson Center shall not lend out, remove from the Wilson Center, or sell on approval any of the Artwork, without first obtaining written permission from Artist.

10. **Promotion.** Wilson Center shall use its best efforts to promote the exhibition of the Artwork. Wilson Center agrees to provide adequate display of the Artwork, and to undertake other promotional activities on Artist's behalf. Artist hereby grants Wilson Center the right to reproduce the Artwork during the term of this Agreement as Wilson Center deems reasonably necessary for the exclusive purpose of promoting the Artwork's exhibition at the Wilson Center. Wilson Center shall clearly identify all Artwork as Artist's. Prior to the Delivery Date, Wilson Center and Artist shall agree in writing on the division of artistic control and of financial responsibility for expenses incurred in Wilson Center's exhibitions and other promotional activities undertaken on Artist's behalf.

Wilson Center retains the right to obtain local sponsorship and/or advertising for the Exhibition. Sponsorship(s), underwriting, or advertising will be used for purposes deemed appropriate by the Wilson Center. Approval and placement of signage within the Ploch Art Gallery will be at Wilson Center's discretion. Wilson Center may videotape and/or photograph Artist, Exhibition and Artist Reception, with video/images intended for archival purposes, as well as promotion of Exhibition in marketing materials, to include social media, website, and email communications. Artist agrees to make a reasonable effort to be available for interviews (to include in-person, video, phone, and email/written interviews) from media and/or Wilson Center as requested.

11. **Warranty.** Artist hereby warrants that Artist created and possesses unencumbered title to the Artwork and all rights ancillary thereto, and that the Artwork's description on the attached Inventory Sheet is true and accurate.

12. **Transportation Responsibilities.** Artist shall be responsible for shipping the Artwork to the Wilson Center's shipping dock, and upon termination of this Agreement, shipping the Artwork from the Wilson Center's shipping dock. Packing and shipping charges and other handling expenses, insurance costs, and risk of loss or damage incurred in: (i) the delivery of the Artwork from Artist to the Wilson Center's shipping dock, and (ii) the Artwork's return to Artist from the Wilson Center's shipping dock to Artist's designated delivery location, are the responsibility of Artist. Unless otherwise agreed upon by the Parties in writing, Wilson Center's only responsibility as to the Artwork's shipment hereunder shall be receiving the Artwork from Artist at the Wilson Center's shipping dock and delivering the Artwork to Artist at the Wilson Center's shipping dock. Wilson Center may arrange for the shipping of the Artwork to Wilson Center patrons who purchase the Artwork hereunder, for an additional fee that will be charged to such patrons.



13. **Installation Responsibilities.** Artist shall be responsible for installing the Artwork in the Wilson Center's Ploch Art Gallery in accordance with Wilson Center policies and guidelines. Installation hardware and tools will be provided by the Wilson Center upon request. Artist will provide all other materials unless approved by the Education Manager. Artist must install works related to the body of work submitted in the Artist's proposal unless approved in writing by the Education Manager.

14. **Risk of Loss and Insurance within the Wilson Center.** The Artist hereby releases and agrees to hold harmless the Sharon Lynne Wilson Center for the Arts from any damage to Artist property sustained while exhibiting work in the Wilson Center's Ploch Art Gallery. Artist is solely responsible for the delivery, secure installation, and removal of my artwork. Further, Artist agrees to abide by the rules for participation and all policies and guidelines developed by the Sharon Lynne Wilson Center for the Arts. The Wilson Center does not carry insurance to cover damages to artwork displayed at the Wilson Center. As an independent contractor Artist is advised to obtain his/her own insurance. Wilson Center's liability to Artist for theft of the artwork shall be limited to the full amount Artist would have received hereunder from Wilson Center if the artwork had been sold.

15. **Exhibiting Artist General Information** is attached hereto and incorporated as part of this contract.

16. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings, and contains the entire agreement between the parties hereto. No amendment, modification, termination, or waiver of any provision of this Agreement nor consent to any departure there from, shall in any event be effective unless the same shall be in writing and signed by duly authorized representatives of each party hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on a party in any case shall entitle it to any other or further notice or demand in similar or other circumstances. No failure or delay on the part of a party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

(b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party shall have the right to assign or otherwise transfer its rights hereunder or any interest therein without the prior written consent of the other party.

(c) **Severability.** The Parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations of the Parties shall be construed and enforced accordingly.



(d) **Headings.** The headings in this Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

(e) **Notice.** All notices, requests, demands, directions and other communications provided for hereunder shall be in writing and shall be sufficient (and shall be deemed to have been duly given or made upon receipt) if delivered in person, by courier service, by telecopier, or by certified mail (postage prepaid, return receipt requested) to the addresses set forth next to each of the parties' respective signatures below.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SHARON LYNNE WILSON CENTER FOR THE ARTS, INC.

By: _____

Sandy Wysocki, Executive Director

Date: _____

Address for Notice:

3270 Mitchell Park Drive Brookfield, WI 53005

ARTIST: _____

(Signature)

(Print Name)

Date: _____

Address for Notice:

Email: _____