



Effective date: \_\_\_\_\_ Expiration date: \_\_\_\_\_

### EXHIBIT / LEASE AGREEMENT

[www.gallery104.org](http://www.gallery104.org)

This agreement, executed between \_\_\_\_\_ (Artist) and Gallery 104 (hereinafter Dealer), is for the purpose of exhibit and sale of original artwork by the Artist in a professional gallery setting. Terms and conditions of the working agreement:

Artist is responsible for complete customer-ready presentation, delivery, and insurance of all pieces delivered to the Dealer. Artist waives claims against Gallery 104 and the Arts Association of Oldham County (hereinafter AAOC) for theft or breakage of artworks on its premises. It is the sole responsibility of the Artist to obtain such insurance as deemed necessary for value protection. The Artist retains ownership of his/her work while in Dealer's possession, during transit and until the work is paid for by a buyer. The Dealer shall maintain premises liability insurance per its lease agreement.

Artist will show professional integrity in the artworks he/she intends to display which must be able to be displayed in a public setting. Gallery 104 expects the quality of craftsmanship to be evident and consistent. Any wide deviation from artist's juried artwork will be submitted for approval to the Gallery Display Committee and may be sent to the Jury Committee. Gallery 104 has the right to reject, upon arrival, any artwork of unacceptable subject matter, craftsmanship and quality.

The Artist agrees to an initial commitment of three (3) consecutive months of participation. Thereafter, the Artist may choose to renew his/her contract on a month-to-month basis. Artist will give Dealer a 10-day notice of his/her intent to leave the Gallery. Artist agrees to pay Dealer a percentage of the sale of any artwork currently exhibited by Dealer or commissioned through Dealer according to the following conditions:

**Working Artists** - Artist agrees to work two shifts of four hours each every month. In return for Artist's agreement to work these shifts, Artist will receive 70% of the total sale price, before tax, of Artist's artwork. If Artist is unable to fulfill either one of these shifts, the Artist is responsible for finding a qualified replacement to fulfill the shift in a timely manner and to make up the shift at a later date to maintain the higher commission rate. If shifts are not made up, the Artist is subject to the 50% commission for that month.

**Non-working Artists** - Artists unavailable to work in the Gallery will receive 50% of total sale price, before tax, of Artist's artwork.

**Gallery Commissions, Credit Card Charges, Sales Tax** - Sales commission is as stated depending on status as working or nonworking Artist based on the final selling price set by the Artist. Commissioned works generated directly from Dealer will be inventoried through the gallery and Dealer will retain the current year's sales commission. Any bank charges for credit card sales will be borne by the Dealer. All sales tax collected on sale of artwork will be remitted to the State of Kentucky by the Dealer.

**Payment to Artist** - The Dealer will pay the Artist the amount of total sales less commission on the 15th day of each month for the prior month's sales. Dealer will inform the Artist of the date of sale, title of artwork and purchase price.

I hereby affirm that I have read and agree to the Gallery 104 Agreement terms and Guidelines. I understand I am responsible for insuring my artwork and hold harmless AAOC and Gallery 104 from loss, damage, or claims resulting from the display of my artwork.

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

Address: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Email: \_\_\_\_\_ Phone(s) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Working artist      \_\_\_\_\_ Non-working artist

# GALLERY GUIDELINES

**Changing Artwork and Inventory:** Artist agrees to keep inventory reasonably stocked at all times. Artist is responsible for replenishing inventory as needed, providing title, dimensions, description and price. Space limitations do not permit in-store individual signage. Gallery Director will keep the exhibitor informed of inventory needs and special orders. If any exhibitor wishes to change his/her inventory the Gallery Director must be contacted. All deliveries shall be made Mondays AND by appointment through the Gallery Director. All items shall arrive ready to be displayed.

Artist will be notified within three days by phone or email when inventory needs to be replenished. Inventory must be replenished within one week of notification. Gallery Display Committee may relocate remaining artwork as necessary.

All work should be rotated out every 90 days unless agreed upon otherwise. It is the artist's responsibility to provide new works as others sell and remove the old. Artwork must be inventoried in by the Gallery Director or his/her representative.

**Display:** Artists must be members of the AAOC to display their works. Artist will supply special display needs for their art. Physical space is limited. Each 2-D artist will be given up to 5 linear feet of wall-space. 3D artists will have the equivalent of 5 linear feet of display space either on pedestals, display shelves or a combination thereof. Gallery 104 reserves the right to reject, upon arrival, any artwork that is deemed inappropriate, and maintains the exclusive right to determine the arrangement and number of inventory pieces on the gallery floor. All gallery tags will be generated by the Gallery Director and will contain title, artist name, medium and sale price.

All works of art will be original in conception and/or presentation. **2-D** art must be clearly marked original or giclee/print. Prints made from original artwork must CLEARLY be identified as reproduction/print.

**Hanging art:** Framed art shall have multi-stranded wire appropriately and securely attached to frame. Loose ends of wire shall be taped to prevent cutting hands or scraping walls. Other hanging art must have the appropriate hanger for support. Art on canvas must be spray sealed if gallery-wrapped. If canvas is stapled on sides, it must be framed. Arrangements will be made for artwork exceeding 35 lbs. (unsuitable for wall-hanging system) by the Gallery Display Committee.

**Reproduction:** The Artist reserves all rights to the reproduction of the Artworks. The Artist hereby grants the Dealer permission to photograph or reproduce his/her Artwork for promotional purposes only. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

**Artist initials** \_\_\_\_\_

**Public Image:** Each Artist is a representative of Gallery 104 in the public eye. Smoking is not permitted in the Gallery at any time, nor is the working Artist permitted to smoke outside the gallery doors during business hours. Alcohol is not permitted at the gallery except in approved situations (art shows, exhibit openings, other activities approved by AAOC). Pets or minor children shall not accompany Artist during hours of operation.

**Inclusion/Expulsion:** Each participating Artist will fulfill all responsibilities as stated in this agreement, working with honesty and integrity within the scheduled Gallery times and maintaining a cooperative mindset. Artists who fail to fulfill responsibilities or otherwise meet the requirements of this agreement will become subject to expulsion. Artist shall receive a 10-day written notice of expulsion. The Gallery Director shall present written documentation stating reasons and circumstances for expulsion to the AAOC Board.

**Use of Gallery 104 Logo/Office equipment:** The Gallery 104 logo is not to be used by any Artist without permission of the Gallery Director. Use of gallery equipment and office supplies is not permitted by Artist for their own personal use.

Let the gallery manager know if you would like to be considered for a special exhibit, lecture on technique, or become the subject of an article for the AAOC Newsletter.