

ARTIST CONTRACTUAL AGREEMENT  
ARTWORKS ON THE SUMMIT

1. TERM & TERMINATION: This agreement shall commence upon signing and after 6 months may be terminated by either party after giving 30 days written notice.

A member may be terminated by majority vote of the ArtWorks Board of Directors for non-compliance of this agreement. No member is exempt from stated duties in this Contract (exceptions may be determined by the Board of Directors) without forfeiting his/her privileges to exhibit and remain a member in good standing of the Gallery. Consistent with the terms of this contract, the Board has the full authority to dismiss a member from the Gallery.

2. EXPENSES: From membership dues and commission collected on sales ArtWorks will pay for advertising, supplies, rent and other related expenses of the day-to-day operations of the gallery.

3. DONATIONS: All income from donations, memorials and sales of specified items shall be held separately in a designated "Buzz" fund. Specified sales include Y'Art Sale items and items marked "Buzz." This income will be used to further the stated charitable mission of ArtWorks: *"ArtWorks is committed to educating, identifying, and encouraging the work of our regional artists and artisans focusing on work that reflects our inspiring environment, strengthens our cultural heritage, and ignites our passion for art in our community"*

4. CHARITABLE WORK: ArtWorks will further its mission through workshops, public displays, public events and by supporting emerging and local talent.

5. ACCEPTANCE: To become a member of ArtWorks artists will submit work to the Membership section for review. Acceptance is contingent on quality of work, space limitations, current balance of media in the gallery, and the artist's ability to staff.

4. INSURANCE: Artists provide their own theft/damage insurance through their own brokers. Liability insurance is the responsibility of ArtWorks and/or the landlord.

4. COMMISSION RATES: ArtWorks will receive 25% of sales of Associate members (non staffers) and 10% from Active member artists who fulfill staffing requirements. The Artist shall establish the retail value of works, and agrees not to undercut that price at other regional venues. Percentage of sales due to ArtWorks is subject to modification by the ArtWorks Board of Directors.

5. SALES TAX: ArtWorks will collect and pay applicable Pennsylvania State sales tax on works sold. The applicable tax will be added to the retail price established by the Artist.

6. PAYMENTS: ArtWorks shall pay the Artist proceeds of sales by the 15th of the month following the sale.

7. DUES, FEES: Artist agrees to pay the yearly, non-refundable membership fee. Other fees may be required as determined by the Board, based on gallery expenses. Dues and fees are re-evaluated annually.

8. DISPLAY, CONDITIONS and INVENTORY: Conditions for display of work are as follows:

- All active members shall have a representation of their work displayed in the gallery, but not necessarily all works submitted.
- The number of works displayed will depend upon the size of the work, balance of media and available space.
- All 2D work to be displayed on the walls must be properly framed and wired. Work not wired properly may not be displayed
- All work must be clearly labeled by the artist in a manner determined by the Gallery.
- Work will be submitted to the gallery will be hung by the Set-up Section. Work may not be changed, or hung by the artist.
- Artworks will keep an inventory book available to staff. The artist must maintain and keep current their own inventory sheets.
- Work may be rejected because of media, subject or quality. The artist may appeal to the Board of Directors.

9. NEW MEDIA: Any work in a media previously not exhibited by an artist must be accepted by the Membership Section in accordance with the by-laws.

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10. MEMBERSHIP: All member artists are designated as either Active or Associate members.

• **Active Members:**

- fulfill staffing requirements
- have work on display and/or for sale
- participate in one or more sections
- are voting members of the **Board of Directors** of the ArtWorks on the Summit organization.

• **Associate Members** are those who are not able to staff but

- have work on display and/or for sale and
- participate in one or more sections.

11. GALLERY STAFFING: The Active Member Artist agrees to work the equivalent of 2 half-day shifts each month, minimum. If unable to fulfill scheduled time, the Active Member agrees to make arrangements for a replacement. If unable to provide staffing the artist agrees to give ArtWorks 25% commission on works sold. All members are expected to participate in Gallery Openings and serve on at least one committee.

12. MEETING ATTENDANCE: All artists are strongly encouraged to attend meetings. Decisions made in meetings are passed by a **majority vote of the Active** members present.

13. RETURN POLICY: Return of any sold artwork will be dealt with by the Artist. The artist may submit their policy to ArtWorks along with this agreement.

14. SECURITY INTEREST. All works deposited by the Artist are property of the Artist until sold. Ownership of sold works shall pass directly to the buyer. The works shall not be subject to claims by ArtWorks's creditors.

15. MODIFICATIONS: The ArtWorks Board reserves the right to change this agreement after 90 days and upon 30 days written notice.

17. EFFECTIVE: This agreement remains in effect as long as the artist is current with yearly membership fees.

16. TERMINATION: Artist may terminate this agreement with 30 day written notice to the ArtWorks Board.

17. GRIEVANCES: The Artist will submit any grievances in writing to the Board of Directors.

18. HOLD HARMLESS: Gallery members and the Board of Directors shall not be liable for loss or damage to art works brought to the gallery for display or sale.

The undersigned agrees to have received a copy of this contract, read it in full, understands the rules, and will abide by requirements stated within. Further, the undersigned agrees to view a copy of the Gallery's By-laws, read it and comply with the procedures set forth in that document.

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (Cell): \_\_\_\_\_ Email: \_\_\_\_\_

**Gallery Membership Category.** Choose one:

Active Member: I agree to staff 2 shifts per month and contribute 10% of sales to ArtWorks on the Summit.

**OR**  Associate Member: I am unable to staff. I agree to contribute 25% of sales to Artworks on the Summit.

I prefer to participate with the following section(s):

Membership  Staffing  Set-up & Display

Marketing & Promotions  Programs & Outreach

Artist Signature: \_\_\_\_\_ (Date) \_\_\_\_\_ Dues paid: \_\_\_\_\_ (amount: \$25.00)