

BBAC Big Bend Gallery
Artist Agreement

This agreement is made on (date) _____ between:

Artist Name: _____

Address: _____

Email: _____ Telephone: _____

And the Big Bend Arts Council, Gallery on the Square 115 W. Holland Ave., Alpine, TX. 79830.

Approved Media: _____

The agreement is as follows:

The above artist appoints BBAC Big Bend Gallery as agent for the purpose of exhibition and sale of the works listed in the inventory of the gallery. This artist has been accepted by jury into the gallery.

1. Costs, commissions, and fees

- a. Big Bend Gallery shall sell the works at the selling price listed by the artist in the inventory record.
- b. The artist agrees to pay 20 percent commission on all works sold through Big Bend Gallery. Once earned, a commission will not be refunded.
- c. The artist agrees to pay 20 percent commission on all work privately commissioned as a result of the artist's exposure in the gallery.
- d. An entry fee (\$25 for BBAC Members, \$50 for non-members) plus a \$5.00 key deposit shall be paid by the artist upon acceptance into the gallery. (\$25 of the non-member fee will go toward BBAC Membership.)
The artist will pay a monthly fee of \$35.00 . This fee is due by the 10th of each month.
- e. The Gallery Director and Treasurer will maintain the records of the gallery. The artist will be paid on sales after deduction of commission each month. Checks should be cashed within 3 months. If not, the artist will be contacted by the BBAC Treasurer.
- f. In January of each year, the Gallery Director and Treasurer will re-evaluate the income and expenses of the gallery. Should the monthly fee or commission percentage require adjustment, all artists will be notified of such changes 60 days before such adjustments go into effect.

2. Artwork

- a. All artwork shall be up to the standards of quality of the medium that the artist is exhibiting and must be ready to display and/or hang.
- b. All matters relating to copyright and other principles of intellectual property law, and all matters relating to longevity of the artist's medium (including but not limited to fading, cracking, discoloration, and other production defects) and any disputes between artist and the purchaser are solely the responsibility and liability of the artist.
- c. All artwork shown in the gallery must be the original work of the artist. High quality reproductions, preferably archival, of the artist's original work may also be shown. All artwork is the property of the artist until sold.

- d. If an artist wants to add new media to their designated display space, the artist must first get approval from the steering committee. (A maximum of 3 media allowed)
3. Artist Responsibilities
- a. Artists are responsible for understanding and abiding by the policies and procedures of the gallery, including inventory, POS system, display, opening and closing procedures.
 - b. All matters relating to shipping, purchaser returns, refunds, complaints, special payment arrangements, and other issues in connection with a sale are the responsibility of the artist, subject to approval by the Gallery Director and/or Gallery Treasurer.
 - c. All works shown in the gallery are shown at the artist's risk. Big Bend Gallery will take every precaution to protect the artist's work; the gallery accepts no responsibility for any damage or loss of art.
 - d. Insurance of the artist's artwork is the responsibility of the artist.
 - e. Artists are expected to attend all special gallery promotions and announced gallery member meetings.
 - f. A normal working day in the gallery is 10am – 5pm (7 hours). The artist is required to work a minimum of one full working day in the gallery each work cycle, working through the lunch hour. The number of days in a work cycle shall be determined by the number of member artists and administered by the Scheduling Coordinator. Artists are solely responsible for signing up for their work schedule and finding a replacement if necessary. Any artist who fails to show up for work without notifying anyone will be fined \$50. Any artist who will not work the minimum shall be removed immediately from the gallery.
 - g. Upon leaving the gallery membership, the artist must remove all his/her artwork within one week, unless otherwise approved by the Gallery Director. Artwork not removed after one-week past termination of membership will be held in storage and a storage fee of \$5.00 per day will be charged until the work is picked up.
 - h. Artists will give a minimum of one week notice before leaving the gallery.
4. Terms of this contract.
- a. This contract is automatically renewed annually, unless terminated by the artist or Big Bend Gallery, as specified below.
5. Early termination of this contract
- a. An artist may be removed from the gallery for cause. Should such a course of action be necessary, the gallery director will first address the concerns in writing with the artist, Should the artist fail to make the necessary corrections or relay a plan of corrective action within five days, the gallery director may then present the reasons in writing to the steering committee in a special session. The steering committee will determine a suitable course of action, up to and including removal of the artist from the gallery, by a majority vote of steering committee members.
 - b. The artist under review may be present for the discussion, but not be present for the vote. Reasons for termination include theft, repeated failure to abide by the rules set forth in this agreement, repeated contentious or non-cooperative behavior, two months arrears in monthly dues, flagrant and deliberate violation of copyright/intellectual property laws.

Signed: _____ Artist Date: _____

Signed: _____ Gallery Director Date: _____