

Contract for Artist and Gallery Agreement

Grand Mesa ImpressionZ, Inc.

250 S. Grand Mesa Drive

Cedaredge, Co 81413

970-208-6898

www.ImpressionzGallery.org

A 501-C3 Non-profit gallery striving to become a "Creative District"

Updated Jan 2021

Contract is made with respect to artistic representation as stated in this agreement between _____ (hereinafter, referred to as the "Artist"),
address: _____
and ***Grand Mesa ImpressionZ, Inc.***, (hereinafter referred to as the "Gallery"),
located **250 S. Grand Mesa Drive, Cedaredge, CO 81413**

SCOPE OF THE GALLERY

The Artist appoints the Gallery to act as the Artist's agent for the exhibition and sales of artwork/crafts.

TERMS AND TERMINATIONS

First and last month's rent payment is due prior to the artist set up.

Rent of \$35 is due on or before the 1st day of the month.

The Gallery coordinator will be responsible for hanging all artwork. If you are not satisfied with the display of your work, contact the gallery coordinator to make any changes.

This agreement will be terminated by either party giving ***thirty (30) days*** written notice to the other party. This Agreement shall automatically terminate with the death of the Artist or the closure of the gallery.

Upon termination, artwork displayed shall immediately be returned to the Artist, unless other arrangements have been made. Initials: _____

Commission Structure:

Price of Item(s) sold	\$1 - \$49	\$50 - \$99	\$100+
Percentage to Grand Mesa ImpressionZ Inc.	15%	20%	25%

Initials: _____

Should sales outside of the gallery occur as a DIRECT RESULT of a gallery contact, the Artist agrees to pay the Gallery 15% of the retail sales price on any artwork sold as a result of exhibiting in the Gallery. That would include any sales from your website that is advertised through the gallery in any way.

Initials: _____

Sale of Art:

Gallery agrees to sell the Artist's work at the retail price shown on the Price tag/label. Artists are responsible for making discount decisions on the sales of their own artwork.

Initials: _____

Artist Commitment to Work:

All Artists **MUST** commit to a ***minimum of 7 hours a month*** to work the gallery. This may be done in 3 1/2 hour shifts or one 7 hour shift. Artist are asked to work extra hours during special events throughout the year. Artist are required to work at least 1 special event annually. Artist are encouraged to commit to additional hours during the month. ***Any extra time commitment will be much appreciated.***

Gallery hours are typically 10am-5pm Monday-Sunday 7 Days a week.

Hours are subject to change at any time. Artists will be notified of any change in hours.

Initials: _____

Time Commitment:

Artist Must Commit to a Minimum of 7 hour per month.

It is your responsibility to find another member to take your committed time if you are unable to attend. You may make arrangements with **another** artist to switch with them or with approval from the Board you can ask for a variance to make up time in another month.

Artists who are out of town for several months, must make up time when they are back in town. If an artist cannot meet their time commitment, they will be asked to perform other tasks to help at the Gallery, such as cleaning, helping to set the Gallery, office work, advertisement, or other duties that would benefit

the gallery in leu of artist time commitment. If artist is unwilling to abide by the time commitment, he/she will be asked to leave the gallery due to not fulfilling his/her commitment.

Initials:_____

Guest Artist

A Guest Artist is a non-working member of the gallery. Guest Artist pays a 40% commission fee for items sold in the Gallery. Guest Artist will sign a 3 month contract. After the 3 month period, Guest Artist will no longer be allowed another Guest Artist Contract, and must become a regular working Artist in the gallery. Our Guest Artist Spaces are limited in number and size of space. Artwork must be vetted and approved by the board. Guest Artist Contracts will be available for April-June, July-Sept, Oct-Dec.

Space Rental Structure

Artist space is dependent upon the art being displayed. Each wall artist will be given a suitable space for their artwork. Artists that do not have wall art will be given a space on the gallery floor for their display space.

Initials:_____

Insurance, loss or damage

The Artists are responsible for their own insurance of their artwork. The Gallery does not have insurance coverage for the loss or damage of Artist's Work.

Initials:_____

Modification

All modifications of this Agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties.

Initials:_____

ARTIST AGREEMENT

The parties agree as follows:

I. PROCEEDS OF SALES: The amount shall be paid to the Artist by the 15th of each month, as long as Artist is current with rent due. If Artist falls behind on rent payment, the proceed check will be held until Artist is current with his rent obligation. With each net proceeds payment, Grand Mesa ImpressionZ Inc. will submit a written report that sets forth the calculation of the amount of the net proceeds payment and inventory sold.

Initials:_____

II. RECORDS: Grand Mesa ImpressionZ Inc. shall keep accurate records regarding the quantities of the art/creative art that are sold. The Artist shall have the right to inspect such records after providing reasonable notice of such intent to Grand Mesa ImpressionZ Inc.

Initials:_____

III. MERCHANDISE: Please refresh merchandise at least every 3 months. You will be responsible for the regular cleaning duties of your area on a regular basis.

Initials:_____

IV. LOSS AND INSURANCE: Each artist is responsible for insurance coverage of their work.

Initials:_____

V. DEFAULTS: If either party fails to abide by the obligations of this Agreement, either party shall have the option to cancel this Agreement by providing **30 days written notice**.

Initials:_____

VI. TRANSFER OF RIGHTS: This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its' interests in this Agreement unless the prior written consent of the other party is obtained.

Initials:_____

VII. TERMINATION: This Agreement may be terminated by either party by providing 30 days written notice to the other party.

Initials:_____

VII. AMENDMENT: This Agreement may be modified or amended. However the amendment must be in writing and signed by both parties.

Initials: _____

IX. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Initials: _____

X. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Initials: _____

XI. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Colorado.

Initials: _____

XII. SIGNATORIES: This Agreement shall be signed on behalf of Grand Mesa ImpressionZ, Inc. by Members of the Board and of Grand Mesa ImpressionZ, Inc. This Agreement is effective as of the date first written above. Initials: _____

GUIDELINES FOR PARTICIPATION CO-OP GALLERY

1. **Work within your assigned space.** Gallery coordinator will assign your space and occasionally move your artwork to a different location. The coordinator will hang wall items as they are brought into the gallery, however you (the artist) may be allowed to hang your artwork with the approval of the gallery coordinator. Remember, when hanging multiple artworks, organize your work for the viewer. Avoid overcrowding your wall.

2. **Change out artwork every 6 weeks** to keep it fresh and spike interest in your space. Change the central artwork or surrounding work. Even rotating or shifting your current artwork to new places in your area changes its feel and presentation and keep customers coming back to see what's new. Clean your area on a regular basis. Gallery gets very dusty all year long.

3. Labelling and Inventory-Artist are responsible for labelling and pricing their inventory. Please make sure labels/price tags are suitable for the type of product you are selling. For art that is displayed on the wall, please have price visible without having to take item off the wall, but it is advised to have an additional label on the back of the item, listing Artist name, media used, name of item, and price. It is the artist responsibility to maintain their own inventory records.

5. Co-op artists agree to work for 7 hours every month at ImpressionZ Gallery for the duration of the contract. Artists must record their hours on the Gallery's Calendar to receive credit for their required time commitment. Upon Management approval, artist hours can be banked from one month to the next.

LIABILITY WAIVER

*I understand that Grand Mesa ImpressionZ, Inc. assumes **NO** liability of any kind or nature for any paintings, prints, sculpture, or any type of artwork that are displayed, stored and handled by Grand Mesa ImpressionZ, Inc. staff, artist, volunteers and retail customers. In the event of loss, theft, or damage to any ARTWORKS, I hereby waive any and all rights of recovery, claim, action, or cause of action against Grand Mesa ImpressionZ, Inc., its agents, officers, artists or volunteers.*

Signature of Artist

Date

Signature Page
**Contract for Artist and Gallery
Consignment Agreement**

Grand Mesa ImpressionZ, Inc.
250 S Grand Mesa Dr.
Cedaredge, Co 81413

I agree to the terms and conditions set forth in this agreement and the policy and procedures of Grand Mesa ImpressionZ Inc.

Artist: _____

Printed name

Signature

Address: _____

Email _____ Phone _____

Date _____

Grand Mesa ImpressionZ Inc. Representatives

Printed name

Signature

Date _____

Printed name

Signature

Date _____

Printed name

Signature

Date _____