



# MEADOWLARK GALLERY



ARTIST-GALLERY AGREEMENT  
Perkins County Area Arts Council, 246 Central Ave.  
Grant Nebraska 69140 [www.perkinscountycreators.com](http://www.perkinscountycreators.com)

## GUEST ARTIST AGREEMENT

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_  
Month year

### Between:

(Artist(s))

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PHONE:(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ CITY, \_\_\_\_\_ STATE, \_\_\_\_\_ ZIP \_\_\_\_\_

e-mail address \_\_\_\_\_

### and:

MEADOWLARK GALLERY      246 Central Ave.  
GRANT, NEBRASKA 69140

1. **AGREEMENT:** The Meadowlark Gallery agrees to exhibit the works(see attached schedule) of afore named artist for sale or not for sale, and encourages the artist to rotate exhibits at least every 60 - 90 days.
2. **PRICING & COMMISSION:**
  1. The Artist will have the right to determine the pricing of all works of his/her own.
  2. The Gallery shall receive 30% commission from the sale of works for non members and non working members, 10% for working members.
  3. The Gallery shall be responsible for collecting and payment of all state, county and city sales taxes.
  4. Works submitted by artist will not be rented or loaned by Gallery without the written consent of the artist.
3. **PAYMENT:**
  1. The Gallery shall pay the Artist's percentage of all work sold within (30) days from the date of the sale.
  2. The Gallery may permit consigned work to remain in the possession of an approved customer for a period of 5 consecutive days.
  3. Customer taking a piece out on approval, will pay 100% down on the cost of the piece, at the time it is removed. This full purchase price will be held by the Gallery until the time the piece is returned within 5 days or purchased, at which time the money will be deposited.

4. **STATEMENT OF ACCOUNT:** The Gallery shall give the artist a Statement of Account with-in thirty (30) days after the end of each calendar month. This statement will include:
  1. Description of work sold.
  2. Date, price and terms of sale.
  3. Commission due the Gallery.
  4. Name of purchaser.
  5. Amount due the artist.
  
5. **OPENINGS:**
  1. Guest Artists will be responsible for: Designing invitations and ads; cost of producing and mailing invitations and ads relating to the opening, reception and show in general.
  2. Gallery will provide Artist with copy of Gallery mailing list if so desired.
  3. Gallery will be responsible for: Show information to be included in the Arts section of the local newspaper; information on the Guest show on the Gallery web site and hosting the reception which includes providing food, drink and decorations.
  4. Artist is asked to provide artwork and biographies for the Arts section and the web site.
  5. Artist may defer openings if done thirty (30) days prior to the scheduled opening.
  6. Gallery will advise Artist as to space available and number of works necessary.
  7. Artist will be allowed three days to hang works for exhibition.
  8. Artists will be allowed three days to remove works at end of exhibition.
  9. All pieces sold prior to the closing will remain in the Gallery until the show ends, at which time the customer may claim the purchased piece.
  10. Works purchased by customers must be paid for in full before they can be removed, including pieces taken out on approval. (See item 3.3)
  11. Guest Artists will be asked to give a short synopsis of their work and philosophy during the opening reception.
  
6. **HANGING AND WALL SPACE:** Guest Artists will be assigned "PRIME" exhibition areas when putting on a show.
  
7. **CONDITIONS FOR DISPLAY:** The Artist shall have all works mounted, framed and matted with wire and screws. All 3-D works must be placed in a safe and solid manner
  
8. **LIABILITY:** Each Guest Artist shall be responsible for maintaining insurance coverage on their own art works. The Gallery will not be responsible for loss to the Artist's work due to theft or damage although precaution will be taken to prevent theft or damage.
  
9. **RIGHTS OF THE ARTIST:**
  1. The Artist retains the right to conduct his business in his usual manner, but will not knowingly solicit business away from the Gallery.
  2. The Artist shall not knowingly solicit sales from clients on the Gallery's mailing list.
  3. The Artist shall not be responsible for actions of clients on the Gallery's mailing list (i.e. if client contacts the Artist).
  4. Gallery encourages Guest Artist to sell any work viewed by a client at the Gallery, through said Gallery, within a 30 day period from the time it is removed (i.e. if the Artist sells a work to that particular individual, which was on display at the Gallery within thirty (30) days of removing work from Gallery, Meadowlark Gallery would receive an appropriate commission.
  5. Gallery is due commission if the Guest Artist brings a customer in to view his or her artwork at Meadowlark Gallery and the customer agrees to purchase the work from the Artist at that time.

10. **CANCELLATION:** Either party may terminate this agreement by giving written notice thirty (30) days prior to date Guest Artists show is scheduled to begin.
11. **ORIGINALITY:** The Guest Artist warrants that each work submitted for exhibition to be of the Artist's own creation. The Artist agrees to indemnify and hold harmless the Meadowlark Gallery, their directors and members, from any and all claims or liability including attorney fees, based upon a breach or asserted breach of this warranty.
12. **AMENDMENTS, MODIFICATIONS OR WAIVERS.** This agreement comprises the entire agreement between the parties and supersedes all prior and collateral understandings and representation made between the parties hereto concerning the subject matter hereof. All amendments, modifications or waiver of the terms and conditions of this agreement shall be in writing and signed by both parties hereto.
13. **NOTICES:** Any written notice permitted or required under this agreement shall be deemed effective when received of the following:

Signatures(s) imply acceptance of above contract terms:

\_\_\_\_\_ Guest Artist(s) Name

\_\_\_\_\_ Director(s)

**MEADOWLARK GALLERY**

\_\_\_\_\_ Date