



ARTIST - GALLERY CONTRACT

Contract between

Gibsons Public Art Gallery ("The Gallery")
431 Marine Drive
P.O. Box 1576, Gibsons
BC V0N 1V0
Tel: 604-886-0531
BC Society Act S-46542

And

Artist Name:

Address:

Postal Code:

Phone:

Email:

Concerning

The exhibition (title):

Dates:

to:

WHEREAS, the Artist has created, expended time and labour on, and does rightfully own and possess certain works of art, and desires to exhibit the same to the public; and desires to support the ongoing goals of the Gallery, and

WHEREAS the Gallery's purpose is to exhibit works of art, to promote public interest in art, and to encourage those engaged in art practices; and

WHEREAS The Gallery desires to assist this Artist under the terms of this agreement;

NOW, THEREFORE, in consideration of the forgoing premises, and conditions, mutual covenants and promises contained herein, the parties have agreed as follows:

1. DUTIES OF THE GALLERY:

- The Gallery shall provide for the display of artwork in a space which is suitable and secured by a monitored alarm system.
- The Gallery shall ensure that a volunteer docent or staff member will be in attendance at all times during regular Gallery hours.

- The number and selection of works of art to be installed in an exhibition is at the discretion of the Gallery, within the limits of its standards, available space and the commitments for any concurrent events.
- Works to be installed will be described in a Consignment List agreed to and signed by both parties.
- The Gallery will accept consignment of all works of art described in the Consignment List and exhibit such works during the Exhibition.
- The Gallery shall ensure due diligence in maintaining the Gallery and proper handling of all works of art in its possession.
- The Gallery accepts that consignment and delivery of works of art to the Gallery does not imply transfer of ownership or copyright, and will not duplicate works of art in any form without the Artist's permission except for promotional uses which may include images and text on poster, email, newspaper, website and social media.
- The Gallery maintains responsibility for and authority over the publicity and promotion of all Gallery Programs and Exhibitions.
- The Gallery will accept, on behalf of the Artist, payment of the price established by the Artist for works of art in the Exhibition which he/she has offered for Sale. The Gallery agrees to sell work on behalf of the Artist; all payments are made to the Gallery. These monies will be held in trust by the Gallery, and forwarded to the Artist at the close of the Exhibition. Upon completion of the Exhibition, the Artist will be reimbursed in full.
- At present, our volunteer public art gallery is not funded by the provincial and federal art councils. The Gallery does not take a commission of artwork sold. The Gallery kindly requests all exhibiting artists consider making a suggested donation of 30% of the amount sold to the Gallery. A charitable tax receipt will be issued to the Artist.

2. DUTIES OF THE ARTIST:

- Gallery membership is not required, but the Gallery encourages Artists to become members to support the Gallery's work.
- The artist warrants that he/she created the works of art and/or possesses unencumbered title and full copyright to any and all works consigned to the Gallery under this agreement.
- If any work of art in the Exhibition is sold during the exhibition, it shall remain in the Gallery until the close of the Exhibition.
- Title to the consigned works shall remain in the Artist's name until the Gallery has received payment in full and the work has been delivered to the Purchaser. The Purchaser shall be responsible to pick up the artwork at the Gallery. If this is not possible, the Artist will be

- responsible for delivery of the artwork to the Purchaser. Related packing and shipping costs are not covered by the Gallery.
- The Artist shall consign to the Gallery all works of art agreed upon and described in the Consignment List in a timely manner, for the upcoming Exhibition.
- The Artist shall be solely responsible for the delivery of the consigned works of art specified on the Consignment List to and from the Gallery at times and dates agreed to by both parties.
- The Artist shall be solely responsible for obtaining insurance coverage on his/her works of art against the risks of loss, theft, fire, or damage of any kind during delivery to and from, and during installation and exhibition at the Gallery.

Artist: Please initial acknowledgement regarding insurance coverage _____

- Since the Gallery is not registered for GST, and has no obligation to collect or pay GST, any Artist who is registered for GST, should adjust prices accordingly.
- Artists exhibiting at GPAG undertake to install and de-install exhibitions themselves, but the Gallery will provide assistance when requested. Installation shall be according to guidelines that are attached as Appendix 'A' to this contract. In the case of artists offered exhibitions that are to be shared with other artists, the Gallery will assign a representative of the Gallery to liaise with the participating artists.

3. DURATION and TERMINATION:

- This agreement shall commence upon the date of signing and shall continue in effect throughout the duration of the Exhibition named above and until the Artist takes delivery of his/her own works of art at the conclusion of the Exhibition. The Gallery retains the right to extend or shorten exhibitions, in extenuating circumstances.

4. EXHIBITION and PROMOTION COSTS:

- The Gallery agrees to sponsor and hold an Opening Reception of Meet the Artist event on the first Saturday of the Exhibition. However, receptions are dependent on prevailing public health advisories.
- The Exhibition and events shall be advertised and e-mail notices sent to Gallery members and distributed through local media outlets. Costs for the Exhibition and events shall be the responsibility of the Gallery, and shall include: being open to public agreed hours and publicity.
- Artists are encouraged to promote the Gallery and the Exhibition of their artwork by word of mouth, email and social media. We ask that the acknowledgement of the Gallery is present in all communications. Please contact the gallery for approval on artist-initiated promotional materials using Gallery logo and branding.



- Artists are encouraged to assist in providing refreshments for the reception. The serving of alcohol will require special arrangements.
- The Gallery will endeavour to seek sponsorship for exhibitions to defray costs. The Gallery encourages artist input regarding personal or professional connections for potential exhibition sponsorship.

5. PUBLICITY and DUPLICATION of WORKS of ART:

- Under the terms of this agreement, the Artist grants permission to the Gallery to duplicate by photograph or digital image, any work of art consigned to a Gallery exhibition for the purpose of promoting the Exhibition and/or the Gallery.
- The Artist retains Copyright. The Title of artwork and the artist's name will be published with the duplicated image whenever possible.

Artist: (initial) _____ Gallery: (initial) _____

6. WAIVER / RELEASE

- I understand that the Gallery has NO insurance coverage for loss, theft, fire or any other damage to works of art and, that beyond due diligence, will not be held responsible for any loss or damage to my works of art during the time such works are in the possession of the Gallery. It is recommended that Artists arrange insurance for their artworks.
- I fully assume responsibility for all such risks and hereby release, agree not to sue and agree to hold harmless the Gallery, the Board of Directors of the Society governing the Gallery and all members, including Committees, guest Curators, and attendants, from any liability.
- As a participant in a Gibsons Public Art Gallery exhibition, I hereby give up any and all future claims against the Gallery and acknowledge that I am giving up substantial rights by signing this Agreement.

Artist: (initial) _____ Gallery: (initial) _____

7. FORCE MAJEURE

- In the event that the gallery has to close its doors during this period as a result of public health guidelines or other reason, this contract shall be null and void during the closure period.

Artist: (initial) _____ Gallery: (initial) _____



In witness whereof, the Parties execute this agreement effective as of the date of signature by the Artist.

ARTIST

Name (please print name): _____

Signature: _____ Date: _____

GALLERY

Name (please print name): _____

Signature: _____ Date: _____

Note: A sample of the Consignment Schedule is attached and is required to be completed, signed and received by the Gallery within two weeks of the exhibition installation date

CONSIGNMENT SCHEDULE

Exhibition Title: _____ Date: _____

This consignment schedule is to be completed when the Gallery and Artist are agreed upon the works to be installed in the exhibition. Any changes must be in writing, signed by both parties and attached to this agreement. The artist shall not remove consigned works from the gallery before the close of the exhibition.

	<i>Title</i>	<i>Description (medium / dimensions)</i>	<i>Price</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

This receipt acknowledges delivery of the following works from:

(Name) _____ (Signature) _____