

Artist will be sent and required to sign the following "Art Show Agreement, Indemnity and Release of Liability" when accepted for their first Galley West Art Gallery show.

This agreement will apply also to all subsequent gallery shows the Artist enters.

**GALLEY WEST ART GALLERY**  
**204 Monument Road, Orleans, MA 02653**

## **Art Show Agreement, Indemnity and Release of Liability**

Church of the Holy Spirit d.b.a Galley West Art Gallery (hereinafter referred to as "**GWAG**" or the "**Gallery**"), and Artists are entering into this Agreement regarding the showing of Artist's work at the Gallery. The Church of the Holy Spirit is acting as Landlord, and will receive no direct financial benefit from GWAG. Artist's work will not be considered for sale without this executed Agreement with GWAG.

1. **Consideration and Purpose:** For and in consideration of an initial payment by Artist of Twenty-Five Dollars (\$25.00), and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GWAG grants permission for Artist to display accepted artwork, and Artist grants GWAG permission to use his/her name, information describing his/her work, representations of his/her work and any other information he/she has provided for the purpose of display, promotion, and publicity, now and in the future. Artist has received and understood this Agreement and the General Terms and Conditions attached as Exhibit A. Artist is not an employee or contractor of GWAG and Artist's work shall be sold by GWAG on a commission basis.
2. **Annual Fee, Sales of Art:** Artist agrees to pay Twenty-Five Dollars (\$25.00) as annual GWAG membership fee for each successive year in which Artist's work is shown. GWAG shall retain 25% of the sales price of Artist's work, and shall remit the remainder to Artist. Artist agrees to be a GWAG volunteer in some capacity during the shows when Artist's work is being shown. GWAG agrees to collect proper sales tax at the time of sale, and remit the same to the Department of Revenue. GWAG shall not withhold any taxes measured by income of the Artist. Artist shall be solely responsible for his or her own income tax.
3. **Release:** GWAG shall not be liable for any injury to Artist, their personnel, agents or employees, or for any damage or loss of Artist's work, equipment or other personal property arising out of participation in a Gallery show, or during the installation or removal of artwork and/or any other activities involved in the preparation and/or presentation of the art. Artist agrees to assume all risk of damage to or loss of his/her own art from whatever cause. Artist further agrees to release and to hold harmless GWAG its officers, directors, employees, volunteers and agents from any and all loss, liability, claim, or expense which GWAG may incur or to which they may be put, as a result of or, in connection with a Gallery show. GWAG will also be held harmless by Artist from penalties, interest or fines resulting from Artist's failure to include income from the sale of their art in their tax filing.
4. **Indemnification:** Artist shall indemnify, save and hold harmless GWAG, its officers, directors, employees, volunteers and agents and the participating exhibition venues from any and all claims, demands, causes of action and judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising due to the negligence of Artist, Artist's employees, agents or other person for whom they may be responsible, including but not limited to any representation, warranty, term or condition contained in this Agreement.

5. **Insurance:** Artist shall be solely and exclusively responsible to properly and adequately insure Artist's work and other property on the premises.
6. **Delivery, Storage:** Artist agrees to personally deliver and pack, transport and provide for the return of his/her artwork at his/her own risk and expense. Failure to pick up unsold art during designated times per the Gallery calendar will result in a payment of Ten Dollars (\$10.00) per day storage fee payable before art will be released. Any art not picked up within thirty (30) days of the agreed dates shall be considered abandoned and shall become the sole property of GWAG.
7. **Assignment:** Neither Party shall assign to transfer any of its rights or obligations under this Agreement and any attempt to do so shall be void and of no effect.
8. **Waiver and Effective Nullity:** Waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any provision by such party at any time hereafter. The nullity of any provision hereunder shall not affect the validity or enforceability of the remaining provisions hereunder of the Agreement, which shall survive.
9. **Massachusetts Law:** This Agreement shall be governed in all respects including without limitation, validity, interpretation, affect and performance, by the laws of the Commonwealth of Massachusetts and the United States of America. Any action arising out of or relating to any of the provisions of this Agreement may be brought and prosecuted only in the courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts and the parties hereto expressly consent to the jurisdiction of said courts and to service of process by express courier.
10. **Notices:** Any notice required or permitted hereunder shall be given in writing and sent postage prepaid US Mail, in which case a notice shall be deemed given five (5) days after mailing, or by prepaid express courier, such as Federal Express, in which case notice shall be given on the second day after deposit, to the parties at the following addresses, or such other address for a party as such party may designate by notices provided herein.
11. **Authority:** The person signing below represents and warrants that he or she has read the general conditions attached as Exhibit A which are incorporated herein and that he or she has full power and authority to sign and to grant the rights herein, and to incur and carry out all obligations pertaining to the Artist.

**ARTIST'S FULL NAME** (print): \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

I agree to all the provisions of this Agreement for myself (or on behalf of the above listed minor Artist, for whom I am responsible as parent or legal guardian).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

For Parent or legal guardian, if applicable: \_\_\_\_\_  
(Print Name)

## **EXHIBIT A**

### **Galley West Art Gallery Agreement**

#### **ART REQUIREMENTS**

- All art must be the artist's original work, or copies of artist's original work, and shall be for sale.
- Two-dimensional art may not exceed 40" in height or length, including frame.
- Three-dimensional art should be no larger than 2'x2'x2'.
- Framed and unframed paintings are dry, ready to hang, with braided/twisted wire secured to back for hanging. NO SAW TOOTH HANGERS.
- For Plexiglas mounted art or work on metal, two secure picture hangers with wire attached to back frame are required.
- Unframed work is matted and packed in clear cellophane sleeves.
- Greeting cards are packaged in clear cellophane sleeves.
- Special display requirements for textile and sculpture art will be the artist's responsibility and approved by the gallery.
- Jewelry displays will be provided by artist and approved by the gallery.
- Due to space limitations, some "Furniture Art" may not be a viable art form for the gallery.
- Each artwork shall be marked for sale at a price provided by the Artist.

#### **ARTIST'S RESPONSIBILITIES**

Refer to Gallery's website: [CALENDAR FOR ARTIST'S & CURATORS](#), [ARTIST ENTRY FORM](#), and [ART SHOW AGREEMENT, INDEMNITY and RELEASE OF LIABILITY](#)

- Before their work is sold in the gallery, Artist will sign the [ART SHOW AGREEMENT, INDEMNITY and RELEASE OF LIABILITY](#). It is Artist's choice and responsibility to arrange for proper insurance coverage for their work.
- Artist permits GWAG to use photographs, artist's name, likeness, and/or bio/tagline in gallery communication and advertising material for promotional purposes.
- Artist will pay a \$25 annual membership fee, due on the date of the first show each year for which their work has been accepted; (Year one is October 2021 thru December 2022, calendar year thereafter.)
- When accepted for a show, the Artist will be sent an inventory form to list each item for sale including Artist Name, Price, and Medium. This form will accompany the show art for sale when hand delivered to GWAG during the published "Receiving Art Dates."
- When show ends, failure to pick up unsold art during designated times per the gallery calendar will result in a payment of a \$10 per day storage fee, payable before unsold art is released. Any art not picked up within 30 days of the designated dates will become the property of GWAG and Artist will receive no future benefits from its sale.
- Artist will volunteer in the gallery at a minimum during shows when their art is on sale. Refer to volunteer opportunities under the [SUPPORT](#) tab. Schedules will be mutually set.
- Artist is responsible for "special sales packaging" for art, if necessary.
- Artist is responsible for reporting their income for tax purposes.

## **GALLERY RESPONSIBILITIES**

- Gallery will handle all sales and MA Sales Tax calculation, reporting and payment.
- Gallery will retain 25% of the sale price of Artist's work.
- Gallery will arrange and pay for advertising and social media and other costs, such as standard sale supplies, bags and wrapping paper, credit card and bookkeeping fees, general operating expenses.
- Funds available at year-end will be given back to the community through gallery sponsored art programs, scholarships, or charitable donations.
- Gallery will pay artist their share of sales by end of the month following the end date of the show. Artists with annual payments of at least \$600 (75% of \$800 sales) will receive a 1099-NEC. GWAG will be held harmless from penalties or fines from Artist's failure to include this income in their tax filing.
- Gallery will set annual show themes and schedules as well as "Call for Art" notices.
- Gallery curators will select artists and work for a show based on the artist's submitted [ARTIST ENTRY FORM](#). Art will be judged on craftsmanship, finished details and appropriateness to show theme. Gallery will notify artists if they are selected for a show, or not, on the dates listed in the [CALENDAR FOR CURATORS AND ARTISTS](#) on the gallery website.
- Gallery reserves the right to refuse any work on the grounds of poor condition, oversize, unsuitability, damaged frame, etc., or the subject does not comply with the show theme.
- The number of artist's items for sale will depend on available gallery space during the show; additional work for sale may be requested.
- The gallery will not be responsible for damage or theft of art. Artists must agree to and sign the [ART SHOW AGREEMENT, INDEMNITY and RELEASE OF LIABILITY](#) before their art will be received and sold in the gallery.