

# Professional Guidelines

## EXHIBITION CONTRACT

*(for non-commercial exhibitions)*

### INTRODUCTION

Artists are presented throughout their careers with a wide variety of exhibition opportunities. While many exhibition opportunities have as their primary focus the sale of consigned work, this document addresses the issues involved with exhibitions whose main intent is **not** the sale of work but rather the showcasing of artwork for primarily non-commercial purposes to educate, inform or entertain the public.

Typical non-commercial exhibition sponsors are distinct from retail/commercial galleries and may include guilds, artist organizations, non-profits and alternative exhibition venues. (Established museums will usually have their own exhibition contract, although this document may still offer some insights.) The **Professional Guidelines Exhibition Contract** (for non-commercial exhibitions) is designed to offer artists and non-profit Exhibition Sponsors the means to clearly define each party's responsibilities and to foster open communication. (In situations where work will be exhibited by a retail/commercial gallery, refer to the **Consignment Contract** in the **Professional Guidelines**.)

Retail sales in this type of exhibition environment are usually a low priority. The Exhibition Sponsor is not expecting to represent the artist over an extended period of time in the same way as a gallery. Instead, the Exhibition Sponsor borrows work from artists (or a collector) for a limited period of time, focusing on work that contributes to the theme or premise of the show. Prices are not usually posted on the wall, although a price list may be available at the desk or upon request. (The viewing audience may not even realize that the work might be for sale). In many cases, if a potential Collector is interested in the work, they are told to contact either the artist or the artist's gallery representative directly to pursue a purchase.

Exhibitions curated without regard for the saleability of the work as a primary goal may offer the artist an opportunity to show experimental work or work that is not viable in more conventional venues. These exhibitions often include work that is aesthetically challenging, provocative in content or concept, or made by artists not often seen in commercial galleries. These exhibitions can be important opportunities to expand the audience for artwork and to educate the viewers.

Although sales are not considered a priority, the artist should value these exhibitions as important promotional opportunities. Ideally, such exhibitions produce quality documentation of the artwork, professional reviews and provide broad exposure to the community.

Artists and crafts persons should consider all exhibitions as opportunities to gain exposure for their work and should always conduct themselves in a professional manner. Toward this end, a thorough and well-worded contract is the most important method for an artist or exhibition organizer to delineate responsibility and to ensure the safety of the work. The many facets involved in arranging a well-organized exhibition are complicated enough. A little effort at the

beginning can avoid misunderstandings that might occur if artists and the Exhibition Sponsor have not communicated adequately about their respective expectations and the terms of their relationship.

This is exactly where a contract between the artist and the Exhibition Sponsor can be most helpful. The best professional relationships are based on trust and good communication. To minimize and hopefully avoid possible conflicts, the rights, expectations and obligations of both the artist and the Exhibition Sponsor should be clearly defined in a written contract. Do not rely on assumptions and the memories of verbal conversations. A good contract, such as this **Professional Guidelines Exhibition Contract**, can foster a standard of professionalism that is fair to both parties.

It is in the interest of both parties to discuss all the issues presented here. Both the sponsor and the artist can use a contract as a checklist or as a guideline for discussion. Even if the Exhibition Sponsor has their own contract, the **Professional Guidelines Exhibition Contract** (see attached contract below) can be used as a standard against which important issues can be contrasted and compared. If the contractual relationship between the sponsor and the artist involves specific arrangements that require additions or deletions, both parties should initial the edits (or changes) to the contract. In addition, amendments that arise after the original contract has been signed should also be put in writing and signed by both parties.

This contract and any other that you use should be pursued in the spirit of professional cooperation to clarify specific issues and communicate mutual understandings about the relationship.

### **PHOTOGRAPHIC MATERIALS.**

All photographic materials should be labeled with the Artist's name, date of the Artwork, a brief description of materials, and a Photo Credit for the photographer. Read the Professional Guidelines document Guide to Professional Quality Images as your guide.

### **SHIPPING**

Make sure to clearly state your preferred shipping method (shipper) in the contract and in related correspondence.

### **TRAVELING SHOWS**

When the artwork is traveling as an entire show from one exhibition location to another exhibition location (without returning to the artist' studio or home), this type of exhibition is referred to as a "traveling show." The contractual issues for all venues should be covered under one contract that covers every situation from when the artwork leaves the artist's studio until it is returned to the artist's studio, regardless of the number of venues.

If an Exhibition Sponsor requests the Artist to negotiate separate contracts with each exhibition venue, it is worth evaluating whether the exhibition proposal is worthy. Negotiating a separate contract with each venue is impractical and ill advised for both the Artist and the Exhibition Sponsor. This issue is especially relevant when the Artwork is already in the Exhibition Sponsor's possession. It could put the Artwork in jeopardy or some kind of insurance "limbo." At the very least, the lack of a comprehensive contract may signify a less than professional approach or inexperience on the part of the Exhibition Sponsor.

In addition, if the work in the exhibition is small enough for all Artwork to be shipped as a group, it should be crated and sent together, not shipped individually, which reduces the possibility for an individual box to become lost or damaged. Big, heavy pieces are often crated separately and then shipped as a group.

Use the **Condition Report** in the **Professional Guidelines** to document the condition of the art or craft at every venue.

## **CONDITION REPORT**

Artists should fill out the Condition Report before shipping their work. When cleaning and checking the work before packing, take a few minutes to fill out the Condition Report form *in detail* noting any wear, blemishes, scratches, fading, tears, cracks. (See **Condition Report** in the Professional Guidelines.)

Photographs of the front and back can serve as the best reference to show if any condition problems may or may not exist along with the written description. This effort to document the condition of the artwork is a simple and effective professional procedure that offers greater assurance that the work will be returned in its original condition. If there is damage to the work during the exhibition or shipping, a completed **Condition Report** with accompanying photographs will make a claim for damaged work much easier for the insurance carrier to accept. (See **Claims for Damaged Work** in the **Professional Guidelines**.)

The Artist should provide a complete list of information about each object such as materials (be exact), fabrication methods, techniques and process, date of fabrication, etc. The sponsor can use as much information as they want for their labels or exhibition materials, but at least the artist will have provided complete information. For example, the term “mixed media” is not appropriate for the **Condition Report**, but may be appropriate for the wall label in the exhibition.

Keep one copy of the **Condition Report** for your records. Enclose a separate copy of the **Condition Report** with the work at the top of your box so it cannot be missed when the shipping container is opened.

## **Adapting the EXHIBITION CONTRACT**

This contract is designed to offer several alternatives – listed as “OPTIONS”-- that can be applied to specific (and varying) exhibition situations. When adapting this **Exhibition Contract** to each exhibition, you should delete all of the Options except the one alternative that applies to the particular exhibition. This will shorten the contract and reduce any possibility that the multiple options may cause confusion.

**Usually the Exhibition Sponsor sends two signed copies to the artist. Artist should sign and date both copies. Artist keeps one copy and returns one signed copy to the Exhibition Sponsor.**

## **OVERVIEW**

Immediately following the Exhibition Contract (below) you will find an Overview or explanation of the Contract in layman’s terms.

# EXHIBITION CONTRACT

(for non-commercial exhibitions)

This agreement is between \_\_\_\_\_ (the "Exhibition Sponsor") and  
\_\_\_\_\_ (the "Artist") for the exhibition titled  
\_\_\_\_\_ (the "Exhibition").

Whereas the Artist has created and owns the artwork(s) (the "Artwork") listed in the attached List of Artwork and desires to exhibit the same; and whereas the Exhibition Sponsor desires to exhibit the Artwork in the Exhibition; the parties agree as follows:

## I GENERAL INFORMATION

*(Repeat information 1.A. to 1.E. for each venue if this is a traveling show.)*

**A Exhibition Sponsor:**

**B Exhibition Location:**

**C Exhibition Title:**

**D Exhibition Dates**

**Work received date:**

Opening date:

Closing date:

Exhibition Dates shall not be modified without prior written agreement of the Artist.

**E Exhibition Sponsor Liaison or Representative:**

Name

\_\_\_\_\_ title \_\_\_\_\_

Email: \_\_\_\_\_ phone: \_\_\_\_\_

\_\_\_\_\_

**F Artist:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Artist address:**

**City:**

**State**

**ZIP**

**Email:**

**Web Site:**

**G Artwork to be exhibited by the Artist** is itemized in the List of Artwork attached. All Artwork shall be marked with the Artist's name and numbered with a number corresponding to the itemized List of Artwork. A condition report for each item will be included in the shipping container. All wall mounted work, paintings and prints must be framed, wired or matted ready for installation. Objects, sculpture and jewelry must be ready for installation. Any special mounts or installation instructions should be put in writing and sent in advance to the Exhibition Sponsor. *It is the responsibility of the Artist to provide specific display materials, including illustrations, directions or pictures of the specific installation instructions.*

**H The Exhibition Sponsor shall insure the Artwork** for its full wholesale price  retail price  as the insurance value listed on the List of Artwork

**I** The Artwork cannot be substituted or withdrawn from the Exhibition within two months of the opening date of the Exhibition. Work cannot be withdrawn from the Exhibition until the close of the Exhibition without the approval of the Exhibition Sponsor and the Artist.

## **II SHIPPING**

**A Delivery of Artwork:** Artwork will be delivered or shipped to the Exhibition as follows:

Receiving address \_\_\_\_\_  
of Exhibition Sponsor \_\_\_\_\_ via (shipping agent) (example  
USPS) \_\_\_\_\_  
to arrive between (dates) \_\_\_\_\_ and \_\_\_\_\_ before the  
Exhibition.

**B Shipping crates, boxes, and packing materials are the responsibility of the Artist.**

The shipping container, boxes and packing materials should be designed so that it can be reused for return shipping.

**The Exhibition Sponsor is responsible for storing the original shipping crates, boxes, and materials for repacking the Artwork.**

**If the Artist or Exhibition Sponsor has special packing and shipping requirements,** these should be communicated in writing sufficiently in advance.

**C Packing and shipping charges, shipping insurance costs,** other handling expenses, and risk of loss or damage incurred in the delivery and return of the Artwork (*Select Option 1, 2, or 3*):

### **Option 1**

- a. From the Artist to the Exhibition Sponsor shall be borne by the Artist
- b. From the Exhibition Sponsor to the Artist shall be borne by the Exhibition Sponsor.
- c. From the Exhibition Sponsor to any point other than the Artist shall be borne by the Exhibition Sponsor.

### **Option 2**

The Exhibition Sponsor will cover up to (dollar amount) \_\_\_\_\_ towards the cost of shipping:

- a. From the Artist to Exhibition Sponsor shall be borne by the Exhibition Sponsor
- b. From the Exhibition Sponsor to the Artist shall be borne by the Exhibition Sponsor.
- c. From the Exhibition Sponsor to any point other than the Artist shall be borne by the Exhibition Sponsor.

### **Option 3**

The Exhibition Sponsor will cover all expenses for the cost of shipping "wall-to-wall":

- a. From the Artist to Exhibition Sponsor shall be borne by the Exhibition Sponsor
- b. From the Exhibition Sponsor to the Artist shall be borne by the Exhibition Sponsor.
- c. From the Exhibition Sponsor to any point other than the Artist shall be borne by the Exhibition Sponsor.

**D Return of Artwork** At the conclusion of the Exhibition, Artwork will be repacked in the original packing materials and shipped no later than (date)\_\_\_\_\_ to the Artist address specified in Section 1,F. above. If the Artist wants the Artwork to be shipped to any other location, then the Artist must provide the alternate address in writing to the Exhibition Sponsor before the closing date of the Exhibition and obtain the Exhibition Sponsor's written confirmation that they have modified the return shipment address in their records.

**If the Artwork is to be shipped to a third party** (such as a buyer), then the third party's designated address must be confirmed in writing with the Artist and the Exhibition Sponsor prior to the closing of the Exhibition.

**If shipment of the Artwork to the Artist's address (or an alternate address if agreed to by both the Artist and the Exhibition Sponsor) fails to be delivered** despite all reasonable efforts by the Exhibition Sponsor, and no alternate address or instructions are provided by the Artist, then the Exhibition Sponsor will place the Artwork in storage at the Artist's risk and expense. If the Artist does not provide alternate instructions to the Exhibition Sponsor within one year after the Artwork is placed in storage, then the Exhibition Sponsor may dispose of the Artwork in any manner at their sole discretion including sale of the Artwork, and all proceeds, if any, shall be retained by the Exhibition Sponsor.

**III CONDITION REPORT** A copy of the Conditions Report(s) attached and filled out by the Artist will accompany the Artwork when shipped from the Artist to the Exhibition. Exhibition Sponsor agrees to make an entry on the Condition Report for each Artwork upon arrival to and at the close of the Exhibition before the work is either returned or shipped to the next destination. If this is a traveling exhibition each Exhibition Sponsor will check the Condition Report and note any changes as needed.

If, at any time, the condition of the Artwork differs from the condition reported by the Artist on the Condition Report, the Exhibition Sponsor will document the current condition of the Artwork and will notify the Artist of the change in condition immediately.

**IV INSURANCE** The Exhibition Sponsor shall insure the Artwork for the full (check one) wholesale price  retail price  itemized on the List of Artwork that is agreed to by the Artist and the Exhibition Sponsor. (*Select Option 1, or Option 2*)

**Option 1**

"Wall-to-wall," from the time that the Artwork leaves the Artist, during shipment to the Exhibition, during the Exhibition, and until the Artwork is returned to the Artist (or alternate address agreed to by both the Artist and the Exhibition Sponsor).

**Option 2**

From the time that the Artwork arrives at the Exhibition and until the Artwork is returned to the Artist (or alternate address agreed to by both the Artist and the Exhibition Sponsor).

**The Artist certifies that the Artwork is in such condition as to withstand the ordinary stress and strains of packing, transportation, and display.** The Artist shall be responsible for all repairs to Artwork necessitated by Artist's faulty workmanship.

**Any loss or damage that occurs on the Exhibition premises will be reported within one week** of the occurrence to the Artist. A written description of the loss or damage, with photographs and a statement of how it occurred must be sent by the Exhibition Sponsor to the Artist by mail.

**Artist should have control over any repairs.** No alteration, repair or restoration of the Artwork may be undertaken without written authorization from the Artist. If restoration is suggested by the Exhibition Sponsor, the Artist shall have veto power over selection of the restorer or may choose to repair the work themselves. The Exhibition Sponsor shall be fully responsible for compensating the Artist at a reasonable hourly shop rate and for related materials and expenses. In the event of loss or damage that cannot be restored, the Exhibition Sponsor shall pay to Artist the same amount as if the Artwork had been sold at the (check one) wholesale  retail  price itemized on the List of Artwork (attached). In case of loss, the Artist will furnish proof of previous sales of similar works to document the value placed on the Artwork in the Exhibition.

In the event that an insurance claim is filed, the Exhibition Sponsor shall pay all deductibles.

When the Artwork is returned to the Artist, a copy of the Condition Report will be included in the shipping box. Upon delivery to the Artist, the Artist shall sign the **LOAN RETURN** section (at the bottom of the Condition Report) and mail it to the Exhibition Sponsor within thirty (30) days; otherwise the Exhibition Sponsor will consider that the condition of the Artwork is acceptable to the Artist and that the Artist has no claims for loss or damage.

## V PHOTOGRAPHY

### Option 1

Photographic materials supplied by the Artist for the Exhibition may be digital images on disk in either JPG  or TIFF format  . *(check all that apply)*

### Option 2

All images must be digital and at 300dpi.

All images should be TIFF format and send on a CD by regular mail unless directions are included for uploading directly to the Exhibition Sponsor or a publication.

The image size should be 5" x 8" unless larger images are requested from the Exhibition Sponsor.

**Photographic Materials should be labeled** in the following manner regardless of media.

Artists Name      Title of Artwork    ©    Date Year Completed

Medium

Dimensions: height x width x depth

### Advance Publicity

The Artist shall provide at least **one** professional quality photographic image:

Check one:      **one year**     **six months**     **four months**     **three months**

for advance publicity AND/OR in advance of the Exhibition opening date for the catalog  .

The Artist shall provide professional quality images (check all that apply) of each Artwork in the Exhibition two weeks before the Exhibition opening.

Digital images on disk as JPG files     TIFF files     OR    both JPG & TIFF

The **Exhibition Sponsor may photograph** work in the Exhibition for the catalog, education, publicity or display purposes or to report damage or other such findings to the Artist immediately.

**CATALOG (if applicable):** Exhibition Sponsor requires professional quality photographs of the Artwork to be included in the catalog to arrive by \_\_\_\_\_ ( fill in a date ) \_\_\_\_\_. Failure to arrive by this date relieves any obligation of the Exhibition Sponsor to include images of the Artwork in the catalog or any other material.

Visitors will be prohibited from photographing the Artwork while on exhibit at the Exhibition.

**VI REPRODUCTION** The Artist reserves all copyrights to the reproduction of the Artwork except as agreed to in writing. The Exhibition Sponsor may arrange to have the Artwork photographed to publicize and promote the Artwork through means to be agreed by both parties. In every such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

**VII PROMOTION** The Exhibition Sponsor shall use its best efforts to promote and display the Artwork in an appropriate and professional manner. The Exhibition Sponsor shall clearly identify the Artist's name with all Artwork and shall include the Artist's name on all publicity images and text for any Artwork exhibited.

**Announcements** The Exhibition Sponsor will send \_\_\_\_\_ (number) \_\_\_\_\_ exhibition announcements to the Artist (*Select from the following three options*):

**Option 1**

The Artists will be allowed to send \_\_\_\_\_ (number) pre-printed address labels (in zip code order) from their mailing list to be mailed by the Exhibition Sponsor at the Exhibition Sponsor's expense. Labels must arrive by (date)\_\_\_\_\_.

**Option 2**

The Artists will receive \_\_\_\_\_ (number) additional announcements to mail or distribute at their discretion.

**Option 3**

The Artist would like to purchase \_\_\_\_\_ (number) additional announcements.

**Publicity** The Exhibition Sponsor will publicize the event in the following manner:

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If the Artist would like a press release sent to local newspapers or magazines the Artist will provide to the Exhibition Sponsor a contact name, address and email address four months prior to the Exhibition opening.

Artist will provide photographic materials as stated above in **Section V. PHOTOGRAPHY. Ninety (90) days prior to the opening of the Exhibition** Artist will provide a digital  and/or printed copy  of the following materials:

- One page resume
- One paragraph biography
- Description of the Artist's work to be included in the Exhibition
- Images of at least one work planned for the Exhibition

In addition, any previous articles or publicity about the Artwork or similar artwork would be helpful to the Exhibition Sponsor in developing press materials for the media and for potential collectors.

**30 days prior to the opening of the Exhibition** or earlier, Artist will provide information for labeling each Artwork to be included in the Exhibition including Artist's name, Title of Artwork, © Year, Medium, Dimensions: height x width x depth and any description or explanation to be included on the label.

### VIII DISPLAY

Artwork will be displayed in a secure environment.

Staff will monitor the exhibition space at all times.

All visitors will be prohibited from touching the Artwork.

Food, smoking or open flame are not permitted in the galleries/areas that contain the Artwork.

No photography will be allowed by visitors of the Exhibition.

#### **CHECK BOXES BELOW for specific exhibition display requirements:**

Artwork will be displayed inside in a climate-controlled environment.

Artwork will not be exposed to sunlight or strong light.

Artwork will be displayed under a plastic vitrine or glass case.

Artist is required to furnish display fixture(s) if the Artwork has any special display requirement for the exhibition.

Artwork needs electrical outlet.

Artist is responsible for furnishing instructions for unpacking and repacking.

Artist is responsible for furnishing instructions for assembly of Artwork.

Artist is responsible for furnishing instructions for display.

**IX SALE OF ARTWORK** A price list will be (*check one*) available  will not be available  during the Exhibition. All proceeds and responsibilities for payment will be one of the following options:

*(Select from either Option 1, 2, 3, or 4 listed below)*

#### **Option 1.**

The Exhibition Sponsor will not handle the sale of any Artwork. The Exhibition Sponsor expects no commission and is not responsible for collecting any payments from the buyer, purchaser or collector (hereinafter, the "Collector") . All inquires concerning purchase will be directed to the Artist by the Exhibition Sponsor. The Exhibition Sponsor may furnish the following information to potential buyers/collectors:

Please check any of the following as an appropriate method for contacting the Artist:

The Artist's telephone number: \_\_\_\_\_

The Artist's e-mail address: \_\_\_\_\_

The Artist's complete address: \_\_\_\_\_

The Artist's web site: \_\_\_\_\_

#### **Option 2.**

The Exhibition Sponsor is not responsible for handling sales of any Artwork. The Exhibition Sponsor expects no commission. All inquiries concerning purchase will be directed to the Artist's gallery.

The Exhibition Sponsor is requested to furnish the following to potential Collectors: Please check any or all of the following as an appropriate method for contacting the gallery:

- The gallery's telephone number: \_\_\_\_\_
- The gallery's e-mail address: \_\_\_\_\_
- The gallery's complete address: \_\_\_\_\_
- The gallery's web site: \_\_\_\_\_

**Option 3.**

The Exhibition Sponsor shall sell the Artworks only at the retail price specified on the List of Artwork attached as part of this Exhibition Contract. The Exhibition Sponsor and the Artist agree that the Exhibition Sponsor's commission is to be \_\_\_\_\_ percent of the retail price of the Artwork.

The Exhibition Sponsor agrees to pay the Artist within thirty (30) days of sale.

**Option 4.**

The Exhibition Sponsor shall sell the Artwork only at the retail price specified on the List of Artwork attached as part of this Exhibition Contract. Since the Exhibition Sponsor's Exhibition is within the exclusive territory of the Artist's gallery by prior contract, the Exhibition Sponsor's commission is to be \_\_\_\_\_ percent of the retail price of the Artwork and the Artist's gallery shall receive \_\_\_\_\_ percent of the retail price of the Artwork.

The Exhibition Sponsor agrees to pay the Artist and the gallery within thirty (30) days of sale.

**Provenance for one-of-a-kind Artwork.** For one-of-a-kind Artwork with a retail price of \$500 or more, the Exhibition Sponsor will furnish the name, complete mailing address, and telephone number of the Collector who purchases the Artwork. This is to allow Artist to establish the provenance of their work, by keeping up to date records of exhibition and acquisition. (See INVENTORY RECORDS: Documentation and Provenance in the Professional Guidelines.

**Discounts** No discounts will be offered for the sale of Artwork.

**Deposits** If a Collector wants to buy the Artwork prior to the close of the Exhibition (or end of the traveling Exhibition), a non-refundable deposit of 30% will hold the Artwork until the Exhibition closes. The deposit (or a percentage of the deposit if mutually agreeable) shall be sent to the Artist promptly. At the close of the Exhibition, the Artwork will be held for the Collector until full payment is received by the Artist, Exhibition Sponsor or Gallery (depending on the agreed upon arrangements).

**X COPYRIGHT** The Exhibition Sponsor shall take all reasonable steps to assure that the Artist's copyright for Artwork is protected.

**XI SECURITY INTEREST** Title to and security interest in any Artwork in the Exhibition or proceeds of sale under this agreement are reserved to the Artist. Artist has a secured interest in the Artwork senior to any other claims on the Exhibition Sponsor. The Artwork shall not be encumbered nor subject to claims by the Exhibition Sponsor's creditors. The Exhibition Sponsor acknowledges that it has no right to and shall not pledge or encumber

any Artworks in its possession nor incur any charge or obligation for which the Artist may be liable.

**XII TERM OF CONTRACT** The term of this contract is from month,        day,        year to month ,        day,        year . The Artist will not ask for return of the Artwork prior to the Exhibition closing date unless the Exhibition Sponsor breaches this contract (in which case Artist shall mail a termination notice to the Exhibition Sponsor). Within thirty days after delivery of the termination notice, all amounts due to either party shall be settled and all Artwork shall be returned to the Artist at the Exhibition Sponsor's expense.

This contract shall expire ninety (90) days after the return delivery of the Artwork to the Artist. However, any claims against the Exhibition Sponsor for restoration or repairs shall survive until cured and any claims against the Artist for sales commissions shall survive until settled.

**Option**

Sales of Artwork included in the Exhibition and sold within three months after the closing date of the Exhibition (or the final location in a traveling Exhibition) shall be considered subject to this contract if the Collector found out about the Artwork through the Exhibition or publicity efforts of the Exhibition Sponsor. In this circumstance the Exhibition Sponsor shall receive a commission equal to the commission that the Exhibition Sponsor would have received during the Exhibition.

**XIII MISCELLANEOUS** All modifications, deletions or additions to this agreement must be in writing and signed by both parties and attached to this document. This agreement constitutes the entire agreement between the parties hereto.

**XIV GOVERNING LAW** This agreement shall be governed by and in accordance with the laws of the State of \_\_\_[site of exhibition]\_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties agree as of the date below.

ARTIST

Signature \_\_\_\_\_

Artist: Name \_\_\_\_\_ (print)

Company Name (if any): \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

EXHIBITION SPONSOR

Signature \_\_\_\_\_

Title \_\_\_\_\_

Exhibition Sponsor: \_\_\_\_\_ (print)

Date \_\_\_\_\_

**List of Artwork for the Exhibition** \_\_\_\_\_ title of the exhibition \_\_\_\_\_

Artist Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Website \_\_\_\_\_

**Item number:** (start with #1 if you are sending more than one artwork to the exhibition.)

<b>Title:</b> _____		<b>Year:</b> _____
<b>Insurance Value:</b>	<b>Retail Price:</b>	
	<b>Wholesale Price:</b>	
<b>Materials:</b>		
<b>Dimensions</b> (ht x w x d):		
<b>Display dimensions</b> (ht x w x d): Dimensions of sculpture with base or display that is an essential component for proper or correct display.		
<b>Piece Number:</b>	<b>Edition Number:</b>	
<b>Credit line for exhibition label:</b> Exact form of the Artist name or credit to appear for catalog, exhibition labels and publicity. <i>(Check one.)</i>		
<input type="checkbox"/> Courtesy of the Artist		
<input type="checkbox"/> Courtesy of _____ Gallery		
<input type="checkbox"/> Represented by _____ Gallery		
<b>Statement:</b>		
<b>Photographic images are available in the following formats.</b> JPG <input type="checkbox"/> TIFF <input type="checkbox"/>		
<b>Photo Credit:</b>		
<b>Preferred Return Shipping Method:</b>		
Duplicate the information in this box for each piece in the exhibition.		

Artist should list both the wholesale and retail price for the convenience of the Exhibition Sponsor for insurance purposes and to avoid any misunderstandings.

# OVERVIEW

## Overview of the Professional Guidelines EXHIBITION CONTRACT

(for non-commercial exhibitions)

**I GENERAL INFORMATION** Some exhibitions sponsored by non-profit organizations, alternative art spaces and museums may seek to promote unusual, entertaining or provocative artwork for their particular audience. Such exhibitions may not be focused on sales and usually do not have any intention to represent the Artist beyond the specific exhibition

The Artist's motivation to participate in these exhibitions may be to gain exposure for their work, to show support of the sponsor, or possibly to develop a working relationship with the Exhibition Sponsor and staff. Regardless of the motivation, the Artist should expect insurance to be provided by the Exhibition Sponsor. It would be very risky to participate in **any** exhibition without insurance.

**II SHIPPING** Shipping is a very complex issue, unfortunately, with no established protocols. Situations vary and a lot of problems for both the Exhibition Sponsor and the Artist may arise regarding shipping issues. Who pays for shipping (and the insurance during shipping) depends more on the budget and expectations of the Exhibition Sponsor and often just how much the Artist wants to be in the Exhibition. As in many other situations, everything is negotiable.

Generally, more established institutions or museums will cover shipping in both directions. Their insurance will ideally cover Artwork during shipping or "wall-to wall" or "door to door," so they don't buy additional shipping insurance with the shipping company or agent. (The term "wall-to wall" is *insurance speak* meaning that the Artwork is covered from the wall of the studio to the wall of the museum. "Door to door" means essentially the same thing except it is the door of the Artist's studio to the door of the museum. )

Considering that non-profit and museum venues will probably not sell the work, the Artist may consider a negotiation to cover shipping as a deciding factor whether to be in the Exhibition or not and/or as an indicator as to how much the Exhibition Sponsor wants the artist's work in the exhibition. If the Sponsor will not pay for shipping in both directions, the Artist can request that the Sponsor cover the return shipping as a compromise. This is, in fact, a common scenario: the Artist pays shipping and insurance to the exhibition, and the Exhibition Sponsor then pays the return shipping including insurance costs.

### **A Delivery of Artwork**

If the Artist or Exhibition Sponsor has a preferred shipper, this should be added to the contract under Section **A. Delivery of Artwork**.

Another option is that the Exhibition Sponsor may try to honor the preferred shipping method or pay up to a specified amount for shipping including insurance.

Discuss with the Exhibition Sponsor which shipper they will use to return the work. Museum registrars who handle shipping will most likely be very experienced and have a preference for a specific art shipper. Carefully research the handling, and insurance

before shipping your work with any shipping company or agent. Are the boxes carefully handled or thrown around? Does their insurance have a limit? Do they insure one-of-a-kind artwork or jewelry? Will the insurance cover the retail value, wholesale value or simply the value of materials?

Usually insurance is for the wholesale value of the work. Generally, the Artist can substantiate that they get the wholesale value when they sell their Artwork. (Keep a copy of checks for other sold artwork to prove that you were paid the wholesale price in case you ever need to make a CLAIM FOR DAMAGED WORK.) If the Artist could prove that they are regularly paid the full retail value of the work, then that could help support the insured value at full retail.

**B Shipping crates, boxes, and packing materials are the responsibility of the Artist.**

Artists should pack their work in a professional manner. The packing materials should be reusable and sturdy. (No newspaper, duct tape or plastic tape should be used as part of the packing materials. Wrapping your work with tape means exhibition staff must cut through or pull apart the tape and padding, risking damage to your work.)

- 1 Pack your work in an inner shipping box
- 2 Surround the inner shipping box with peanuts or other high quality packing materials in an outer shipping box.
- 3 Packing, unpacking and display assembly instructions should be glued to the outside of the inner shipping box.
- 4 Place a copy of the same information at the top of the box so the copy will be visible when the box is opened.
- 5 Artists should include a pair of disposable latex or vinyl gloves at the top of the box so that it is obvious that you expect anyone handling your Artwork to wear gloves.
- 6 This extra care and attention to your shipping box and instructions immediately indicates to the Exhibition Sponsor that you expect your Artwork to be handled in a careful, respectful and professional manner.
- 7 If you are using a specific third party shipping agent, such as Parcel Pro or USPS, follow their particular shipping instructions to the letter.

**C Packing and shipping charges, shipping insurance costs.** All the original packing and shipping materials should be designed to be reusable for return shipping.

**D Return of Artwork** Prior to shipping, it is a good idea for Exhibition Sponsors to confirm that the Artist is in town and available to receive the return of the Artwork from the Exhibition. In addition, depending on the value of the Artwork, a signature upon delivery is preferred to just dropping the Artwork at the door.

**III CONDITION REPORTS** Filling out a Condition Report takes a little extra time but is a necessary investment. It is a step in making sure that your work is handled in a professional manner by all parties involved. It is also effective documentation for the condition of your work before it leaves each location starting at your studio, when it arrives at the exhibition location and before it is packed to be shipped at every exhibition venue and finally returning to the Artist's studio or to the Collector who purchased it.

**IV INSURANCE DURING THE EXHIBITION** Insurance for the full (check one) wholesale  retail  should be paid for or provided by the Exhibition Sponsor. The Exhibition Sponsor is responsible for the insurance deductible on their policy. Artist should have control over any

repairs, as necessary, deciding if they would prefer to repair the Artwork themselves (financially compensated at an hourly rate) or have the museum staff or conservator repair the Artwork. (For more information, in case of loss or damage, see the **Artist Checklist: Claims for Damaged Work** in the Professional Guidelines.) A recommended hourly rate is the shop rate in your studio that covers your overhead and labor. A suggested hourly rate is \$65.00 to \$95.00 per hour.

It is preferable that the insurance carrier or the Exhibition Sponsor who has paid the claim for damaged work will not own the damaged work as a result of their settling of the Claim for Damaged Work. (This last issue may be in conflict with the contract that the Exhibition Sponsor may have with its insurance carrier.) The primary issue for the Artist is the potential that their work may be sold, or resold, in a broken, damaged or otherwise compromised condition. The appearance of compromised work at, perhaps, a discounted price on the secondary market can adversely affect the value and marketability of an Artist's other work. There are stories about artists destroying the work before handing it over to the insurance agent. Consider making a claim just for the repairs to restore the work to avoid this problem.

- V PHOTOGRAPHY** Artists should supply professional quality photographic images far in advance of the Exhibition opening. Ask the Exhibition Sponsor for their preferred digital format (usually jpg or tiff). Large digital files should be sent on CD by regular mail with 300 dpi. Sending large digital files over the Internet via email is not recommended. Artists and Exhibition Sponsors should make every effort to maintain the quality of images in a digital age. If you send small digital files by email for a preview, during discussion or planning of the show, make sure the staff knows that higher resolution and larger images for printing and publicity are available.

It is the Artist's responsibility to indicate the "TOP" of the image before it leaves the Artist's studio. Format each digital image in an upright position so that the image always opens with the "TOP" up.

The Exhibition Sponsor and publications should make every effort to credit the Artist and the photographer with proper photo credit in all ads and related publicity.

- VI REPRODUCTION** Photographic reproduction of your work should give credit to the Artist and photo credit to the photographer. Generally, the Artist and even the Exhibition Sponsor don't have complete control over the photographic reproduction in newspapers, and magazines. On the other hand, the Artist and Exhibition Sponsors can be more effective advocates for professional acknowledgement by making sure that every image has the name of the Artist and the photo credit for the photographer. There is no exception to this.

In addition, all announcements, postcards, publicity and web sites should have proper acknowledgement for the Artist and photo credit. Creative graphics are no justification for lack of proper attribution.

- VII PROMOTION** Marketing, promotion and publicity, including advertising expenses, are the responsibility of the Exhibition Sponsor. It is the consensus opinion of the Professional Guidelines that the Artist should not be expected to pay for publicity.

Artists can improve the effectiveness of the marketing, promotion, and publicity of an exhibition – and the visibility of their work, even in a large show with many artists. First, the Artist should send photographic images to the Exhibition Sponsor three or four months (*or more*) before the show opens. Also include a one or two page resume. If you have past articles about yourself or your artwork that relates to the theme of the show, include those also. This gives the Exhibition Sponsor lots of information to utilize for press releases to magazines, newspapers, etc. Go the extra mile. It increases your chances of being one of the artists on which the writer will focus attention articles and reviews?

At the same time, include an artist statement that is interesting and informative, written specifically about the work in the show -- not a general artist statement. In addition, think about the audience for that particular show and see if you can focus this particular statement to the audience. Artist statements are often used by writers who are writing about the show in advance of the opening.

If you can think of a children's art project, or "family project" related to your work, why not propose this to the exhibition staff. They may be thrilled to have new ideas for outreach to the general public or school children.

The Exhibition should display the work so that it is secure, safe and well displayed with labels that clearly identify the Artist as the creator.

**VIII DISPLAY** If the artwork has any specific display requirements, inform the Exhibition Sponsor well in advance. If possible, design your work and display to be integral to one another. Design your display reflecting the same thought, care and craftsmanship as your work. In addition, try to plan the display or installation to be as uncomplicated for the staff to install as possible, and include detailed instructions for the display.

## **IX SALE OF ARTWORK**

**Full retail prices.** If the work is for sale, it is recommended by the Professional Guidelines that all prices for work available for purchase in the Exhibition should be at full retail prices regardless of whether the Exhibition Sponsor is taking a commission. This avoids confusion and misunderstandings between the Artist, galleries that represent the Artist's work and collectors. In addition, an Artist's prices should be consistent all over the United States regardless of the location.

### **Artwork must remain in the Exhibition.**

Exhibitions at non-profit venues and museums may be three months or longer. Work purchased during such an exhibition must remain in the show for the entire length of the exhibition. Removing work during the show, for any reason, dilutes the impact of the show and deprives future viewers of the full range of work in the show. Publicity and announcements often list the participants. How disappointing to go to an exhibition and not find the work of a particular artist. Since the primary role of non-profits and museums is to educate their audience, it is important to reinforce this policy with potential buyers.

### **Pricing terms**

There are several Options in the Exhibition Contract concerning what percentage of the sales price the Exhibition Sponsor retains, if any. It is important to state both the retail price and the wholesale price on your List of Artwork attached to the Exhibition Contract to avoid

any possible confusion. It is recommended that the contract avoid using the terms “net price” or “artist’s price” (the wholesale price). Artists should not sign a contract that does not state the retail price as the established price for sale of the Artwork.

### **Selling Artwork at full retail**

The percentage taken as a commission by non-profit and museums spaces varies considerably. There is no common practice. Some sponsors are not interested in taking any percentage of retail sales, or they take a reduced commission of perhaps 25% to 30% of the retail price. (This may be compared to the conventional artist/gallery 50/50 arrangement). However, Artists should always sell their work at the full retail price regardless of the commission taken by the Exhibition Sponsor. This is for several reasons. Most important, you want to establish the value of your work based on the full retail value for your work. Selling work below retail, in effect, discounts the value of all your work. Another important consideration is that a gallery may see your work at an exhibition and would want to know that you are selling your work at retail at all times, nationwide. In the future, they may want to represent your work. Finally, if your work is available through a gallery that represents your work, they may expect to receive a percentage of all your sales (even from an exhibition they did not arrange) depending on the nature of your “exclusive” relationship with the gallery.

Selling your work below retail, means that there is no room for the Exhibition Sponsor and the gallery to share the 50% commission that galleries are accustomed to receiving for an Artist’s work. The Professional Guidelines discourages arrangements in which the Artist receives less than 50% commission on the retail price regardless of the circumstances.

In another scenario that is similar, a collector accustomed to working with a specific gallery, may ask the gallery to arrange purchase of your work from the Exhibition Sponsor. Because this gallery is working for their collector, they will expect a percentage of the retail price from the Exhibition Sponsor. If you haven’t charged the full retail price for your work, there is not enough “wiggle room” for the gallery to get their percentage. Right or wrong, they won’t be happy. It is very hard for the Artist to know what the proper etiquette in these situations is, but an itemized list specifying the full retail price makes these negotiations much more comfortable.

### **Payment Options in the Exhibition Contract**

This document lists four possible payment options for working with non-profit or museum spaces:

#### **Option 1**

**All inquiries concerning purchase will be directed to the Artist by the Exhibition Sponsor** is very common when dealing with non-profit and museum Exhibition Sponsors. The Sponsor is generally not interested in accepting responsibility for handling sales of any Artwork. However, they will suggest that interested collectors should contact the Artist directly, if so, give clear instructions to the Exhibition Sponsor about what you consider an acceptable method of contact from the general public (i.e. phone, email or by mail).

#### **Option 2**

**All inquiries concerning purchase will be directed to the Artist’s gallery** is very similar to Option 1 except that the Artist or the Artist’s gallery may prefer to have all inquiries about purchasing the Artwork directed to the Artist’s gallery as a representative of the Artist. The

Artist should discuss this arrangement with the gallery in advance, informing them about the work on display in the Exhibition so they are prepared, and send them at least one set of images for the work on display in advance of the Exhibition dates. The gallery will be responsible for collecting the money from the Collector and paying the Artist their percentage promptly.

### **Option 3**

**The Exhibition Sponsor handles sales for a commission.** The Exhibition Sponsor should not expect more than a 50% commission, preferably less, because they have not made an investment in promoting the Artist for the long term. To be blunt, they have not earned a 50% commission like a gallery and should not expect to be compensated at that level.

If the non-profit or museum space expects to receive a commission on the sale of work in the Exhibition, the amount of the commission can range between 15% to 50%.

### **Option 4**

**The Exhibition Sponsor handles sales for a commission and the Artist's gallery also receives a commission.** When an Exhibition is within a gallery's "exclusive" territory (as described in the contract between the gallery and the Artist), the gallery may expect a percent of a commission for two reasons. The most common is that the Exhibition impacts the exclusive representation by the gallery of the Artist within a geographic area. The other situation (which can be very confusing considering that many collectors travel extensively to see exhibitions) is that sometimes galleries feel that a particular Collector is their client. If they facilitate a purchase from an exhibition for their client, they want part of the commission. Confusing? Yes, the Artist, gallery and collector sometimes run into this vague territory that needs discussion to work out an arrangement acceptable to everyone. *(There is no precedent for any one particular policy. It is best that the Artist discuss this issue with their gallery before committing to the Exhibition. The Artist should always get their 50% of retail. Depending on the discussion of this issue and the artist/gallery relationship, the gallery and Exhibition Sponsor need to decide how to allocate the remaining 50% commission.)*

### **Deposits**

Collectors may be anxious to take work home once it is paid for in full even if the show has not closed. One way to handle a purchase of work before the show closes is to take a non-refundable deposit on the work. When the show closes, the work is paid in full (minus the deposit) and the work is shipped to the new owner.

If the money is handled through the Exhibition Sponsor, some of them may pay the Artist only at the end of the exhibition. Though this may be common practice, artists should remember that when negotiating contracts, everything is negotiable. If the exhibition is up for an extended period of time, three or four months for example, perhaps a more prompt payment arrangement can be made if work is sold during the exhibition. Artists may receive a percentage of the deposit, for example, receiving full payment when the show closes and before the work is shipped to the new owner. All of these arrangements require a little extra bookkeeping and attention to business details from both the Exhibition Sponsor and the Artist. Artists have a responsibility to keep abreast of the payment arrangements near the close of the exhibition.

**What if your Artwork sells in one exhibition and it is committed to another show at a later date?** In this case, make sure that the first Exhibition Sponsor knows that the Artwork is committed to another show at a later date. It is the Artist's responsibility to give this information in writing to the Exhibition Sponsor as soon as possible (preferably before the Artwork is sold.) If a Collector wants to purchase the Artwork (from the first exhibition), the Collector should be informed that there will be a delay in taking possession of the actual Artwork. The Collector should make a non-refundable deposit of 30% (of retail) and pay the remaining amount when the Artwork is released from the final Exhibition. The Artist should be paid their percentage of the deposit and final payment immediately after payment from the Collector.

**INVENTORY RECORDS: Documentation and Provenance** Remember, the Artist owns the work which is "on loan" to the Exhibition. The investment of time, materials and overhead makes it just as much the Artist's responsibility as the *Exhibition Sponsor's* to keep track of work on loan during the Exhibition and after the closing of the Exhibition. Keeping good records of work on loan is critical to an Artist's success. Artists should also keep a record of the exhibitions that they have been in for their resume and as a record of provenance for a particular artwork. (See **INVENTORY RECORDS: Documentation and Provenance** in the Professional Guidelines. Artists should use the sample *PDF form* for documenting the exhibition record for each piece.)

**Provenance for one-of-a-kind Artwork.** Keeping long term records for one-of-a-kind artwork that is sold can also be very important for the Artist. Such exhibitions become part of the Artwork's provenance (the exhibition history of a piece), and may increase the value of the Artwork. Curators or museums working on exhibitions or retrospectives, in the future, may want to borrow work owned by collectors. Thus, Artists should keep accurate records for the location of their Artwork.

The Professional Guidelines recommends that Artists keep the names and addresses of all collectors of their one-of-a-kind work. This should be part of all exhibition and consignment contracts. (See **INVENTORY RECORDS: Documentation and Provenance** in the Professional Guidelines. Artists should use the sample PDF form for documenting the exhibition record for each piece.) However, the Artist should not use the collector names and addresses to try to sell additional work directly circumventing their gallery. Treat the information as confidential and with due respect

Information about Discounts is available in the Professional Guidelines in the document titled: **Discounts**.

- X COPYRIGHT** Artists always retain the copyright to all Artwork even after it is sold (unless there is another contract, which states that the copyright has been purchased or shared). Artists should mark all Artwork and visual materials with the © symbol, Artist's name and the year the work was completed, if possible. In addition, it may be appropriate to identify the object as one-of-a-kind, a limited edition, or an unlimited edition.
- XI SECURITY INTEREST** This is a legal clause protecting the Artist. It states that the Artist owns the consigned work until paid in full. Only a few states have laws that protect an Artist's work on consignment from the creditors of the Exhibition Sponsor. This is an important reason why artists need to use contracts with a Security Interest clause. The

creditor's rights are also cut off if there is a sign on display in the Exhibition stating that the exhibited work is on consignment, or on loan, but such signage is rarely used.

**XII TERM OF CONTRACT** The term of the contract may begin long before the Exhibition itself, but usually terminates at the close of the Exhibition. The contract may be terminated at any time for breach of contract.

**Option** Exhibition Sponsors may include a clause that if the Artwork is sold to a Collector within a specified length of time after the Exhibition closes, then a commission may be owed to the Exhibition Sponsor. If the Collector was informed about the Artwork by attendance to the Exhibition or through Exhibition publicity, then the Exhibition Sponsor should receive any commission due under the normal term of the contract. This protects the Exhibition Sponsor from Collectors or Artists trying to postpone the sale of the Artwork until after the Exhibition closes or for a reduced price as a "private deal." The Professional Guidelines recommends that this type of "bad faith" sale (circumventing the Exhibition Sponsor) should be avoided. The art and craft world can be very small. The Artist or Collector should realize that other people are likely to find out eventually. It looks and is unprofessional and the Artist risks not being invited to the future shows.

### **XIII MISCELLANEOUS**

It is good business practice to put any changes or amendments in the working relationship with the Exhibition Sponsor in writing and signed by both parties. This avoids misunderstandings or forgotten conversations. Any written changes made to the contract should be attached to the Artist's and to the Exhibition Sponsor's original contract.

### **XIV GOVERNING LAW**

This clause specifies in which state any potential lawsuit would take place. Since laws vary from state to state, the "governing law" is normally the state in which the Exhibition is located or the first location if this is a traveling show.

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