

TWO RIVERS GALLERY

EXHIBITING ARTIST/MEMBER AGREEMENT

This is an Agreement between the Exhibiting Artist/Member hereinafter referred to as the "Member,"

Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: (____) _____ -- _____ E-Mail _____

Name of Artist's business: _____

or Organization being represented: _____

and Two Rivers Gallery, a Washington non-profit corporation, 102 N. Columbia St., Wenatchee, WA 98801, hereinafter referred to as "Gallery," to exhibit and sell member-created works of art ("Artworks") approved by the Gallery. Two Rivers Gallery is an artist cooperative, not a commercial art gallery. **The Members are expected to assist in the operation of the Gallery.** Members pay membership dues, subject to renewal each year. Intending to be legally bound, the parties agree that in consideration for exhibiting at the Gallery, the Member agrees to abide by the following stipulations, terms, and conditions:

1. Eligibility:

- a. Only Artwork(s) created by the Member may be exhibited. Artwork(s) include original: paintings, photographs, fiber art, sculpture, jewelry, and other works created by member artists. Members who are owners of deceased family artist work may exhibit and sell that work with approval of the gallery.
- b. Only dues-paying Members in good standing are eligible to exhibit under the banner of the Gallery
- c. The Gallery will accept all members Artwork(s) that fit the theme of the exhibit and are placed within the gallery at the discretion of the Exhibition Committee. The Gallery has the right to refuse to the display of any Artwork(s)
- d. Two-dimensional Artwork(s) must be presented professionally for exhibition, and conform to the limitations presented in Section 5. Three-dimensional Artwork(s) must be stable and suitable for pedestal, shelf, or floor placement; and conform to the limitations presented in Section 5.
- e. The Chairman of Exhibition Committee must clear all mountings/framing/wiring before the Artwork(s) are accepted for exhibition.
- f. Artwork(s) that are of a delicate nature may not be exhibited.
- g. Artwork(s) for exhibit consideration must be submitted electronically or in person for selection by jury and/or exhibition committee at least 4-6 days before the First Friday exhibit change or rotation, as described in the Exhibit Prospectus.
- h. The required Exhibit Entry Fee per Member for the specific exhibit period, in accordance with the current Exhibit Prospectus, shall be paid in advance with check or credit card made payable to Two Rivers Gallery.
- i. All Artwork(s) must be for sale with price included on the label(s) unless exhibit-only permission is granted by the Gallery.
- j. Number of pieces of Artwork is limited to either the specific exhibit requirements or to space available (See Exhibit Prospectus).

2. Schedule:

- a. Artwork(s) will be installed for a period established in the Exhibit Prospectus.
- b. This schedule is subject to change, depending upon the availability of replacement Artwork(s) and exhibit space.
- c. A reception will be held on Friday evening the first week of the exhibit (usually the First Friday of the month) from 5pm to 8pm.

3. **Exhibition; Purposes.** The Member appoints the Gallery as agent for the Artwork(s) exhibited under this Agreement. The Member agrees to exhibit Artworks listed on the initial Gallery/Member Inventory list signed by the Member, which is part of this Agreement, at the Gallery for the purposes of exhibition and sale. Except as provided in Section 14, the Gallery shall not permit the Artworks to be used for any other purpose without the written consent of the Member. Artworks may be received directly from the Member, the Member's agents, or from other galleries at the direction of the Member.
4. **Warranty.** The Member warrants that the Member created, and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate. The Member further warrants that all submitted Artworks are ready for exhibition and sale, including but not limited to: paintings are dry, suitably framed or finished, and tight wired for hanging; three-dimensional Artworks are dry and stable; and, Artworks are not excessively fragile or in any way unstable. The Gallery reserves the right to refuse to accept and exhibit any Artworks that are too fragile, unstable, poorly constructed, unclean, or otherwise determined to be unsuitable for exhibition.
5. **Media limitations:** Only artist's original art is acceptable for exhibit. Only **dry** (not wet) art will be accepted. All artworks must be framed, matted, and glazed, if appropriate; or, unframed stretched canvas with the sides painted (finished) appropriately; and, with tight wire for hanging. Eyehooks, or equivalent, must be 1/3 of the height down from the top of the frame sides and the wire should not be less than 3 inches from the top edge of the frame in the middle when hung. No clip hangers are permitted. No exposed glass or plexi edges, unpainted canvas sides, or staples showing. Larger artworks may be accommodated on a case-by-case basis depending on available space. We have display racks for original artwork(s), photographs, prints, note-cards, etc. that are matted, backed, identified, priced, and shrink-wrapped or enclosed in glassine envelopes. Limit per member will be published in the Exhibit Prospectus. Our Display Case has limited space, therefore jewelry and other display case items are limited to space available, per Member, as described in the Exhibit Prospectus.
6. **Duration of Exhibition.** Subject to the provisions of Sections 20 & 21:
 - a. The Member and the Gallery agree that the initial term of the specific exhibition for the Artworks is to be specified in the current Exhibit Prospectus, and that the Member does not intend to request their return before the end of this term; and
 - b. Thereafter, exhibition shall continue in accordance with the current Exhibit Prospectus rules concerning the return or replacement of any or all of the Artworks with which request the other party shall comply within the period specified in the Exhibit Prospectus.
7. **Price/Value.** The selling price of each piece ("Artwork") comprising the Artworks submitted are determined unilaterally by the Member and shall be recorded on the Gallery/Member Inventory List. In the event of a dispute, it is agreed that any Member, Non-Member, or Student Artwork is valued at one dollar (\$1.00). Artwork submitted for exhibit only must be pre-approved by the Gallery and recorded on the Gallery/Member Inventory List as such, provided that in any dispute between the Member and the Gallery, the value of the exhibit only Artwork is agreed to be one Dollar (\$1.00)
8. **Labeling.** Labels shall be affixed to each Artwork comprising the Artworks in such a manner that it will withstand being handled
9. **Entry Fees:** A non-refundable **Exhibit Entry Fee as specified in the Exhibit Prospectus** must be paid by the Exhibiting Artist when the Artist brings his entries to the Gallery. Payment of exhibit fees must be

in advance for the exhibit term, as defined in Section 6.a, before the accepted artwork(s) are hung for exhibition.

- 10. **Sales/Exhibit Sales Fee.** Title to each Artwork shall remain with the Member until the Member has been paid in full. Upon payment, title then passes to the purchaser. Gallery shall sell the Artwork only at the price specified on the Gallery/Member Inventory List, as marked by the Member on the Artwork. The Gallery and the Member agree that the Gallery's Exhibit Sales Fee is to be Thirty Percent (30%) of the selling price of the Artwork. The Gallery will charge the purchaser the appropriate Washington State Sales Tax. All sales are final. Both during the term of this Agreement and for 30 days following termination, the Gallery shall be entitled to a commission of 30%. This applies only to sales not recorded, collected, or reported by the Gallery. Member is responsible for all taxes and collection related to such sales.
- 11. **Payment.** The Gallery shall pay the Member, after deducting 30% exhibit sales fee, within 30 days of the date of sale of the Artwork. For tax purposes, the Member's Social Security Number (SS#), (WA State UBI#, if it exists) and W-9 form will be on file. Forms can be obtained by contacting the Gallery Treasurer.
- 12. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of Artworks from the Member to the Gallery, and in their return from the Gallery to the Member, shall be the responsibility of and be borne by the Member unless otherwise specified in writing by both parties. From time to time, the Gallery at its sole discretion rearranges location and placement of Artworks. Prior to such time, the Member is responsible for delivery of Artworks to be considered for this rearrangement. The Gallery reserves the right to limit the number of Artworks exhibited.
- 13. **Loss / Damage / Insurance.**
 - a. No Insurance coverage will be provided by the Gallery; the Member is responsible to insure his/her own Artwork(s)
 - b. All Artwork(s) are owned by the individual Member until sold, and then title is transferred to the purchaser.
- 14. **Reproduction / Publicity / Promotion.** The Member reserves all copyrights to the reproduction of Artwork, except as noted in writing to the contrary. The Member agrees that the Gallery may arrange to have Artwork photographed for Publicity and Promotion purposes, including but not limited to the following media: written publications and notices; television/radio; the Gallery website and social media such as Facebook and Twitter. The Member may be acknowledged as the creator of the Artwork.

- 15. **Abandonment.** Artwork will be declared abandoned by the Member thirty (30) days after termination of the Prospectus Agreement, or written request by the Gallery to remove specified Artwork. Upon abandonment, the Gallery shall owe no further obligation to the Member, and shall have sole discretion as to the disposition of the Artwork.
- 16. **Indemnification.** The Member agrees to forever release, indemnify, and hold harmless Two Rivers Gallery and their agents, employees, volunteers, successors, and assigns, from all loss, damage, claims, demands, and liability of every nature, including reasonable attorney's fees, arising directly or indirectly from or in connection with the possession, handling, and exhibition of the subject Artworks from the opening date to the closing date, during the time of preparation and the time of taking down the exhibition, any necessary storage time, and any transportation to and from the Gallery.
- 17. **Venue.** Venue for any arbitration, trial, or legal proceeding arising under this Agreement shall be in Chelan County, Washington.
- 18. **Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of Washington.
- 19. **Notices and Payments.** All written notices and payments shall be given or made to the respective parties at their addresses.
- 20. **Disclosure.** In response to public requests for information about the Member, the Gallery will provide the Member's business card, and/or information about the Member at the top of this Agreement and on the accompanying Gallery/Member Inventory List. The Member may accept or refuse the disclosure of such information by initialing below:
ACCEPT _____ **REFUSE** _____
This Agreement, when executed will be indicated as accepting the disclosure of information if no choice is made herein.
- 21. **Termination.** Either party may terminate this Agreement upon thirty (30) days notice. Such termination shall not limit the Gallery's right to exhibit sales fees resulting from pending actions for a period of 30 days following termination of this Agreement. Member will remove all unsold Artworks as defined under Transportation Responsibilities above.
- 22. **Entire Agreement.** Minor changes to the terms and conditions of this Agreement may occur at any time and the then modified Agreement is considered to be the "current" Agreement and can be viewed by the artist/member at the Gallery, Gallery website, newsletter, or email; and, may not be modified by the artist/member except in writing and signed by the Member and the Gallery. The latest dated changes are considered to be the "current" Agreement.

Agreement made this _____ day of the month of _____, 20____ by and between the Artist/Member and Two Rivers Gallery, reflected by their signatures hereon.

ARTIST
By: _____
(Signature)

(Printed Name)

TWO RIVERS GALLERY
By: _____
(Signature)

(Printed Name)

SS# _____ UBI# _____

Title: _____