



JOHNSON HERITAGE POST ART GALLERY

ARTIST-GALLERY AGREEMENT

ARTIST NAME:

and

JOHNSON HERITAGE POST ART GALLERY (JHP)
115 West Wisconsin Street
P.O. Box 1293
Grand Marais, Minnesota 55604
(218) 387-2314
jhp@boreal.org

Hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints JHP as agent for the works of art (“the Artworks”) under this Agreement, for the purposes of promotion, exhibition and sale. JHP shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to works under this Agreement and does not make JHP general agent for any other works.

2. Exclusive Representation. The Artist hereby appoints JHP as their sole representative to sell or otherwise make available for acquisition to the public, the exhibited Artist’s Artworks dropped off at the Gallery and/or listed on the inventory form for the duration of the scheduled exhibit.

3. Assignment. The Artist hereby consigns to the JHP, and JHP accepts, those Artworks listed on the **Inventory Sheet**. Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the assignment of other works of art.

4. Authority of Accepted Artist’s Works. Works of art may be accepted for assignment only by JHP Gallery Manager.

5. Warranty. The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

6. Duration of Assignment. The Artist and JHP agree that the term of assignment for the exhibition of Artworks is to be

and that the Artist does not intend to request their return before the end of this term. JHP requests that the artist take back any or all of the Artworks with which the other party shall comply within 2 days of the exhibition closing date. Unless otherwise agreed, the Artist shall remove the art from the Gallery no later than 4:00 p.m. on the Tuesday after the exhibition closes. This duration of exhibition shall not be cancelled or modified within 6 months from the opening exhibition date unless unforeseen circumstances occur (i.e. CoViD-19).

7. 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 Artist to JHP are the responsibility of the Artist. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from JHP to the Artist, shall be the responsibility of the Artist.

8. Responsibility for Loss or Damage, Insurance Coverage. JHP shall not be liable to the Artist for their loss or damage (except for damage resulting from the gross negligence of JHP). JHP does NOT provide insurance coverage for the Artworks.

9. Fiduciary Responsibilities. All proceeds from the sale of the Artworks shall be held

in trust for the Artist.

10. Removal from Gallery. JHP shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.

11. Pricing; JHP's Commission; Terms of Payment. JHP shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. JHP and the Artist agree that the JHP's commission is to be 35 percent of the Retail Price of the Artwork. Any change in the Retail Price, or in the JHP's commission, must be agreed to in advance by the Artist and the JHP. If the exhibition is to be placed online for sale the JHP's commission is to be 35 percent of the retail price. JHP shall pay all amounts due the Artist within fourteen (14) days after the closing date of the exhibit at JHP.

12. Promotion. JHP shall promote the sale of the Artworks. JHP agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf including posters, and social media postings using images of the artists artwork. JHP shall identify clearly all Artworks with the Artist's name.

13. Reproduction. The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. JHP will not permit any of the Artworks to be copied or photographed without the permission of the Artist.

14. General Conditions:

- a. Artist shall be responsible for hanging and taking down their exhibit.**
- b. JHP and the Artist agree that the JHP's commission is to be 35 percent of the Retail Price of the Artwork.**
- c. Exhibit shall be taken down no later than 4:00 p.m. on the Tuesday after the exhibit closes.**
- d. Artist shall provide a complete list of exhibit items, media, and prices no later than noon on the Wednesday before opening date.** Items not on the list provided shall not be displayed without the consent of the JHP Gallery Manager.
- e. 90% of exhibition items must be offered for sale** unless prior written authorization by the Gallery Manager is given at least 3 months prior to the exhibition.
- f. JHP does not insure exhibit items.** The risk of loss is on the artist, except in cases of Gross Negligence on the part of JHP or its agents.
- g. Opening Receptions are to be held at the discretion of the Gallery.** Opening Receptions are not a guaranteed event due to possible unforeseen

circumstances. If allowed, the Opening Reception will be planned no later than 1 month prior to the show's opening date.

Procedures for Modification. Amendments to this Agreement must be signed by both Artist and JHP and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

14. Miscellany. This Agreement represents the entire agreement between the Artist and the JHP. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the JHP, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

15. Choice of Law. This Agreement shall be governed by the law of the State of Minnesota.

Date

Consented and agreed to:

By:
Its:

Date

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By:
Its: