

# ORANGE DRAGON ART GALLERY

122 Orange Street, Prescott WI 54021

715.262.4122

## Artist Agreement

**Statement:** The Orange Dragon Art Gallery (ODAG), located at the confluence of the Mississippi and St. Croix Rivers, is a wholly owned entity of the Hastings Prescott Arts Council (HPAC).

**Goal:** HPAC and the artists exhibit at the Orange Dragon Art Gallery intend to enrich our communities by providing a space to display creative work; a meeting place for artists; and activities which provide an arts experience for visitors and residents.

**Nonprofit:** HPAC is a 501(c)(3) nonprofit organization. Commissions from sales of artwork will be used to operate the gallery, promote the arts and artists, fund programs, and further HPAC's goals.

### Hours of Operation:

Monday/Tuesday: Closed

Wednesday through Sunday: 11:00 a.m. to 5:30 p.m.

**Loss/Damage/Insurance Coverage:** The Orange Dragon Art Gallery carries liability and fire insurance. We do not carry theft insurance. We recommend each artist carry a policy that covers his or her personal property loss. Such coverage is not a requirement to exhibit at the gallery. However, HPAC and ODAG will not be responsible for any amount of art object loss.

**Commission Fees:** Exhibiting artists will pay a 45% commission for artwork sold. Any exhibiting artist who volunteers to staff the gallery will pay a reduced commission of 30% for artwork sold.

To qualify for the 30% commission rate, one must agree to staff the gallery a minimum of one (1) full day per month. One full day equals 7 hours. Artists should arrive one-half hour prior to gallery opening time to accomplish opening procedures. We encourage artists and HPAC members to volunteer as much as

possible.

**Volunteer Staffing:** We rely on volunteers to staff our gallery. There will be a staffing calendar posted in the Gallery. Each volunteer should place his/her name on the calendar for their shift. It is the responsibility of the volunteer to find a replacement if they are not able to cover the shift they agreed to. A list of volunteers with contact information is available.

### **Commission Details:**

- Artists will receive a check once a month for their artwork that sold the prior month. Checks will be mailed to the artist's address on file and should arrive before the 15<sup>th</sup> of the month.
- ODAG will collect sales taxes as required by the State of Wisconsin.
- ODAG will need each artist's Social Security number in order to generate 1099s at the end of the year and report all sales to the IRS.
- All pieces submitted must be priced and have the artist's name on them. Bear in mind the commission fee when pricing your artwork.
- ODAG may accept not-for-sale pieces with prior approval of gallery management. Such artwork must be marked by the artist "NFS."
- All artists must complete an Artist Inventory Sheet when submitting artwork for an exhibit. The sheet is available via email or can be picked up at the gallery.

### **Seasonal Exhibit Details:**

- Exhibits will run for approximately 12 weeks. This provides the gallery with the opportunity to host at least four to six different theme-based exhibits per year.
- Prior to the end of one exhibit and the beginning of the next, artists will be given pick-up/drop-off dates, typically one to two weeks prior to the opening of the next exhibit. On those dates, artists will pick up artwork from the current exhibit and drop off pieces for the next exhibit. If an artist is unable to adhere to the timeframe, s/he must make arrangements for someone else to at least pick up current pieces. We have no storage space so we cannot hold onto artwork after the pick-up date. **Artwork will become the property of ODAG if left at the gallery more than one month after the pick-up date. It will be sold or donated to a charity of our choice.**
- Artists must adhere to the deadline for submitting artwork for an exhibit. We will have one day to take down an exhibit and one to two days to install a new exhibit. This leaves no time for late submissions.

### **Artwork:**

- All artwork must be original and produced by the artist.
- Artwork must be ready for display; wall art must be ready to hang.
- We are not a resale gallery (i.e., antiques).
- Up-cycled and repurposed items are acceptable if they can be claimed as art by the artist.
- **The gallery manager and/or the Gallery Advisory Committee has the right to reject for any reason any artwork offered for display.**

### **Marketing:**

- HPAC and the Orange Dragon Art Gallery will actively market exhibits and events. This will include, but not be limited to, newspaper coverage, posters, postcards, opening receptions, Web advertising, etc.
- If an artist provides ODAG with his/her personal mailing list, those people may receive additional HPAC and/or ODAG mailings.
- HPAC and ODAG may use images of your art for marketing purposes. Every effort will be made to give credit to the artist for the use of the image.

**Contract Terms:** This Artist Agreement is made in good faith between the Orange Dragon Art Gallery and the artist listed below. This contract can be canceled (in writing) by either party at any time. Once the contract is canceled, art materials must be removed from the Gallery within two business days.

Artist Name:

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Artist Address:

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Artist Phone Numbers:

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Artist Email:

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Artist SS#: (can be provided later)

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Artist Signature

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Date: \_\_\_\_\_