



Gift Shop Participation Agreement

Artist's Name: _____

Address: _____

Email: _____

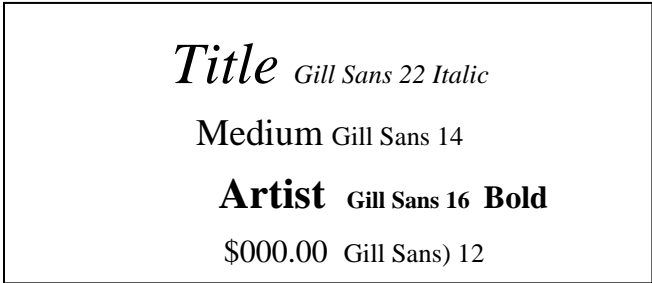
Phone: _____ Cell _____ Texting OK

The Gift Shop Participation Agreement ("Agreement") is made by and between the Art League of Lincoln ("ALL") and _____ ("Artist") for the display and sale of Artist's art (the "Work") at the Galley Gift Shop operated by ALL and located at 580 Sixth Street, Lincoln, California 95648

1. Application Criteria. The Artist must maintain current Artist or Artist Plus membership with ALL. New applications to display and sell Work will be evaluated based upon the following criteria.
 - Availability of space at the Gift Shop
 - Type and Quality of the Work
 - Price of the Work

2. Display and Pricing. The amount of the Work submitted by each Artist will be individually determined by the Gift Shop Coordinator based on the type of Work and space availability. This determination may be reevaluated as time goes by. The submitted Work shall be provided to ALL with an inventory listing each piece and its retail price. Labeling of the artwork shall comply with the guidelines for acceptance and display of artwork in the Gift Shop including, but not limited to the following:
 - a) Pricing of items shall be no less than \$5.00 and will not exceed \$150.00

- b) Each piece of Work accepted shall be barcode labeled by the Artist, with labels provided by ALL identifying the Artist's initial and inventory number of the item.
- c) Display cards for items on walls and shelves must be typed or printed in black on a white card 2" X 3 1/2". Type font and size shall be uniform, similar to sample provided and consistent with other display cards throughout the Gift Shop



- d) All two-dimensional (2D) art must have a hanging system. If larger than 8x10 it must have a wire hanging system. Only Works that are 8x10 and smaller may have a sawtooth hanger. All 2D art must have a hanging system regardless of it being displayed on a stand. There may be two pieces from each Artist that are up to 16" X 20". The rest of the Artist's Work may be no larger than 11" X 14". Please be sensitive to our limited 2D space when choosing frame sizes.
- e) The Artist is to mark with the Artist's name and contact information on any display or other equipment that is used by the Artist for the display of Artist's Work. The Artist is responsible for removing his/her display equipment when no longer needed.
- f) Standard 2" x 3 1/2" business cards are welcome to be displayed at a location designated by the Gift Shop Coordinator. Artists are responsible for maintaining the supply of their business cards.
- g) If items for the Gift Shop do not comply with these guidelines for documentation and display, they may be removed until the non-compliance is corrected at the discretion of ALL. Consultation with ALL is encouraged.

3. Placement of Work. No Artist has possessory rights to any area within the Gift Shop. Artist agrees that their Work may be relocated to other areas of the Gift Shop by other Artists or Gift Shop Coordinator.

4. Sales: ALL will transact all sales, including collection of sales tax due. Payment of the month's sales will be processed at the end of each month and mailed the following month.

4. Commission. Artist's commission shall be 70%, with 30% retained by ALL. Artist must perform no less than 4 hours of volunteer time per month, in a capacity approved by ALL, to maintain their eligibility to display in the Gift Shop.

5. Replacement of Work. ALL does not maintain a backup inventory of Artist's Work at the Gift Shop. Artists are responsible for maintaining their inventory and are encouraged to replace Work as it is sold.

7. Original Work. Artist hereby guarantees and warrants to ALL that Artist created the Art and possesses all copyright, trade and/or service mark rights, as applicable, to the Work. Artist hereby grants ALL the right to use images of the Work for publicity and advertising

purposes. Artist retains all ownership in the Work until sold, and agrees title passes to the purchaser upon completion of the sale.

8. Pottery Provision. Any pottery accepted by ALL that may be used or conceivably used for food service shall be lead free and be labeled by Artist as either "**Lead free and suitable for use with food**" or "**Not intended for use with food**".

9. Periodic refresh. The artist agrees to periodically refresh their inventory and will remove work that has been in the gift shop for an extended period of time. These intervals will be determined by the Gift Shop Coordinator and communicated to all Artists with at least a 30 day notice.

10. Indemnity. Artists agree to hold the Art League of Lincoln, its board members, employees, volunteers and agents harmless from any and all liabilities and damages that may occur during the term of this Agreement

While the gallery does maintain insurance coverage for loss or damage to a work while in the gallery, the artist is strongly encouraged to maintain their own insurance sufficient to cover the fair market value of the work.

11. Termination. This Agreement may be terminated in writing by either party without cause by providing ten days' notice to the other party. In the event this Agreement is terminated by either ALL or the Artist, Artist shall coordinate with ALL to collect all Work and business cards and display items, as applicable, within five days of the date of termination. Any Work remaining in the possession of ALL after the expiration of said period shall be deemed the property of ALL unless other arrangements have been made with the Gift Shop Coordinator

12. Entire Agreement. This Agreement constitutes the entire understanding between the parties.

Date: _____

Date: _____

Artist: _____

ALL: _____

[Signature]

[Signature]

Print Name:

Title: _____