

Artist will be required to sign the following “Art Show Agreement, Indemnity and Release of Liability” when accepted for their first show the Artisan Center Gallery. This agreement will apply to all subsequent gallery shows the artist enters.

The Artisan Center Gallery

Art Show Agreement, Indemnity, and Release of Liability

Wheeling Heritage d.b.a. The Artisan Center Gallery (hereinafter referred to as “**Gallery**”), and Artists are entering into this Agreement regarding the showing of Artist’s work at the Gallery. Artist’s work will not be considered for sale without this executed Agreement with the Gallery.

1. **Consideration and Purpose:** Upon acceptance into an exhibition, the Gallery grants permission for Artist to display accepted artwork, and Artist grants the Gallery permission to use their name, information describing their work, representation of their work and any other information provided for the purpose of display, promotion, and publicity, now and in the future. Artist has received and understood this Agreement and the General Terms and Conditions attached as Exhibit A. Artist’s work shall be sold by the Gallery on a commission basis.
2. **Sales of Art:** The Gallery shall retain 20% of the sale price of Artist’s work, and shall remit the remainder to the Artist. The Gallery agrees to collect proper sales tax at the time of sale and remit the same to the Department of Revenue. The Gallery shall not withhold any taxes measured by income of the Artist. Artist shall be solely responsible for their own income tax.
3. **Release:** The Gallery shall not be liable for any damage or loss of Artist’s work or other personal property arising out of the participation in a Gallery show, or during the installation or removal of artwork and/or any other activities involved in the preparation and/or presentation of the art. Artist agrees to assume the risk of damage to or loss of their own art from whatever cause. Artist further agrees to release and to hold harmless the Gallery, its officers, directors, employees, volunteers, and agents from any and all loss, liability, claim, or expense which the Gallery may incur or to which they may be put, as a result of or, in connection with a Gallery show. The Gallery will also be held harmless by Artist from penalties, interest or fines resulting from Artist’s failure to include income from the sale of their art in their tax filing.
4. **Indemnification:** Artist shall indemnify, save and hold harmless the Gallery, its officers, directors, employees, volunteers and agents and the participating exhibition venues from any and all claims, demands, causes of action and judgments, losses, costs and expenses, including but not limited to reasonable attorney’s fees, arising due to the negligence of Artist, Artist’s employees, agents or other person for whom they may be responsible, including but not limited to any representation, warranty, term or condition contained in this Agreement.

5. **Insurance:** Artist shall be solely and exclusively responsible to properly and adequately insure Artist's work and other property on the premises.
6. **Delivery, Storage:** Artist agrees to deliver and pack, transport and provide for the return of their artwork at their own risk and expense. Any unsold artwork not picked up within thirty (30) days of the agreed dates designated per the Gallery calendar shall be considered abandoned and shall become the sole property of the Gallery.
7. **Assignment:** Neither Party shall assign to transfer any of its rights or obligations under this Agreement and any attempt to do so shall be void and of no effect.
8. **Waiver and Effective Nullity:** Waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any provision such by party at any time hereafter. The nullity of any provision hereunder shall not affect the validity or enforceability of the remaining provisions hereunder of the Agreement, which shall survive.
9. **West Virginia Law:** This agreement shall be governed in all respects including without limitation, validity, interpretation, affect and performance, by the laws of the state of West Virginia and the United States of America. Any action arising out of or relating to any of the provisions of this Agreement may be brought and prosecuted only in the courts of the state of West Virginia or the United States District Court for the state of West Virginia and the parties hereto expressly consent to the jurisdiction of said courts and to service of process by express courier.
10. **Authority:** The person signing below represents and warrants that they have read the general conditions attached as Exhibit A which are incorporated herein and that they have the full power and authority to sign and grant the rights herein, and to incur and carry out all obligations pertaining to the Artist.

Artist's Full Name (print): _____

Address: _____

I agree to the provisions of this Agreement for myself (or on behalf of the above listed minor Artist, for whom I am responsible as a parent or legal guardian).

(Signature) _____
(Date)

For parent of legal guardian, if applicable: _____
(Print Name)

Exhibit A

Artisan Center Gallery General Guidelines

Art Requirements

- All art must be the artist's original work, or copies of the artist's original work, and shall be for sale.
- Artwork must be securely and suitably framed with screw eyes or D-Rings firmly attached to the frame itself, not to the backing. No clip frames, taped frames, or sawtooth hangers.
- Gallery-wrapped canvases can be submitted unframed, but edges must be finished with no visible staples, tacks, or tape.
- The back of each piece should be clearly labeled with your name and the title of the piece.
- Artists who cannot deliver their work in person may ship their pieces to the gallery. Artist will be responsible for shipping charges to and from the gallery. A return prepaid shipping label should be provided along with the artwork being shipped. All accepted works must be shipped in sturdy, reusable packaging. We will retain any packaging used to ship your work to us and use it for the return of any unsold works to you.

Artist Requirements

- Before work is sold in the gallery, the artist must sign the Art Show Agreement, Indemnity, and Release of Liability. It is the artist's choice to arrange insurance coverage for their work.
- Artist permits the gallery to use photographs, artist's name, likeness, and/or bio/tagline in gallery communication and advertising material for promotional purposes.
- The artist agrees to adhere to the submission and pickup deadlines outlined for the show. When a show ends, any unsold art not picked up within 30 days of the designated deadline will become the property of the gallery and receive no future benefits from its sale.

Gallery Responsibilities:

- Gallery will handle all sales and sales tax calculations, reporting, and payment.
- Gallery will retain 20% of the sale price of the artist's work.
- Payment will be made to artists for works sold within 30 days of the close of the exhibit. Artists with annual payments of at least \$600 will receive a 1099-NEC.
- Gallery curators will select artists and work for a show based on the artists's submitted entry form. Art will be judged on craftsmanship, finished details, and appropriateness to show theme.
- Artists will be notified if they are selected for a show, or not, by the date listed in the call for submissions.
- The gallery will not be responsible for damage or theft of art. Artists must agree to and sign the Art Show Agreement, Indemnity, and Release of Liability before their art will be received and sold in the gallery.