



Contract for Gallery Exhibits

With my signature below, I affirm that I have read and understand Spirit Room's Contract for Gallery Exhibit Policies collectively hereinafter, the "Contract." **I agree to comply with the below Policies and will cooperate in their implementation. Without limiting the scope of the Policies, I specifically agree to the following:**

1. A sales commission of 30% is charged by the Spirit Room. That amount is to be included in the prices submitted to the Spirit Room. The Spirit Room will collect North Dakota Sales Tax on all sales of art work at the rate of 7.5% of the 100% sale price to the art patron. The tax will be submitted to the ND State Tax Commissioner. This means that the artist does not need to pay tax on the sales.
2. The Spirit Room reserves the right to reject proposed work for display.
3. The exhibit should be comprised of new work. The new work should reflect a series that the artist has created in one or more mediums for the exhibit. A gallery exhibit is an educational experience for both the artist to create a new body of work, and for the public to experience the development of the artist through time and changing influences. The artist agrees to create new work for the exhibit and to display nothing older than two years. An exception is a "retrospective" exhibit defined as an exhibit showing various periods in the artist's life's work and stages of artistic development.
4. The artist agrees to supply the Spirit Room with a title for the exhibit, a short biography, three visual images in a JPEG file for the Forum, portrait or photo of artist and an artist's statement about the work. Also, to be submitted is a website address. This information is due three weeks before the exhibit is hung. These documents are used in promoting the exhibit through the local media and the Spirit Room website.
5. A list of the pieces, titles, mediums, sizes and prices will be submitted at least two weeks before the hanging of the exhibit. The final list will be made following the hanging of the exhibit.
6. A postcard for mailing is required, within the size of a quarter page 8 ½ X 11 (4 to a page), one side only. Design services are available at the Spirit Room. Should the artist wish to create the postcard design, the Spirit Room will provide the SR logo, funder's logos and other significant information. The Spirit Room will arrange for printing and postage.
7. A mailing will go out to Spirit Room members one or two weeks before the opening reception at the expense of the Spirit Room Gallery. Additional cards can be provided to the artist if the order is placed before the card is produced. The poster will be sent out on our Constant Contact e-list, Facebook, website, and hard copy posters.
8. The gallery is available for public showing of the artist's work for a period to be determined.
9. Classes at the Spirit Room will not be interrupted for viewing. Spirit Room Gallery hours are 1:00 p.m.–5:00 p.m. Monday–Saturday.
10. The artist will deliver and pick up art work on the dates agreed upon in the protocol agreement. The art work must be ready to be hung with hooks and wire or other display solutions described in the protocol agreement.

Revised as of September 14, 2016

111 Broadway, Fargo, ND 58102 • 701-237-0230 • spirit@ideaone.net • www.spiritroom.net

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11. The artist agrees to display their work at their own risk. The Spirit Room accepts no responsibility for theft, damage or loss of artwork. Artists are encouraged to insure their work. The Spirit Room will use its usual practices to protect the work, including security. (No thefts or damage to art work has occurred in the history of the Spirit Room).
12. The artist agrees not to transfer the body of work to another gallery for exhibition within the Fargo Moorhead area following the Spirit Room exhibition for 3 months. This stipulation refers to a body of the work and not individual pieces that might be shown in a group shows or placed in sales galleries. A body of work would constitute ten or more pieces as they appeared in the exhibit. Moving the gallery exhibit in its entirety to other cities or states is fully acceptable. This stipulation protects the integrity of the gallery and the expense that the gallery puts into producing the exhibit and protects the artist from devaluing their work.
13. The exhibit will remain intact until the closing of the exhibit. The gallery is not to be treated as a sales gallery with the primary intent of selling work. Instead, the gallery should be viewed as an exhibition space providing an educational experience for both the artist and the community. Artwork purchased will be picked up following the closing of the exhibit at which time payment for purchase is completed.
14. Upon signing the art contract the artist appoints the Spirit Room Galleries as sole representative of the exhibit. The Spirit Room will manage sales of all artwork included in the exhibit. The artist agrees to make no outside sales arrangements with clients.
15. The Spirit Room will provide fruit, cakes, cookies, coffee and punch at the opening reception. Wine is available for evening receptions upon request. The artist can provide additional food and beverages. The artist will attend the reception and must provide a short gallery talk. Music can be provided by the artist with prior arrangement according to the protocol agreement.

Date(s) of Exhibition: _____

Gallery Space: _____

Artist's Signature

Date

Artist's Printed Name

Gallery Representative's Signature

Date

Gallery Representative's Printed Name

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