

## GALLERY EXHIBITION AND GIFTSHOP AGREEMENT ("AGREEMENT")

**TITLE OF SHOW:** \_\_\_\_\_

**EXHIBITION DATES (FROM/TO):** \_\_\_\_\_

**SET UP DATE:** \_\_\_\_\_ **TAKE DOWN DATE:** \_\_\_\_\_

**OPENING RECEPTION: YES** \_\_\_\_ **NO** \_\_\_\_ **DATE/TIME:** \_\_\_\_\_

The responsibilities outlined in A. through E. below have been read, understood and accepted by ARTIST and by the Manitoba Arts Network upon signing this Agreement.

\_\_\_\_\_ ("ARTIST")

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Manitoba Arts Network ("GALLERY")

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

GST#: \_\_\_\_\_

This Agreement is made in duplicate.

Please sign and return both copies – Gallery will countersign and return your copy.



## **A. EXHIBITION RESPONSIBILITIES: RESPONSIBILITIES OF MANITOBA ARTS NETWORK (“GALLERY”) & \_\_\_\_\_ (“ARTIST’)**

1. ARTIST will deliver ARTIST Artworks to the Gallery by the Set-Up Date and artwork will be removed on the Take-down Date, unless otherwise agreed to in writing.
2. ARTIST will ensure Artworks are ready to hang prior to arrival. All wall pieces must be wired or have hardware (hole hangers, D-Rings, or strap hangers) on the frame or artwork itself that makes it ready for hanging to a single Lee Valley Cliprail Zipper Pro Picture Hook.

All other artworks must conform to Gallery's requirements for exhibition.

3. Works must be hand-delivered or shipped by the ARTIST to Manitoba Arts Network (Unit 210, 216 Princess St. Winnipeg, MB R3B 0X9).

Gallery can provide transportation for artworks for Rural & Northern ARTIST through our third-party shipping partner, Gardewine, at no cost. ARTIST is responsible for packing containers provided and delivering them to a Gardewine shipping facility. ARTIST is responsible for insurance coverage on ARTIST Artworks while they are in transit.

4. Installation and take down can be completed by Gallery in the event the ARTIST is unable to. If you have a general idea of the layout of your exhibition, this should be emailed to us 7 DAYS prior to install. Final Exhibition installation decisions rest with the Gallery.

ARTIST will set up and take down the Exhibition

Gallery will set up and take down the Exhibition.

5. Provide the Gallery with a recent ARTIST Statement, headshot ( hi-res,300 DPI), background information, photos of the Artwork and a description of the Exhibition as required by the Gallery for promotional purposes at least 30 days prior to the Exhibition.
6. Provide the Gallery with an Exhibit “A” itemized list of ARTIST Artworks in the Exhibition including each Artwork’s Artist, title, medium, dimensions, date, and selling price at least 14 days prior to the Exhibition.



## **B. RESPONSIBILITIES OF THE GALLERY:**

1. Assist the ARTIST where required with Exhibition set up and take down.
2. The Gallery will arrange and pay for Exhibition announcements in publications, through the media, websites, and social media deemed appropriate by the Gallery.
3. Organize an Opening Reception (when elected by the Gallery).
4. Collect moneys from sales of ARTIST Artworks sold during the Exhibition for payment, net of the Commission (per Clause A.8. above) due the Gallery, to ARTIST. E-transfers are to be made payable to ARTIST.
5. Payment of all monies owing by Gallery to ARTIST will be due and payable to the ARTIST within seven (7) days of the scheduled Exhibition Take Down Date occurring, as outlined on page 1 of this Contract.



## **C. GIFTSHOP AGREEMENT**

ARTIST and Gallery wish to have Gallery sell Artist's work (the "Artwork") on consignment; therefore in consideration of the mutual covenants contained herein, ARTIST and Gallery ("Parties") agree as follows:

### **1. Consignment**

The ARTIST hereby consigns to Gallery, subject to the terms of this Agreement, the Artwork listed on the Inventory Sheet attached hereto as Exhibit "C". If both Parties agree to consignment of additional works, additional Inventory sheets will be attached to and become part of this Agreement. All Inventory Sheets must be dated and signed by both Parties.

### **2. Duration of Gift Shop items**

ARTIST and Gallery mutually agree to an initial consignment term of three to six months for each Artwork. The ARTIST retains the right to request the return of the artwork after one month, provided a written notice is given at least 14 days in advance. Similarly, the Gallery reserves the right to return the artwork after one month.

### **4. Pricing, Gallery's Commission, Terms of Payment**

Gallery shall sell the Artwork at the retail price specified on the Inventory Sheet (s). Gallery's commission shall be thirty percent (30%) and ARTIST shall be paid the remaining seventy percent (70%) of the stated retail price of each piece of Artwork sold. Payment to ARTIST on all sales made by Gallery shall be by the thirtieth (30) days after the date of sale of the Artwork.



## **D. MUTUAL AGREEMENTS**

Pertaining to both artworks and items being exhibited by the GALLERY as well as items offered for consignment within the giftshop

### **6. Exclusivity**

The sale of Artwork herein consigned to the Gallery is exclusive to the Gallery for the term of the consignment. Should the sale of consigned Artwork originate from the ARTIST, Artist or a 3rd party, the Gallery is entitled to its commission as set forth herein this Agreement. Web or catalog offerings of any of the works consigned to the Gallery will reflect same.

### **7. Promotion**

Gallery may display and promote Artworks in the manner Gallery believes appropriate, at its sole discretion. This does not prevent the ARTIST or Artist from using web site, catalog or other methods of displaying for the purpose of the Artist portfolio. ARTIST agrees to assist in the promotion of the sale of the Artworks in any way reasonably requested by Gallery.

### **8. Removal of Artwork**

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

### **9. Termination of Agreement**

This Agreement may be terminated at any time by either Gallery or ARTIST on fourteen (14) day written notice from either party to the other. After the notification of termination has been received, Gallery and Artist shall settle all accounts according to the usual process and time limits in this Agreement.

Upon termination, Gallery is obliged to tender Artwork for return to ARTIST. The ARTIST shall be responsible for arranging the pickup, within seven (7) business days, of all unsold Artwork tendered by Gallery for return to ARTIST. Risk of loss shifts back to ARTIST upon the earlier of Gallery returning Artwork to ARTIST, or seven (7) business days after termination notice was served by either Party.



## **E. OTHER**

### **1. Assignability**

This Agreement will be binding upon the Parties hereto, their heirs, and assigns.

### **2. Venue**

This Agreement shall be deemed executed in the Province of Manitoba and shall be interpreted and construed in accordance with the laws of the Province of Manitoba. Venue shall be in closest proximity to the City of Winnipeg, in the Province of Manitoba.

### **3. Merger**

The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and proposals (whether written or oral) in respect to the matters specified.

### **4. Modification**

No alteration, modification, amendment, addition, deletion, or change to this Agreement shall be effective or binding unless and until such alterations, modifications, amendments, additions, deletions, or changes are properly executed in writing and signed by both Parties.

### **5. Headings**

All headings used in the Agreement are for reference purposes only and are not intended or deemed to limit or affect, in any way, the meaning or interpretation of any of the terms and provision of this Agreement.

### **6. Waiver**

No waiver by either party of any breach or default hereunder shall be considered a waiver of any future breach or default or in any way affect any of the other terms and conditions hereof.

### **7. Severability**

If any provisions of this Agreement is judicially declared to be invalid, unenforceable, or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the parts or parts of this Agreement so held to be invalid, unenforceable, or void shall be deemed deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been attached.

### **8. Effective Date**

The Agreement is effective as of the date all Parties hereto have executed this Agreement.



## **F. LIABILITY**

### **1. Liability Clause for Minor Incidents:**

The Gallery will not be liable for minor loss or damage to ARTIST's Artworks occurring while the ARTIST Artworks are on the Gallery premises, during events, or in transit. Minor damages or loss pertain to any incidents where the value falls below our deductible threshold.

### **2. Liability Clause for Major Incidents:**

The Gallery acknowledges liability for major incidents that exceed our deductible. This includes, but is not limited to, situations such as fires, catastrophic damage, or the loss of an entire exhibit during transit. In such cases, the Gallery will be responsible for addressing the consequential losses, damages, or expenses incurred, provided that they surpass the deductible specified in the applicable insurance policy.

This liability clause is applicable to all agreements, contracts, or arrangements entered into between the Gallery and the exhibiting party, and it shall supersede any conflicting terms or conditions.

In the event of a major incident, as compensation, the Gallery will pay ARTIST the \$Value of the Artwork as per the \$Value listed on the attached Exhibit "A" less the % Commission outlined in this agreement.

### **3. Compensation for Major Incidents:**

In the occurrence of a major incident, the Gallery will compensate the ARTIST by paying the \$Value of the Artwork as indicated in Exhibit "A," deducting the % Commission outlined in this agreement.

### **3. Responsibility for Damage**

Artworks that are broken or damaged due to faults inherent in the workmanship or materials used in construction of Artwork(s) will be returned or picked up by the artist.