

## **Bertie County Arts Council Gallery and Artist Contract**

Artist Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Please note that it is the Artist's responsibility to keep their information updated with The Gallery.)

**AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
between The Gallery operated by Bertie Council Arts Council at 124 South King Street, Windsor, NC And  
\_\_\_\_\_ (Artist).

**WHEREAS**, the Artist is a professional/amateur of good standing; and becomes a member of Bertie  
County Arts Council by paying annual dues; and

**WHEREAS**, the artist wishes to have certain artworks represented by the Gallery; and

**WHEREAS**, the Gallery wishes to represent the Artist under terms and conditions of this agreement, and

**WHEREFORE**, in consideration of the covenants hereafter set forth and other consideration, the parties  
agree as follows:

1. **Scope of the Agency.** The Artists appoints the Gallery to act as the Artist's nonexclusive gallery in  
the area of Windsor, NC for the exhibition and sales and artworks in the following media:  
\_\_\_\_\_.
2. **Terms and Termination.** The agreement may be terminated by either party after 6 days of  
written notice to the other party. The agreement shall terminate if the Gallery becomes  
bankrupt or insolvent. On termination, all works consigned hereunder shall immediately be  
returned to the Artist.
3. **Prices.** The Gallery shall sell the works at the retail price shown on the Record of Consignment  
(Inventory Sheet).
4. **Commission.** The BCAC Gallery will retain a commission of 30% from the sale of all works sold.  
However, if you can volunteer 4 hours per month at BCAC, your commission will be reduced to  
25%. Please price all work accordingly. If you would like to volunteer, please contact our Gallery

Volunteer Chairperson. (Please see attached list of volunteer jobs, information, and phone numbers.)

5. **Payments.** The Gallery shall pay the Artist all proceeds due to the Artist within 30 days of sale. Work shall be consigned to the Arts Council for display and sale for a period of 120 days. The Artist is responsible for picking up any unsold work at the end of that period of time. All works left at the gallery without current membership paid or lack of contact information will become property of The Gallery.
6. **Intellectual Property and Photo Release.** The Artist grants BCAC permission to photograph any artwork submitted to the Gallery for exhibition/sale and use these photos to promote the Artist and to advertise future BCAC events. The photos will not be sold or otherwise used for revenue purposes (ie. selling prints or t-shirts featuring the artwork); they will instead only be used in promotional materials and communications to the public (including but not limited to things like posters, invitations, tickets, social media posts, the BCAC web site, newspaper articles, and membership newsletters). The Artist understands that they will not receive any payment for the use of these photos.
7. **Loss or Damage.** Due care shall be given by The Gallery for the safekeeping of all consigned artwork. The Gallery, the volunteer staff, nor BCAC shall be held liable for damage, loss or defacing of any exhibited work. In case of an emergency, like a flood or hurricane, it is important we have your current contact information. Each artist will be contacted one time (phone call/ message, text, or email) to retrieve their items. All items not retrieved will become property of The Gallery.
8. **Modifications.** All modifications of the Agreement must be in writing and signed by both parties. The Agreement constitutes the entire understanding of both parties.
9. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS THEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

ARTIST: \_\_\_\_\_

BCAC AUTHORIZED SIGNATURE: \_\_\_\_\_

**Ways to volunteer at the Bertie County Arts Council Gallery:**

- Volunteer to work one day a month (4 hours) as a salesperson in our Gallery. We also need substitute or “fill in” volunteers who can work occasionally at the Gallery when our regular day volunteers are not available.
- Host or co-host a reception at the Gallery.
- Teach or assist with an art class.
- Help decorate the Gallery’s windows.
- Help assist in hanging artwork for an art show.
- Write articles or take photos of our special events for the newspaper.
- Become a Board member.
- Be on a committee for a special event (art shows, fundraisers)
- Prepare envelopes for mailing invitations etc.
- Help with writing grants.
- Help update web page.

**If you have questions about these volunteer jobs, would like to volunteer, or need more information. Please call our Volunteer Coordinator, Jeannie Carter 252-482-6810.**