

# DMAC

DEL MAR ART CENTER

## GALLERY

### MEMBER ART AGREEMENT

Artist name \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Address \_\_\_\_\_

FULL MEMBERSHIP (Gallery, outside venues)

LIMITED MEMBERSHIP (Outside venues only)

The Artist and Del Mar Art Center hereby enter into the following Agreement for displaying their artworks for exhibition and sale listed on the attached inventory sheet, which is part of this agreement.

This agreement is to remain in force for the duration of the artist's membership.

The artist hereby warrants that he/she created and possesses unencumbered title to the artworks, and their description is true and accurate.

Artist agrees that the initial term for the exhibition is to be three months and that artist does not intend to request that the artworks be returned before the end of this term. Full Membership **Artist must give 60 day written notice** when intending to leave the gallery. Artist also agrees to meet staffing obligations.

artist initial here \_\_\_\_\_

Insurance costs, risk of loss or damage incurred during transport to and from the Gallery or outside venues and during the exhibition shall be the sole responsibility of the Artist.

- a. The Artist is responsible for his/her own insurance.
- b. The **Full Membership** Artist agrees that Del Mar Art Center's commission for artwork hung in the gallery space is to be 20% of the retail price of the artwork. Any change in the retail price must be agreed in writing by artist and the Center.
- c. The Center agrees to provide adequate gallery display space for the artworks for Full Membership.
- d. Artwork hanging in outside venues commission will range from 10-20% depending on location. (Cinepolis – 10%, Art with a View 20% on sales over \$200)
- e. The Artist agrees that any sales resulting from the exhibition of said artwork is commissionable to the Center for a period of 60 days following the end of exhibition.
- f. **Full Membership** Artists are invited to leave four shrink-wrapped paintings in the portable bins with the understanding they will rotate every three months.

**TO ALL EXHIBITING ARTISTS: ARTWORK MUST BE ORIGINAL WORK DONE BY THE ARTIST. REPRODUCTION BY GICLEE MUST BE SIGNED AND NUMBERED. EDITIONS MUST SHOW HOW MANY. OTHER MEDIA CAN BE SHRINK-WRAPPED AND DISPLAYED IN THE BINS. NO EXCEPTIONS.**

California Civil Code Sec. 1738 Definitions: "Artist" means person who creates work of fine art. "Fine Art" means a painting, sculpture, and drawing, work of graphic art (including etching, lithograph, offset print, silk screen or a work in mixed media, including a collage. "Person" means an individual, partnership, corporation, association or other group, however organized.

Del Mar Art Center may arrange to have the Artworks photographed to publicize and promote the artwork through means to be agreed by both parties.

**Artist's fees are as follows: FULL MEMBERSHIP** Monthly payment of \$100 to the Del Mar Art Center Gallery; initial deposit of \$200 which includes first and last months payment, which is NON-REFUNDABLE. A 60 day notice is required if artist choses to leave the gallery.

**ALL FEES DUE AND PAYABLE IN ADVANCE OR AT THE TIME OF REGISTRATION BY CASH OR CHECK** (or by credit card with a 2% fee added to process)

The exhibiting artists are responsible for maintaining the cleanliness of the Gallery. Each sitter will be expected to personally keep the Center open during their shift.

The Gallery hours are as follows: 12-5pm Tuesday through Sunday Saturday. There will be a calendar to maintain the sitting schedule, and hours may change according to season.

**FULL MEMBERSHIP** members are responsible to work at the gallery at least one day per month. All members agree to accept their scheduled gallery sitting time in order to maintain their membership in Del Mar Art Center and to keep the Gallery open. Failure to comply with the scheduled sitting time will result in elimination of the artists from exhibition, unless waived by the governing board.

**FULL MEMBERSHIP & LIMITED MEMBERSHIP** members are expected to serve on a committee, so that the gallery can function and thereby prosper.

**FULL MEMBERSHIP & LIMITED MEMBERSHIP**

Artist name \_\_\_\_\_ hereby releases Del Mar Art Center from responsibility due to personal injury, damage or theft of artworks. The Laws of the State of California shall govern this Agreement.

I have read and accept the conditions stated above by the Del Mar Art Center.

Signature of Artist \_\_\_\_\_

Del Mar Art Center Representative \_\_\_\_\_