



Artist Contract

Name: _____

This Agreement between the Arts Council for Wyoming County (hereinafter known as “ACWC”), maintaining the Gallery at 31 S. Main St., Perry, NY 14530, 585-237-3517.

WHEREAS, the artist desires to exhibit artwork in the ACWC Main Gallery. The ACWC desires to provide Artist with this exhibition opportunity in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants of the parties hereto and the parties intending to be bound, it is agreed as follows:

Exhibit

The title of Exhibit: **LOCAL COLOR 2025 “Treasures of WyCo”**

Term

The dates of the Exhibit shall be from **January 3 - February 21, 2025**
Work is to be delivered to the ACWC between **December 9 and 20, 2024, and be removed by February 28th, 2025, during regular gallery hours.** The opening reception will be held from **6:30 – 8:30 PM on First Friday, January 3rd, 2025.**

Work

Original artwork must be properly prepared for hanging or display. 2D work must be framed and securely wired across the back for proper hanging. 3D work must be “stable” for pedestal and floor display.

Labels

The work shall be listed on labels and in printed materials. The artist must submit to ACWC before or upon delivery of artwork: title, medium, Artist statement, sale price (including 20% commission for ACWC retainer) **or item not for sale (NFS), and insurance value.** This information may be submitted by email to krysta@artswyco.org

Value

The insurance and sale value should reflect a 20% commission for the ACWC retainer.

PO Box 249 • 31 South Main Street • Perry, NY 14530 Phone: 585.237.3517 Fax: 585.237.6385

Email: info@artswyco.org Website: www.artswyco.org

Gallery Hours: Wednesday 9am - 6pm, Thursday & Friday 11am - 7pm, Saturday 10am - 3pm

ACWC Obligations. *ACWC will be responsible for:*

- a) Insuring the work at the ACWC from delivery date until retrieval deadline
(*The artist to be responsible for **the deductible**, if an insurance claim is required*)
- b) Promoting the exhibit through press releases and postcards
(*Postcards to be provided to the artist upon request*)
- c) Providing labels to identify works
- d) Providing a reception
- e) Providing appropriate space in the Main Gallery at ACWC
- f) Providing the hanging system for 2D pieces and pedestals for 3D pieces.

Artist's Obligations. *The Artist will be responsible for:*

- a) Exhibiting high-quality artwork created by the Artist
- b) Providing pertinent information regarding the work and OR the Artist (BIO) by **December 20, 2024**
- c) Timely delivery of artwork properly prepared for exhibit
- d) Timely retrieval of work
- e) Attendance at the reception
- f) Invitations to friends and family
- g) Completion of this contract

Photography

The artist acknowledges that this exhibit is open to the public, thus, the artwork may be photographed and appear in the public media.

Designated Agent

During the term of this Agreement, ACWC is hereby designated as the agent of the Artist to handle all sales of the exhibited works, to the extent that said works are for sale. ACWC is hereby authorized to retain the 20% commission on sales of the work exhibited pursuant to this Agreement. **No payment will be made to the artist before the show ends. Artists will be paid within two weeks of the show's end date.**

Forfeiture of Work

If the Artist's work exhibited pursuant to this Agreement is not retrieved by the Artist from the Main Gallery as noted above, Artist relinquishes any right, title or interest to said work and transfers such right, title, or interest to ACWC. The artist further agrees to reimburse ACWC for any and all costs incurred due to the Artist's failure and/or refusal to retrieve such work, including but not limited to costs and expenses for storage and/or sale.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any modifications, additions, or amendments to this Agreement shall be of no force, effect, or validity unless in writing, signed by the parties hereto. This Agreement may not be supplemented, modified, or terminated orally.



Arts Council for Wyoming County Local Color 2025

Artist Name: _____
(Please Print)

Address: _____ City: _____ Zip: _____

Phone Number: _____ Email Address: _____

Signature: _____ Date: _____

Gallery Curator: Krysta Aina Date: _____

Artwork received by:

_____ **Date** _____

PLEASE TYPE OR CAREFULLY PRINT THE FOLLOWING INFORMATION:

TITLE OF WORK: _____

MEDIA: _____

PRICE: _____

TITLE OF WORK: _____

MEDIA: _____

PRICE: _____

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