# **ARTIST AGREEMENT**

Exhibition Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibition Dates: \_\_varies\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibition Opening Date/Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Curator\_\_\_\_\_\_\_\_\_\_\_\_

Installation Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pickup Dates: \_\_\_\_varies\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTIST INFORMATION:**

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

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Details:

Please check which method of drop off and pick up you will be using with regards to your art work:

I will drop off and pick up my piece in person to the TJA Studios between regular business hours \_\_\_\_\_

I will be using a carrier company such as FedEx or UPS to deliver my artwork to the TJA Studios between regular business hours \_\_\_\_

Carrier Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tracking Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Sales Agreement: The TJA Studios (hereinafter TJA) retains a 40% commission on the listed value of the work during the duration of the exhibition. All sales will be handled by the TJA. Payments to the artist(s) on sold work will be made within 15 business days after the closing of the exhibition.
2. TJA may at its discretion negotiate a discount to potential buyer for up to 10% off from the listed price. The Sales agreement listed above will apply after the final sale price.
3. Publicity: This Exhibition Agreement grants permission to the TJA to use images or video footage of the work in the exhibition for inclusion in catalogs, websites, mobile media, and others for promotional purposes.
4. Insurance/Liability: The TJA does not provide artwork insurance. Extreme care will be given to the work while in the possession of the gallery. However, the artist(s) listed in this Exhibition Agreement releases and discharges the ownership of the TJA and all its employees and agents, from all claims and demands for, upon or by reason of any damage or loss, which may be sustained by The TJA Studios. Shipping insurance to and from the gallery will be the responsibility of the artist.
5. Curatorial: The TJA’s curator, and as appropriate, the Executive Director, works with the artist(s) to select the works to be exhibited. The TJA reserves the right to approve the work to be exhibited.
6. As a precautionary measure the TJA has the right under the discretion of the curator and the Director, to move artwork displayed for an exhibition to a secure onsite location during events hosted at the TJA.
7. The TJA has the right to charge a fee for exhibitions being organized by a party outside of the TJA selected staff of curators.
8. All work must be presented in a professional manner. Works that do not require framing should be properly protected for shipping and handling. Framed works must be wired, and ready to hang. All work must be ready to install. The TJA reserves the right to install accepted works in a manner deemed necessary for exhibit or security reasons.
9. The artist must provide an inventory sheet of the art to be exhibited at least two weeks prior to the opening date. The sheet includes: title of work; medium, measurements (framed and unframed if applicable), and sales price. A number system should be used to identify actual work with the inventory sheet.
10. All publicity is coordinated by TJA. The artist must forward biographical information, exhibit information, high res images, and any other supportive materials to TJA. The artist is also encouraged to submit an artist statement about the works exhibited. All items should be submitted at least one month prior to the opening of the exhibition.
11. Costs of litigation: If any legal action is brought for the enforcement of this Agreement by TJA against the artist, or because of a dispute regarding any alleged breach, default, or misrepresentation by the artist in connection with any of the provisions of this Agreement, TJA shall be entitled to recover reasonable attorney’s fees and other costs incurred in that action, in addition to any other relief to which such party may be entitled.

LIST OF WORKS

Artist\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_Medium\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dimensions\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this work for sale? \_\_\_\_\_\_\_\_ If yes, please indicate price $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Lender/Artist: if your work in this exhibition is for sale, note that Tye Johnson Artistry, Inc. takes a 40% commission on all sales plus applicable sales tax.*

Artist\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_Medium\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dimensions\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this work for sale? \_\_\_\_\_\_\_\_ If yes, please indicate price $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Lender/Artist: if your work in this exhibition is for sale, note that Tye Johnson Artistry, Inc. takes a 40% commission on all sales plus applicable sales tax.*

Artist\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_Medium\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dimensions\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this work for sale? \_\_\_\_\_\_\_\_ If yes, please indicate price $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Lender/Artist: if your work in this exhibition is for sale, note that Tye Johnson Artistry, Inc takes a 40% commission on all sales plus applicable sales tax.*

Artist\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_Medium\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dimensions\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this work for sale? \_\_\_\_\_\_\_\_ If yes, please indicate price $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Lender/Artist: if your work in this exhibition is for sale, note that Tye Johnson Artistry, Inc. takes a 40% commission on all sales plus applicable sales tax.*

**I have read and agree to all conditions above and on subsequent pages of agreement.**

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