

ART MACHINE
GALLERY



Artist's Application

YOUR NAME _____

YOUR EMAIL _____

STREET ADDRESS _____

CITY/STATE/ ZIP _____

CELL PHONE _____ HOME PHONE _____

DESCRIPTION OF YOUR WORK. Please provide a brief description of your work including medium, prior exhibitions and juried shows. _____

ARTWORK PRICE RANGE _____

OTHER GALLERIES WHERE YOU SHOW YOUR WORK. Please note full time or temporarily

OTHER AFFILIATIONS/MEMBERSHIPS _____

OTHER SKILLS YOU MAY WISH THE GALLERY TO CONSIDER _____

REFERRED BY _____

****PLEASE ATTACH AT LEAST 5 EXAMPLES OF YOUR WORK WITH THIS APPLICATION****

ARTIST'S SIGNATURE _____ DATE _____

ART MACHINE GALLERY



ARTIST - GALLERY CONTRACT

I, **PRINT FULL NAME** _____, hereinafter referred to as the “Artist”, and Art Machine Gallery, located at 1502 Sawyer Street, Houston, Texas 77007, hereinafter referred to as the “Gallery” enter into the following Agreement:

- JURIED ACCEPTANCE** Artist and Gallery agree the Artist has been juried and accepted into the Gallery based on the application the Artist submitted. Date of acceptance: _____.
- WARRANTY** Artist warrants that he/she possesses unencumbered title to the Artworks placed in the Gallery and that their descriptions are true and accurate.
- SCOPE OF AGENCY** Artist appoints Gallery to act as Artist’s agent for the exhibition and sales of Artworks. Artists may exhibit elsewhere in addition to the Gallery, but are expected to sell their artwork at prices consistent with Gallery prices as to not “undersell” the Gallery.
- ARTIST SPACE** Artist is occupying wall/floor space in the Gallery as specified in “Exhibit B - Artist’s Space”.
- SPACE RENTAL TERMS** Rent starts the first of the month. Artist may move in up to five days prior to the contract month, with full payment of the first month’s rent. Rent is due on the first day of each subsequent month.
- INSTALLATION** The Artist will hang and display all artwork and will ask Gallery’s assistance or guidance when necessary. The Gallery is not responsible for any damage during installation and Artist will be held responsible for any damage to the Gallery or other Artist’s artwork. Artist is expected to minimize installation or changes to Gallery space during hours the Gallery is open for business.
- PROMOTION BY GALLERY** The Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on the Artist’s behalf, including local advertising and special event announcements.
- PROMOTION BY ARTIST** Artists are free to promote him/herself under their own branding and business for the duration of this agreement. Outside print, email or online advertising, including social media, by the Artist using the Gallery logo or overall branding is recommended and encouraged.

ARTIST - GALLERY CONTRACT

9. **COPYRIGHT** All Artworks must be clearly marked with Artist's name. Artist reserves all rights to the reproduction of the Artworks. Gallery may arrange to have the Artworks photographed or procure digital images from the Artist to publicize and promote the Artist and Gallery. In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of the artwork.

10. **PRICING AND QUALITY** Although this is a non-exclusive contract, Artist's suggested price and quality of their artworks is expected to be consistent with artworks shown outside the Gallery. Gallery shall sell work at the retail price that will accompany every artwork.

11. **SALES AND PAYMENTS TO ARTIST** The Gallery will make all sales transactions on behalf of the Artist. All payments (cash, check, charge, electronic) will be made to the Gallery. The Gallery will collect, report and pay sales tax on each sale. The Gallery will pay the Artist via PayPal once the customer payment has cleared, typically the following Monday of the artwork sale.

12. **NEGOTIATING SALE PRICE** The Gallery reserves the right to negotiate with a customer up to but no more than 10% discount of the sale price on the Artist's behalf at any given time. Should a customer like to negotiate further, the Gallery will call designated numbers to discuss with the Artist. Commission designated in "Exhibit B - Artists Space" to the Gallery still applies. Any commission/sale made as a result of a Gallery introduction of client to the Artist will be considered a sale by the Gallery and as such any payments shall be made to Gallery.

13. **ACCOUNTING** Gallery business financials/accounting are the proprietary property of the Gallery.

14. **LOSS OR DAMAGE** The Gallery is not responsible for loss or damage to Artworks, and does not carry any insurance on the artworks. The Artist will carry their own artwork insurance, if desired.

15. **TERMINATION OF CONTRACT** Notwithstanding any other provision of the Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of written notification via email with no less than two weeks notice; 30 days preferred.

16. **ART MACHINE GALLERY SOCIAL MEDIA** The Artist is encouraged to invite their friends to "like" the Gallery's FaceBook page and "Follow" the Gallery's Instagram Page and to post images of his/her work as well as photographs/videos taken during Gallery events.

17. **MODIFICATIONS** This Agreement constitutes the entire understanding between the parties. It may only be amended by written Agreement signed by both parties.

Artist's Initials: _____

1. **THE GALLERY IS** a for-profit business with a focus on showcasing Fine Art. The Gallery seeks a well-rounded group of Artists in a variety of mediums. It is the intention of the Gallery to advertise locally and regionally as well.
2. **THE GALLERY IS NOT** a Co-Op. Business operations and business decisions will be made by the Gallery. Artists are encouraged to be present during Gallery business hours and interact with patrons at least two Saturdays each month.
3. **OVERHEAD COSTS** The Gallery will handle all overhead and operating costs - including advertising, PayPal and central credit card processing. *Wine and food contributions are encouraged.*
4. **JURY PROCESS AND CRITERIA** The Jury process will consist of reviewing the Artist's Application as to overall Artist's profile; in-line with the Gallery's goals and objectives as a Fine Art Gallery. The Gallery will also work to keep a well-rounded group of artists in different mediums.
5. **ARTIST APPLICATION LIST** The Gallery will maintain an incoming Artist Application List for reference and will contact Artists when space becomes available.
6. **WALL SPACE / HANGING ART** Artworks shall have at least three (3) inches of space in between or around each piece of work. The Gallery will ask the artist to remove some art and spread out if the space becomes too cluttered. Gallery reserves the right to move, remove or rearrange any art at any time within an artists deemed space. *All hanging wall Artworks must be wired* and professionally finished. Works on paper must be framed with glass or plexiglass. Installations that do not fit in the guidelines mentioned will be reviewed on a piece by piece basis.
8. **FLOOR SPACE** Pedestals will be provided by the Artist. Any 3D art shorter than 48 inches will be placed on an appropriate height pedestal or other Gallery selected display item where feasible. Artwork above 48 inches can be placed on the floor as is. If Artist has his/her own display, it will be reviewed by the Gallery and the Gallery will hold the final decision.
9. **ARTWORK LABELS** The Gallery will provide Artwork labels. Artists will fill them out at the Gallery when installing their Artwork. Artwork information (Title, Size, Medium, Price) must accompany all Artwork.
10. **PRINTS** There is a small section of the gallery specifically for prints. Gallery Artists may place prints in that space at no additional charge *as space allows*. Individual print bins are not allowed. All prints must be individually wrapped with supporting material with Artist's name and price. Artists are encouraged to have their prints matted for framing.

Artist's Initials: _____

ARTIST - GALLERY CONTRACT

EXHIBIT B

1. **EMAIL AND MESSENGER COMMUNICATIONS** Artists are expected to read all email and Messenger communications from the Gallery and to stay informed and up to date on all Gallery activity.

2. **BUSINESS CARDS** Artist’s business cards will have their own location on or near the Gallery. They are not permitted on your wall itself or in front of your space. However, you are free to hand them out to customers at any special event. The purpose is to keep the Gallery organized and clutter free.

3. **UNACCEPTABLE ART** Any Artwork that is offensive to the general public is prohibited. The decision on whether art is unacceptable will be made solely by the Gallery at the Gallery’s discretion. Gallery retains the right to decline and/or remove such Artwork.

4. **ARTIST TERMINATION** Notwithstanding any other provision of the Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of written notification from either party to the other with no less than two weeks notice; 30 days preferred.

5. **SOCIAL MEDIA/NETWORKS** Artist agrees to be represented on the Gallery’s Facebook page as well as other Social Media networks. Ongoing page posts and event postings will be handled by the Gallery. Artists are encouraged to repost Gallery social media and to post and share their own photos/ videos of the Gallery and/or their own work.

6. ARTIST’S CONTACT INFORMATION

FULL NAME _____

ADDRESS _____

MOBILE # _____ **HOME#** _____

EMAIL ADDRESS _____

PAYPAL _____

WEBSITE _____

FACEBOOK _____ **INSTAGRAM** _____

OF FACEBOOK FRIENDS _____ **# OF INSTAGRAM FOLLOWERS** _____

Artist’s Initials: _____

ARTIST - GALLERY CONTRACT EXHIBIT B (Continued)

8. **SPACE/RENT** Artist is occupying a minimum of **64** square feet of wall/floor/display space at a monthly rate of **\$225.00** within the Gallery for a period of _____ months commencing on _____.

9. **COMMISSION** Gallery will deduct a **10%** commission for artworks sold. Gallery will handle all sales.

10. **MONTHLY RENT AND TERMS** Artist's monthly rent is payable by PayPal, cash or check made out to the Gallery on or before the 1st of each month. A 5-day grace period will be given on rent. After the 5th day of non-payment of rent, a **\$5.00 charge per day** will be applied to rent until it has been paid.

First month's rent / Artist *became a resident* of the Gallery on _____.

11. **GALLERY CHANGEOVERS** Gallery will have changeovers the week prior to Second Saturday. During this time, Artists are encouraged to periodically rotate their artwork in the Gallery and provide new artwork to replace it. Gallery wants to maintain a new, updated and fresh look every month for customers to see.

12. **ARTIST APPLICATION LIST** The Gallery will maintain an incoming Artist Application List for reference and will contact Artists when space becomes available.

13. **NOTICE TO EXIT GALLERY** Artist will *give 30 days notice in writing to exit the gallery*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below:

Artist's Signature

Gallery's Representative

Artist's Printed Name

Date

Artist's Initials: _____