

Date Signed \_\_\_\_\_

W9 Completed \_\_\_\_\_

Artworks Information Rec'd \_\_\_\_\_

Membership Rec'd \_\_\_\_\_

## ARTIST MEMBER & ARTS COUNCIL OF WHITE LAKE-NUVEEN CENTER CONTRACT

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

CELL PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FB: \_\_\_\_\_ IG: \_\_\_\_\_ ETSY: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ OTHER: \_\_\_\_\_

**ATTACH OR EMAIL THE FOLLOWING:** A short, combined bio and artist statement (3-5 sentences) and a headshot. Email to [nuveen@artswritelake.org](mailto:nuveen@artswritelake.org)

The Arts Council of White Lake-Nuveen Center (**ACWL-Nuveen**) agrees to accept artwork on consignment, as listed on the attached inventory sheet, by \_\_\_\_\_ (**ARTIST**) for sale, for a Contract Term of one year beginning November 1<sup>st</sup>, 2024 and ending October 31<sup>st</sup>, 2025. Having fresh artwork in the gallery is important to our patrons and so the Artist is **required** to rotate artworks every six months unless an alternative timetable is agreed upon with ACWL-Nuveen staff. You may receive a reminder via email but it is your responsibility to contact the staff and schedule a time during open hours. Failure to rotate artworks is grounds for termination of contract (see TERMINATION OF CONTRACT) or may result in the Artist not being invited to renew this contract.

**WARRANTY:** Artist confirms they have created all artworks being presented by Artist; Artist possesses unencumbered title to consigned Artworks; all descriptions on inventory are true and accurate. Works involving any use of AI image generators are not allowed.

**COPYRIGHT:** Artist retains ownership of all artworks consigned to or represented by the ACWL-Nuveen. Artists reserve all rights to reproduction of the artworks. ACWL-Nuveen may arrange to have artworks photographed to publicize and promote Artist and ACWL-Nuveen, unless otherwise noted. Non-professional photography is permitted to the public in ACWL-Nuveen.

**PRICING:** Artist will establish retail sales price for each consigned artwork in consultation and agreement with ACWL-Nuveen. Factors influencing retail sales price include history of prior sales by Artist, market demand, and ACWL-Nuveen knowledge of its artwork inventory, buyers, and price-points. Artist and ACWL-Nuveen must agree to any change in artwork's price in advance. **Are you open to negotiation on artwork prices if requested by a customer, within reason?** (Please initial the option you choose) **No** \_\_\_\_\_ **Yes** \_\_\_\_\_ If yes, ACWL-Nuveen staff will contact you regarding negotiations.

**SALE:** All ACWL-Nuveen sales are in US dollars. In addition to the agreed retail price, Michigan sales tax (6%) will be charged, per item. ACWL-Nuveen will collect and remit sales tax to State of Michigan on behalf of Artists.

**MEMBERSHIP:** Annual Artist membership fee is \$65 and must be paid in full prior to artworks consignment. Artist membership is to be collected by October 31. If not paid within 30 days of the due date, your membership will lapse, and you will be asked to remove your work.

**BENEFITS & EXPECTATIONS:** As an Artist Member at the ACWL-Nuveen, you receive the same benefits as an individual member. Your artist membership fee entitles you to 10% off gallery purchases, 10% off class registration fees, and a monthly e-newsletter sent out the first and third Friday of each month. Each artist is also listed on the ACWL website ([www.artswhitelake.org/artistmembers](http://www.artswhitelake.org/artistmembers)). Once a year, the ACWL hosts an Artist Member Meet & Greet which the Artist will be invited to. We ask that artist members make a concerted effort to be involved in the ACWL-Nuveen community. We suggest you regularly rotate your artwork, attend the Artist Member Meet & Greet and encourage friends and family to shop at the gallery. Involvement can also include teaching a class, demonstrating at a fundraiser, and attending exhibition receptions. Also please share ACWL-Nuveen posts on your social media and let us know when you have an upcoming show so we can promote you!

**COMMISSIONS:** Artist's commission is 70% of the retail price of each work sold. It is considered appropriate to remit a commission to the ACWL-Nuveen on private sales when the original contact with your customer was through the ACWL-Nuveen.

**PAYMENT:** Payment to Artist will be processed within 15 days of the end of each calendar quarter (March 31, June 30, September 30, December 31), and will include all sales for the prior quarter. Checks will be void after 90 days of the date of the check. Artists can be paid via direct deposit. To sign up for this, stop by the ACWL-Nuveen with a voided check and fill out our direct deposit form.

**SPACE:** Given the variety of artwork sizes, artists displaying on walls will be allotted up to 32 square feet (4' x 8'), unless otherwise agreed upon with ACWL-Nuveen staff. Three-dimensional works will be displayed according to the physical requirements of the artwork in consultation with ACWL-Nuveen staff. Allocation of space is entirely at the discretion of the staff and/or Gallery Committee and note that Artists are not allowed to expand on their given space without approval. ACWL-Nuveen also reserves the right to refuse any mobile racks or display furniture based on space limitations.

**PRESENTATION:** All artworks must be ready for presentation. All hanging artworks should be finished and fitted with wire and able to hang on the ACWL-Nuveen hanging system. **Saw-tooth hangers will not be accepted. All works must be dry, completely assembled, framed, matted, or mounted, clearly priced, and labeled with your name.** ACWL-Nuveen reserves the right to refuse any artworks based on the quality of the presentation. For your reference, please note the example image of our hanging system. Three-D artists should consult with ACWL-Nuveen staff to determine how best to display their artwork.



**LABELING:** All artworks must have a business card or other unique label attached to each piece. ACWL-Nuveen will create labels for wall artworks to ensure presentation consistency. We also recommend leaving extra business cards at the ACWL-Nuveen, so staff have them to give to customers. Artist must provide the following information on each label or for those to be prepared by ACWL-Nuveen. Artworks brought to ACWL-Nuveen without this information will not be displayed.

- Name of Artwork
- Artist Name
- Medium
- Price

**ARTWORKS INTAKE & DURATION:** Artworks should be delivered, and previous displays updated at least every 6 months. We recommend an April update to prepare for summer and an October update to prepare for the holidays. You are encouraged to rotate your artwork more often. Please give ACWL-Nuveen staff 24-hour notice of when you plan to rotate artwork. Staff will be in contact if the inventory needs replenishment. If you would like to display work of a medium different than that for which you were originally accepted as an Artist Member, the inclusion of a new medium must be approved by the ACWL-Nuveen Gallery Committee.

**ARTWORKS DISPLAY:** Artists will be responsible for the removal and hanging of their artworks, with assistance from ACWL-Nuveen staff. All artworks must fit within your designated area. ACWL-Nuveen cannot store artwork or display structures not currently on the gallery floor. ACWL-Nuveen reserves the right to rearrange items. Artworks may be shown along with another Artist's items and grouped to optimize sales opportunities.

**TRANSPORTATION:** Delivery of artwork is the responsibility of the Artist. Artworks are expected to be delivered to ACWL-Nuveen during ACWL-Nuveen working days and hours. All packing and shipping charges, insurance costs, other delivery expenses, and risk of loss or damage incurred in the delivery of artworks to ACWL-Nuveen, shall be the responsibility of the Artist. Return costs and arrangements of delivery of artworks from ACWL-Nuveen to artist shall be the responsibility of the artist.

**LOSS OR DAMAGE:** Artworks are handled with care and expertise and with all safety measures possible, therefore, the ACWL shall not be held liable for damages or loss by theft. A group of security cameras are in place in the building but cannot be relied upon to prevent theft. The ACWL-Nuveen staff will cooperate fully with police and provide video evidence if theft is suspected. Insurance for all artworks is the responsibility of the Artist.

**TERMINATION OF CONTRACT:** Artist may not change or remove Artworks without permission, agreement, and supervision from ACWL-Nuveen staff. If Artworks are removed by the Artist prior to the ending date of the contract without permission of the ACWL-Nuveen staff, this contract will be terminated. If your membership fee is 30+ days overdue or you haven't rotated your artwork in 6 or more months, your contract ~~will~~ may be terminated. Your contract may be terminated by the ACWL-Nuveen staff/and ACWL-Nuveen Gallery Committee at any time.

**ARTWORK REFUSAL:** ACWL-Nuveen and its representatives reserve the right not to display artworks deemed inappropriate for any reason (size, space, content, presentation, etc.).

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ARTIST SIGNATURE

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ACWL-NUVEEN REPRESENTATIVE SIGNATURE

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ARTIST NAME (PRINT)

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ACWL-NUVEEN REPRESENTATIVE (PRINT)