



**Our Mission: To bring art, in all its forms, to the community and bring the community, in all its diversity, to the arts in Salem, Massachusetts.**

## **Artist Agreement**

Revised January 18, 2020

### **Artist Agreement**

Salem Arts Association Galleries and Gallery Shop are located at 159 Derby Street, Salem MA 01970. Our Salem Arts exhibition facility features gallery space, a gallery shop, workshops and learning opportunities, and other events for members and the community to enjoy. The purpose of the gallery is not to promote the work of any one artist, or group of artists, but to present the art of the entire membership equally. Every effort will be made to ensure that all artists have display opportunities and visibility for their art. Volunteers who are essential to keeping the gallery open staff the gallery. The Gallery, Gallery Shop and volunteer committees will oversee the day-to-day operations.

### **Eligibility Requirements**

The following eligibility requirements apply to Salem Arts Association artist members to display and sell art at the gallery, gallery shop, or related exhibit events and pop-ups:

- Salem Arts Association "Artist Membership" must be current with membership dues paid for the current term.
- All Artist members must accept the artist agreement on your membership profile page of [saalemarts.org](http://saalemarts.org).
- Volunteering for 3+ hours per month in the Gallery, on a committee, or other approved efforts, is required. Contact our Volunteer Coordinator ([volunteers@saalemarts.org](mailto:volunteers@saalemarts.org)) or Membership Chairperson ([membership@saalemarts.org](mailto:membership@saalemarts.org)) for opportunities, requirements and information. Volunteer training will be provided.

Hardship waivers for volunteering may be considered and reviewed by Salem Arts Board President.

Non-members may exhibit in some exhibitions as noted in the call for art documentation for each exhibit. Non-member exhibitors are not required to volunteer but are subject to increased submission fees and commissions on sales. Lapsed member status may also be subject to non-member fees and commission rates. Review each call for art for specific details.

### **Display Rules for Gallery and Gallery Shop**

Salem Arts Association will accept 2-D and 3-D artworks created in any medium. All items must be created by the individual who submits the artwork. Special themed exhibitions may include unique requirements that will be specified in each "Call for Art" documentation.

- All hanging pieces need to have a secure wire-hanging device attached to the back positioned in the top quarter of the frame height (saw-tooth hangers are NOT allowed).
- No wet paint will be accepted for display.
- All 3-D artwork and assemblages should be able to stand alone or be secured to a base, prop or framed without loose pieces.
- Large works must be able to fit through our doorway. Please discuss heavy works with the Gallery Committee before delivering to the gallery.
- Works on paper, especially prints and photographs, must be framed under glass. Exceptions must be reviewed and approved by the gallery chairperson.
- Submitted work will be rejected at take-in if these conditions are not met.

All work to be displayed in Salem Arts galleries, shop, and events will be reviewed and juried by Salem Arts Association representatives, the Gallery/Gallery Shop Committee Chairs, exhibition chairpersons, and/or invited guest jurors, to assure the works meet our display requirements, quality standards, and other exhibit specifications. The decisions of the selected jury and representatives will be considered final and not negotiable.

### **The Artist Agreement**

This Artist Agreement for services described below between the undersigned purchaser of the services (herein called "Salem Arts Association") and the undersigned Artist (referred herein as "Artist") as parties to the Agreement, hereby agree as follows:

- Regarding: Any and all Salem Arts exhibit opportunities, in
- Either formal Exhibits, in the Gallery Shop, or outside pop-up shows.
- Place of Services: Salem Arts Association, 159 Derby St., Salem, MA 01970

**Pick Up of Artwork:** Please note that artwork must be picked up on the designated dates/time specified in the exhibit Call for Art unless other arrangements have been made. If artwork is not picked up then, it will be moved to on-site storage. If artwork is not claimed within 30 days after notice from the Salem Arts Association the work/items become property of the Salem Arts Association and will be sold or disposed of as seen fit. It is the responsibility of the artist to pick up their work in a timely manner and to ensure that this is noted in the Inventory Book at the time of removal.

**Description of Engagement:** Once all eligibility requirements are met, the Artist can display and sell art per the display rules at the gallery or gallery shop.

Artwork for sale must be recorded on an inventory list with proper pricing with the corresponding price labels attached to their artwork. Properly completed lists and other required paperwork must be provided to Salem Arts Gallery/Shop personnel.

Artwork may not be removed from the gallery or shop prior to scheduled pick-up dates.

**Reproduction:** Artist agrees to allow Salem Arts Association to represent the artwork on display for the purposes of marketing and publicity. Salem Arts Association does not imply any claim to ownership or copyright. All rights remain property of the artist.

**Sales:** Sales will be handled by the Salem Arts Gallery Shop Volunteers. A Commission of 25% of the selling price is required of Salem Arts Association member artists and will be subtracted from the price before payment. Payment of 75% of the selling price will be issued to the artist by check bimonthly.

Non-members participating in exhibitions are subject to a commission of 50% of the selling price that will be subtracted from the price before payment. Payment of 50% of the selling price will be issued to non-member artists by check bimonthly.

Artist understands and agrees that work associated with this Agreement is of a short-term, contract nature. No promises or guarantees, expressed or implied, have been made to the Artist regarding the provision of contract services beyond the performance

date(s). Artist understands and agrees that he/she is not an employee of Salem Arts Association. Artist shall be responsible for payment of his/her own expenses and benefits, including licenses, benefits, etc.

**Liability & Agreement:** By accepting this agreement, the Artist agrees to release, defend and hold harmless Salem Arts Association, and all their officials and volunteers from and against any and all losses, costs, damages, liability, or expenses (including any attorney's fees) arising out of or resulting from any accident, bodily injury, property loss of the occurrences to any person or persons in service of this Agreement or any part thereof.

Salem Arts Association is not responsible for loss or damage and does not carry insurance on artwork/items. Insurance of artwork/items is the individual artist's own responsibility.

Artist acknowledges receipt of the Salem Arts Association Gallery and Gallery Shop Display Rules and agrees to follow the rules. Artist understands that failure to follow the rules will result in forfeiture of eligibility to display and sell art at the Salem Arts Gallery.

This artist agreement may be updated as needed by Salem Arts committee chairpersons and executives. Members will be notified by email when significant updates are required.

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