

## Spirit Room Contract for Gallery Exhibits

- 1) Of the art work sold by the Spirit Room, the artist agrees to donate 30% of the total sale price as a gallery commission. That amount is tax deductible by either the artist or the patron according to our 501c3 tax status. You will need to notify the Spirit Room if you use this option so that we can issue a tax deduction form.
- 2) The Spirit Room reserves the right to reject proposed work for display.
- 3) New work should comprise a gallery exhibit. The new work should reflect a series that the artist has created in one or more mediums for the exhibit. A gallery exhibit is an educational experience for both the artist to create a new body of work, and for the public to experience the development of the artist through time and changing influences . Therefore, the artist agrees to create new work for the exhibit and to display nothing older than two years. An exception is a “retrospective” exhibit which means an exhibit showing various periods in the artist’s life and stages of artistic development.
- 4) The artist agrees to submit a title for the exhibit asap. This means that if the artist is able to submit a title and medium two or three months early, the Spirit Room will forward the information to journals and quarterlies. Shorter times for submission will lessen the number of venues for promotion.
- 4) The artist agrees to supply the Spirit Room office with a short biography, two or three visual images in a PDF file for the Forum and an artist’s statement about the work, two weeks before the exhibit is hung. These documents are used in promoting the exhibit through the local media.
- 5) A list of the pieces, titles, mediums and sizes will be submitted following the hanging of the exhibit. The order of the list should reflect the hanging order.
- 6) A post card for mailing is required, within the size of a quarter page 8 \_ X 11 ( 4 to a page). Design services are available at the Spirit Room. Should the artist wish to create the postcard design, the Spirit Room will provide the SR logo, funders logos and other significant information.
- 7) A mailing will go out to Spirit Room patrons one week before the opening reception at the expense of the Spirit Room Gallery (about 45 cards). Additional cards can be provided to the artist if the order is placed before the card is produced. The postcard will be sent out on our elist as a postcard to 375 subscribers.
- 8) Unless by other arrangement, the gallery is available for public showing of the artist’s work for a period generally relating to a calendar month.
- 9) The artist should take a copy of the SR weekly schedule or check the schedule on-line at [www.spiritroom.net](http://www.spiritroom.net) so as not to interrupt classes when visiting the gallery. Classes will not be interrupted for viewing.

- 10) The artist is responsible for hanging the show and for take-down of the exhibit on the agreed upon dates and times unless other arrangements are made. Wire, tools, hooks and a ladder will be supplied by the Spirit Room. Should the artist require help in hanging the work, the Spirit Room will arrange for assistance if notified one week prior to hanging.
- 11) The artist agrees to display the work at their own risk. The Spirit Room is not responsible for theft, damage or loss of artwork. Artists are encouraged to insure their work. The Spirit Room will use its usual practices to protect the work, including security. (No thefts or damage to art work has occurred in the twelve years of gallery exhibits)
- 12) The Spirit Room will collect North Dakota Sales Tax on all sales of artwork at the rate of 6 1/2% of the 100% sale price to the art patron. The tax will be submitted to the ND State Tax Commissioner. That means that you do not need to pay tax on the sale.
- 13) The artist agrees not to transfer the body of work to another gallery for exhibition within the Fargo Moorhead area immediately following the Spirit Room exhibition (3 months). This stipulation refers to a body of the work and not individual pieces that might be shown in group shows or placed in sales galleries. A body of work would constitute ten or more pieces as they appeared in the exhibit. Moving the gallery exhibit in its entirety to other cities or states is fully acceptable. This stipulation protects the integrity of the gallery and the expense that the gallery puts into producing the exhibit and protects the artist from devaluing their work.
- 14) The exhibit will remain intact until the closing of the exhibit. The gallery is not to be treated as a sales gallery with the primary intent of selling work. Instead, the gallery should be viewed as an exhibition space providing an educational experience for both the artist and the community. Work that has been sold will be picked up following the closing of the exhibit at which time payment for purchase is due.
- 15) The Spirit Room will provide coffee, cookies and wine if there is an opening reception. Additional foods or beverages can be provided by the artist. The artist will attend the reception and give a gallery talk
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Artist \_\_\_\_\_

Gallery Representative \_\_\_\_\_

Today's Date \_\_\_\_\_

Date of exhibit \_\_\_\_\_