

WEB LISTING & PROMOTION AGREEMENT – 2023-24
FOR CONSIGNORS AND ESTATES OF EARLY (Deceased) Artists
WITH RECORD OF ONLINE LISTINGS

340 E. Ravine Dr.
Mequon, WI 53092
info@GalleryOfWisconsinArt.com
414-630-3600

The GALLERY OF WISCONSIN ART, LLC (GOWA) operates online only. Continuing its mission, the gallery promotes and sells Wisconsin Art of all periods. For estates/families/owners of artwork by Early (deceased) Wisconsin Artists, we offer the opportunity to consign and sell artwork on the GOWA website. (Contemporary artists are offered promotional listings/ads). To help elevate Wisconsin Art, we promote Wisconsin Artists and their work, and connect them to art buyers and collectors!

The Gallery (est. 2013) is relatively young and highly reputable. It receives excellent web traffic, has a large following and nation-wide mailing list to over 3000 recipients. We have a deep passion for Wisconsin Art, see a bright, positive future and building awareness of the Gallery. “We” are a small business, but have always had a large and growing appeal that fills an important need!

We invite you to share our platform, and promote Wisconsin’s historic artists – and artwork.

BENEFITS OF CONSIGNING AND PROMOTIONAL LISTINGS INCLUDES:

1. **ENDORSEMENT** by the Gallery of Wisconsin Art at www.GalleryofWisconsinArt.com
2. **EXPOSURE ON ADDITIONAL WEBSITE AFFILIATE** - www.masterpieceonline.com
3. **SOCIAL MEDIA PROMOTIONS** – with over 3,000 followers!
4. **ARTIST HOME PAGE** – Includes artist photo, biography, statement, etc.
5. **ARTWORK FOR SALE** – Up to 12 pieces of artwork shown on Artist’s page. Listings to include title of work, short description (if available), dimensions, provenance (if known) and price. Gallery will promote ALL artwork available by Artist – shown and not shown /listed or not listed (more available for sale)
6. **NEWSLETTER LISTING** - Artists are listed and promoted in the GOWA Newsletter “WI ART VIEWS” which has circulation to over 3000 contacts!
7. **NEWSLETTER FEATURE** – As time allows, gallery owner features artists/stories/trends/insights in Gallery Newsletter “WI ART VIEWS”. Estates may contribute information, photos, and help write articles.
8. **SEARCH ENGINE OPTIMIZATION** – Visitors find Artists on the internet near the top of their web search!
9. **ONE LOW CONSIGNMENT FEE** – 25% Commissions.

QUESTIONS ABOUT THE OPPORTUNITY??? – Call Ric at the Gallery 414-630-3600
or email: info@GalleryofWisconsinArt.com

FEES AND COMMISSIONS

1. No listing fee for estates or consignors of Early Wisconsin Artwork.
2. There is a 25% commission on all artwork sold by all means of the Gallery. Gallery will make every effort to sell all available artwork by the artist, including – but not limited to - artwork listed on Gallery website AND other artwork in vendor inventory available for sale when referenced, more available.
3. This fee covers software expenses and time to maintain the website, update images, create newsletters, advertising, and promotion, etc.

HOW IT WORKS

1. If you are interested in consigning, complete the agreement.
2. Email images of artwork to info@GalleryofWisconsinArt.com according to following:
 - a. Photographs of Two Dimensional paintings/prints must be “flat” and cropped “square” to all 4 edges of the artwork. (not skewed artwork)
 - b. Longest dimension to be 1500 pixels.
 - c. High resolution .jpg images but smaller than 2mb ea.
 - d. File name must include artist last name, and short title/description of art, ex: HartmanWinged1.jpg
 - e. Gallery MAY be able to help you with photos – discuss first with gallery.
3. Your personal contact information will NOT be listed on the website.
4. You retain possession of all artwork – the Gallery does not hold consignor inventory.
5. You are free to pursue other sales – just notify Gallery if art becomes unavailable.
6. If a customer expresses interest in purchasing your artwork, we will:
 - a. Notify you and confirm artwork is still available.
 - b. YOU will tell us how much you will add for shipping and insurance, and agree to shipping arrangement, service and timeline. If customers are close to you or gallery, pickup may be possible – Consignor and gallery to discuss.
 - c. Gallery will negotiate the sale with the customer (per your guidelines) including all terms, price, shipping, pickup, delivery, insurance, returns, costs, etc.
7. Buyers will send payment to the gallery.
8. After artwork is delivered safely, and at the end of the month, the gallery will send your payment (including expenses paid by purchaser) less 25% commission.
9. **If your artwork is currently on the website, but you are NOT interested in continuing, or do not respond, all of your information will be removed from the GOWA website.**
Thank you for your involvement and continued success in the future. Stay in touch!
10. See agreement attached for other terms and conditions.

Contact the gallery if you have any questions.

Thank you!

The Gallery of Wisconsin Art, LLC (GOWA) referred to as the “Gallery”, and

CONSIGNOR / FAMILY / ARTIST (YOU) hereinafter referred to as the “Vendor”,
located at

STREET ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

WWW.

OTHER WEBSITE DOMAIN

1. **WARRANTY.** You (vendor) hereby warrants that you own and/or created and possess unencumbered title to the “consigned” artworks, and that the information and descriptions provided are true and accurate.
2. **SCOPE OF AGENCY.** Vendor appoints the Gallery to act as Vendor’s non-exclusive agent for promotional purposes, online “consignment”, sales assistance, and gallery representation. Vendor shall be free to exhibit and sell anywhere under this agreement, including vendor’s personal website. Gallery will “consign” work online only and will not exhibit at a physical location. Vendor’s items will be represented on Gallery’s website, social media, online exhibitions, newsletter and promoted verbally by the Gallery.
3. **PROMOTIONAL CONSIGNMENT.** Vendor hereby consigns to GOWA online, and Gallery represents those artworks listed on page 5. Vendor retains copyright and full possession of the Artworks.
4. **DURATION OF CONSIGNMENT.** Vendor and Gallery agree that the initial term of promotional representation and online consignment is for 2024 - 2025 . Online representation may begin or end at any time that either Vendor or gallery determines. Gallery will make every effort to update online information, as promptly as possible. Web representation needs to be renewed after 2025 unless Gallery extends offer.
5. **PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote artists and artwork, and undertake promotional activities on Vendor's behalf. Promotion will be primarily on Gallery website and *may* include social media posting, emails, eblasts, newsletters, etc. as time and capabilities permit.
6. **PROMOTION BY VENDOR.** At his/her own expense, Vendor is encouraged to pursue any/all additional promotional opportunities, including their own websites. Links to the Gallery of Wisconsin Art are encouraged.
7. **FEES.** No listing fee for 2024 – 2025.
8. **COMMISSIONS.** 25% COMMISSION on all artwork sold through website and gallery promotions. You/vendor designates the gallery to handle all communications and sales. After the sale, by the end of the month, the gallery will send your payment less 25% commission
9. **PRICING.** Vendor to determine prices for artwork. GOWA guidance provided. Vendor to decide if prices are indicated on their webpage or not. The gallery may negotiate a 10% sale price only if authorized by the Vendor.

- 10. COPYRIGHT.** Online gallery shall identify Artwork with Artist's name. Vendor retains all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery *may* (at Vendors expense) arrange to have Artworks photographed to assist consignors. Gallery is not able to prevent theft or unauthorized use of images from the website. If Vendor is concerned, it is the vendor's responsibility to provide Gallery with watermarked images and/or take other preventative measures.

- 11. SALE.** Gallery agrees to handle the sale transaction on behalf of the Vendor. In addition to agreed retail price, gallery is responsible for collecting and paying all applicable sale taxes. Gallery will collect shipping and insurance costs that vendor and customer agree upon. Upon request, and with approval of gallery, vendor may handle sales transaction directly. Regardless, vendor agrees to compensate gallery for the 25% commission.

- 12. TERMS OF PAYMENT.** Gallery will pay Vendor 75% of art sale price plus 100% of shipping and insurance costs incurred. Payment within thirty days of sale less commission. If Vendor handles closing of the sale, vendor (you) agree to pay gallery 25% commission within thirty days of sale.

- 13. SHIPPING AND TRANSPORTATION.** In the event of a sale, packing and shipping, insurance, handling expenses, risk of loss, damage, or returns shall be the total responsibility of the Vendor and or/customer per their agreement. Insurance is highly recommended. Gallery not responsible for shipping, loss, or damage.

- 14. TERMINATION OF CONTRACT.** This Agreement may be terminated at any time by either Gallery or Vendor, by means of notification of termination from either party to the other. Upon the notification of termination, all promotion and online representation will cease.

- 15. DESIGNEE.** In the event of sickness or death of Vendor, the designee or estate of the Vendor shall have the right to terminate the Agreement. **List Vendor's Designee and emergency contact below:**

Name _____ Phone _____

- 16. ARBITRATION.** This Agreement shall be governed by honesty, truth, fairness, and practicality for mutual benefit, and promotion of the Visual Arts in Wisconsin. Vendor commits to an honest business relationship with Gallery, will never circumvent gallery relationship, nor withhold compensation to Gallery for its representation and promotion of vendor's art and art sales.

- 17. MODIFICATIONS.** This Agreement constitutes the entire understanding between the parties and may be amended and updated in the future by written instrument signed by both parties.

- 18. LIABILITY.** Gallery provides the online service in good faith to assist in the marketing and promotion of Wisconsin artists. Gallery believes this service to be generally beneficial for the promotion of the artist, however, the gallery does not warrant or guarantee any sales or financial benefit. Vendor /consignor agrees to hold gallery, its officers, agents and employees harmless of any claim or liability. Gallery assumes no responsibility or risk in any sales transaction. Vendor accepts all responsibility for posting personal content and contact information on the GOWA website and holds Gallery harmless.

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

PRINT NAME OF VENDOR

DATE OF CONTRACT

SIGNATURE OF VENDOR

GOWA REPRESENTATIVE

INDICATE BELOW THE INFORMATION YOU WANT POSTED WITH YOUR ARTWORK

FILL IN ALL INFORMATION

All artwork is shown on an Artist’s page. If the Gallery does not currently have the Artist’s Biography on the website, it will need to be created first. Gallery requests help from the consignor / family to provide an accurate professional biography as well as a good photograph of the artist.

- _____ Use biographical information currently on the GOWA website.
- _____ Provide Photo – will reproduce in black and white (email high quality .jpg)
- _____ Provide Birth/death dates, Professional Biography, artist statement, awards, etc.
(See website for sample biographies (500 words max – email word doc.)
- _____ Email photos of artwork to: info@GalleryofWisconsinArt.com
 - Multiple photos if helpful, front, w/out frame, signature, verso, damage, etc.
 - Photographs of two-dimensional paintings/prints should be “flat” and cropped “square” to all 4 edges of the artwork (not skewed at an angle)
 - Longest dimension to be 1500 pixels.
 - High resolution .jpg images but smaller than 2mb ea.
 - File name must include artist last name, and short title of art, ex: HartmanWinged1.jpg
 - Gallery MAY be able to help you with photos – discuss first with gallery.
 - Indicate on back of form any important information about a piece of artwork, condition, provenance, exhibition labels or awards, etc

ARTWORK SAMPLES – Up to 12 pieces maximum (can switch out pieces once per year)

	Name of Piece	Media	Art Size (HxW)	Frame Size (HwW)	Retail Price
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____

If you wish to discuss this contract or find misprints on your web page, email or contact the gallery at 414-630-3600. Sign two copies of the contract, keep one for your records, and send one back to Gallery to:

Gallery of Wisconsin Art, 340 E. Ravine Dr., Mequon, WI 53092.

Thank you!