

## WEB LISTING & PROMOTION AGREEMENT FOR ARTISTS AND CONSIGNORS WITH RECORD OF ONLINE LISTINGS

Beginning May 2019, The GALLERY OF WISCONSIN ART, LLC (GOWA) will operate primarily online with only occasional pop-up exhibitions at select venues. Continuing its mission, the gallery will promote and market Wisconsin Art of all periods by offering web listings to estates/descendants of Early Wisconsin Artists as well as contemporary artists.

This opportunity is available to Artists and/or Vendors/Consignors who have a trusted, mutually respected, flexible, and drama-free working relationship with the Gallery owner. Artists should apply for web promotion, and ideally have been juried into previous exhibition(s) at GOWA, and have the highest quality of work. Gallery may represent other new artists meeting criteria above.

### Benefits of the promotional listing opportunity includes:

1. **ENDORSEMENT** by the Gallery of Wisconsin Art at [www.GalleryofWisconsinArt.com](http://www.GalleryofWisconsinArt.com)
2. **NATIONWIDE EXPOSURE ON WEBSITE** - [www.masterpieceonline.com](http://www.masterpieceonline.com) (check it out).
3. **ARTIST PAGE** – Includes artist bio, statement, etc. – 500 words  
Awards and exhibition record allowed, but NOT current or upcoming dated exhibitions.  
Updates and changes to the web listing should be minimal – only once or twice/year.
4. **ARTIST PHOTO** - black and white mug shot of artist.
5. **ARTWORK SAMPLES** – Up to 9 pieces of artwork on your artist page. Artist to provide photos.  
Artwork should be available for purchase OR in the case of commissions, MAY be general examples from artists' portfolio. Samples include title of work, short description, dimension, price.
6. **ARTIST'S DIRECT CONTACT INFO** (unless contact through Gallery is preferred)  
**Artist's direct web address, email address and phone number.** For privacy, no street address.
7. **NEWSLETTER FEATURE** – Gallery owner will invite select artists to be featured in the monthly(?) Gallery Newsletter "WI ART NEWS". Artists will supply information, photos, and help write articles.
8. **NEWSLETTER LISTING** - When possible, all artists will be listed and/or promoted in the Newsletter "WI ART NEWS" which has circulation to over 2500 contacts!
9. **SEARCH ENGINE OPTIMIZATION** – Visitors will find you near the top of their search!

### Fees and Commissions

1. Fee for 2019 will be \$60. Future annual fee will be \$100 per year – for all or any portion of a year.
2. If a sale results through GOWA personal referral or website lead, you agree to pay a 20% referral commission to the gallery. Trust and honesty is at the core of this offering.

### How it Works

1. If interested, complete and sign agreement. Send \$60 check by June 15. Credit cards possible.
2. If you are NOT interested 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!*
3. Website Visitors and potential customers can contact the artist directly to purchase artwork.  
*(If privacy is a concern, and artists do not want their personal contact information listed on the website, the Gallery will coordinate communications and purchases)*
4. No Inventory will be held by the gallery other than their own collection.
5. Artist / consignors should be prepared to negotiate the sale directly with the customer including all terms, price, shipping, pickup, delivery, insurance, returns, costs, etc.
6. Regarding shipping, I encourage using your local UPS who will provide estimates based on size, weight, and destination. UPS will pick-up, pack, insure, and ship for you and your customer.  
Or simplify and consider determining a flat fee to ship, ie. Small \$10?, medium \$50?, large \$150?.
7. Send the gallery the 20%, and replace the item on your webpage.
8. See agreement attached for other terms and conditions. Thank you! Your Initials \_\_\_\_\_

The Gallery of Wisconsin Art, LLC (GOWA) hereinafter referred to as the "Gallery", and

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**ARTIST/ VENDOR** hereinafter referred to as the "Vendor", located at

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**STREET ADDRESS**

**CITY**

**STATE**

**ZIP**

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**PHONE**

**EMAIL**

**URL**

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 contract., including vendor's personal website. Gallery will "consign" work online only and will not have exhibitions at a brick and physical location. Vendor's items will be represented only on Gallery's website, social media, online exhibitions, and newsletter.
3. **PROMOTIONAL CONSIGNMENT.** Vendor hereby consigns to GOWA online, and Gallery represents those artworks listed On page 4. Gallery shall not permit images of the Artworks to be used for any other purposes than promotion and sale without consent of Vendor. Vendor retains copyright and full ownership of the Artworks.
4. **DURATION OF CONSIGNMENT.** Vendor and Gallery agree that the initial term of promotional representation and online consignment starts on \_\_\_\_\_, and will continue indefinitely, or unless specified on \_\_\_\_\_. 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.
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 other forms of media including social media posting, emails, eblasts, newsletters, etc.
6. **PROMOTION BY VENDOR.** At his/her own expense, Vendor is encouraged to pursue any/all promotional opportunities. No additional shared expense shall be incurred by either party without the prior consent of the other party as to the amount of the expense.
7. **FEES.** Fee for online listing and promotion is \$60 for 2019 and \$100 per calendar year thereafter. Fees are non-refundable and not prorated for any portion of any year.
8. **COMMISSIONS.** Vendor agrees to compensate Gallery for any sale resulting from a referral, promotion, recommendation, awareness, and/or contact through Vendor's posting on the GOWA website. Gallery's standard referral commission is 20% and payable to gallery within 30 days of sale. Vendor will make effort to understand source of lead and agrees to honestly and fairly compensate Gallery. Participation in conversations to avoid Gallery commissions, or failure to fairly compensate the Gallery for a referral sale will terminate the agreement.
9. **PRICING.** Vendor to determine all prices for artwork - which are expected to be consistent with their other artworks. Vendor may choose if their prices are indicated on their webpage or not. The gallery may help negotiate a sale price only if requested by the Vendor.

Your Initials \_\_\_\_\_

**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.** Vendors are encouraged to handle all sales transactions. However, upon vendor request (particularly to safe-guard the confidentiality of vendor/consignor) gallery *may* agree to handle the sale transaction for the Vendor. In addition to agreed retail price, vendor should apply and declare all applicable sale taxes.

**12. TERMS OF PAYMENT.** If mutually agreed that the Gallery handles the sales transaction, and accepts payment on behalf of the Vendor, Gallery will pay Vendor – less 20% 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.

**14. ACCOUNTING.** When/if applicable, Gallery shall furnish Vendor with a copy of bill of sale, indicating name of Artist, title of Artwork, date of sale, and sale price. Gallery will collect and pay sales tax for any transactions they conduct.

**15. 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 end. No fees will be refunded. In the event of Vendor's death, the estate of the Vendor shall have the right to terminate the Agreement. Vendor's emergency contact information: Name \_\_\_\_\_ Phone \_\_\_\_\_

**16. ARBITRATION.** This Agreement shall be governed by honesty, truth, fairness, and practicality for mutual benefit, and promotion of the Visual Arts.

**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 the service to be generally beneficial for the promotion of the artist, however, the gallery does not warrant or guarantee any sales, or imply any 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**

If you wish to discuss this contract or find misprints on your web page, contact the gallery promptly. Otherwise, sign two copies of the contract, keep one copy for your records, and send one copy back to Gallery with payment made payable to:  
**Gallery of Wisconsin Art, 303 Water St., West Bend, WI 53095**

**DETERMINE BELOW THE INFORMATION YOU WANT POSTED ON YOUR WEBPAGE.**  
 ONLY FILL IN INFORMATION YOU WANT TO INCLUDE. LEAVE BLANK IF YOU DO NOT WANT IT INCLUDED.

\_\_\_\_\_ Check if you request the gallery to handle all communications for you. (**No contact info** will be on website)

**CONTACT NAME** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**YOUR WEBSITE URL** https://www. \_\_\_\_\_

**INSTAGRAM** \_\_\_\_\_

\_\_\_\_\_ Your Photo – will be black and white on your page (email high quality .jpg)

\_\_\_\_\_ Biography, artist statement, awards, etc. (500 words – email word doc.)

\_\_\_\_\_ Use the information currently on the GOWA website.

**ARTWORK SAMPLES** – Indicate up to 9 pieces maximum below.  
 Please provide quality photos. (email high quality .jpgs)  
 Samples should be preferably available for purchase.  
 In the case of portrait work or commissions, samples may be examples from artists’ portfolio.

	<b>Name of Piece</b>	<b>Media</b>	<b>Approx. Size (h x w)</b>	<b>Retail Price (Optional)</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____

\* Ongoing updates and changes to the web listing should be minimal – only once or twice/year or as items sell.

Email photos and biography files to: [info@GalleryofWisconsinArt.com](mailto:info@GalleryofWisconsinArt.com)

Mail signed contract and payment to: Gallery of Wisconsin Art, 303 Water St., West Bend, WI 53095

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