

## WEB LISTING & PROMOTION AGREEMENT

### FOR ARTISTS AND CONSIGNORS

WITH RECORD OF ONLINE LISTINGS

340 E. Ravine Dr.

Mequon, WI 53092

[info@GalleryOfWisconsinArt.com](mailto:info@GalleryOfWisconsinArt.com)

414-630-3600

Beginning January 2021, The GALLERY OF WISCONSIN ART, LLC (GOWA) operates online only. Continuing its mission, the gallery will promote and sell 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 only to Artists /Consignors who have mutually respected, trusted, flexible, drama-free, and low-maintenance working relationship with the Gallery owner. Application is required, and quality is critical. Gallery owner reserves the right to discontinue representation when demands become excessive and unreasonable.

#### 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. Awards and past exhibition records allowed but not current or upcoming exhibitions, shows, or fairs. Updates to the web listing allowed once per year
4. **ARTIST PHOTO** - featured in listing
5. **ARTWORK SAMPLES** – Up to 14 pieces of artwork on your page. Artist to provide photos. Artwork should be available for purchase. Listings to 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** – As time allows, gallery owner will invite artists to be featured in the 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 3000 contacts!
9. **SEARCH ENGINE OPTIMIZATION** – Visitors will find you on the internet near the top of their search!

#### FEES AND COMMISSIONS

1. Promotional /listing fee is \$50 per year – for all/any portion of a year. This fee covers software expenses and time to maintain the website, update images, create newsletters, etc.
2. If you handle all communications, and aspects of a sale, there are no other fees or commissions!
3. If you want the gallery to handle communications and negotiate a sale, there is a 25% commission.

#### HOW IT WORKS

1. If you are interested in web listing, complete agreement and mail \$50 check to address listed.
2. If you want to be contacted directly to purchase artwork, your contact info must be listed. You will negotiate the sale directly with the customer including all terms, price, shipping, pickup, delivery, insurance, returns, costs, etc. No gallery commissions are charged if you do this.
3. If you want the gallery to handle communications and the sale your personal contact information will NOT be listed on the website. If you prefer this arrangement a 25% commission is charged. After the sale, the gallery will send your payment less 25% commission.
4. No Inventory will be held by the gallery, so you always retain art and coordinate shipping with buyer.
5. 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!*
6. See agreement attached for other terms and conditions. Thank you!

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

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**ARTIST/ CONSIGNOR (YOU)** 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 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, and newsletter only.
3. **PROMOTIONAL CONSIGNMENT.** Vendor hereby consigns to GOWA online, and Gallery represents those artworks listed On page 4. 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 the year \_\_\_\_\_. 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 each year.
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 of their own promotional opportunities, including their own websites. Links to the Gallery of Wisconsin Art are welcomed.
7. **FEES.** Fee for online listing and promotion is \$50 for 2021 and each calendar year thereafter. Fees are non-refundable and not prorated for any portion of any year.
8. **COMMISSIONS.** Indicate your preference below:  
  
\_\_\_\_\_ A. **NO COMMISSION.** You/vendor want your contact information listed.  
The gallery will not be involved in communications, or any aspect of the sale.  
  
\_\_\_\_\_ B. **25% COMMISSION.** 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 all prices for artwork. Vendor may decide if they want prices 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 directly. 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 is responsible for collecting 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 within thirty days of sale less 25% commission.
  
- 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 suggested.
  
- 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 end. No fees will be refunded.
  
- 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.
  
- 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 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**

**INDICATE BELOW THE INFORMATION YOU WANT POSTED ON YOUR WEBPAGE.**

FILL IN ONLY THE INFORMATION YOU WANT TO INCLUDE. LEAVE BLANK IF YOU DO NOT WANT IT PUBLICIZED.

\_\_\_\_\_ Check if you request gallery to handle all communications. (Your contact info will NOT be on website)

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

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

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

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

**YOUR WEBSITE URL** www. \_\_\_\_\_

- Also Include: \_\_\_\_\_ 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** – Up to 14 pieces maximum. Email high quality .jpgs)

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

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

If you wish to discuss this contract or find misprints on your web page, contact the gallery at 414-630-3600.  
Sign two copies of the contract, keep one for your records, and send one back to Gallery with payment payable to:  
**Gallery of Wisconsin Art - Mail Address: 340 E. Ravine Dr., Mequon, WI 53092.** Thank you!