

WEB LISTING & PROMOTION AGREEMENT - 2022

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 will promote and sell Wisconsin Art of all periods by offering web listings to estates/descendants of Early Wisconsin Artists.

This opportunity is available to Consignors who have mutually respected, trusted, flexible, drama-free, and low-maintenance working relationship with the Gallery owner. Application is required, and quality of art 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
2. **NATIONWIDE EXPOSURE ON WEBSITE** - 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. If preferred, **ARTIST'S DIRECT CONTACT INFO** (unless all 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 may 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 \$100 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. There is a 25% commission on all artwork listed, promoted and sold through gallery

HOW IT WORKS

1. If you are interested in web listing, complete agreement and mail \$100 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. 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

ARTIST/ CONSIGNOR (YOU) hereinafter referred to as the "Vendor",
located at

STREET ADDRESS

CITY

STATE

ZIP

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 \$100 for 2022 and each calendar year thereafter. Fees are non-refundable and not prorated for any portion of any year.
8. **LISTING AND COMMISSIONS.** Indicate your preference below:
 - _____ A. **YOU/VENDOR WANT YOUR CONTACT INFORMATION LISTED.**
You prefer to handle communications, and other aspects of the sale and shipping, etc.
In good faith you agree to send gallery 25% sales commission of artwork listed, promoted, and/or sold through GOWA online gallery.
 - _____ 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 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.** Upon vendor request (particularly to safe-guard the confidentiality of vendor/consignor) gallery agrees to handle the sale transaction on behalf of the Vendor. In addition to agreed retail price, vendor is responsible for collecting all applicable sale taxes. Vendors may also handle all sales transactions directly.

- 12. TERMS OF PAYMENT.** If 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. 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 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 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)

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

Email jpg photos (File Max 1500 x 1500 pixels and less than 500 kb) to: 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!