

Member Artist Agreement

Tullahoma Arts Center

Date_____

Between

Name (The Artist) _____

Address_____

Phone_____

Email Address_____

Website_____

Mediums_____

And

Tullahoma Arts Center (TAC)

(<http://www.tullahomaart.org/>)

401 South Jackson Street, Tullahoma TN 37388

931-455-1234

art@tullahomaart.org

Terms & Condition

Upon request, The Artist will provide TAC work samples for examination by the Standards Jury Committee. Submitted works will be juried on quality, creativity, originality of idea, design and execution. TAC's Standards Jury Committee reserves the right of final selection or rejection on pieces for sale or display by all participating artists. All artwork sold or displayed must have been created by the contracted Artist. TAC has the right to approve or reject any artwork for sale or display, with or without cause, at any time. If artwork is rejected, the contracted artist will be notified in writing and will be expected to remove the rejected artwork within 7 days. The Standards Jury meets once a month at its discretion.

TAC may, at its discretion, market artwork produced and/or created by The Artist. The Artist agrees that photographs taken at TAC may be used in print and electronically to promote the

Tullahoma Arts Center. Pictures may be used by TAC for the purpose of promoting and/or encouraging the public to visit and/or of encouraging sales.

Any promotional expenses incurred by The Artist or any representative of The Artist, without prior, written, mutual arrangement with TAC, including but not limited to paid advertising, mailings, etc. will be paid 100% by the artist.

The Artist will supply a bio/resume/statement of 100 words or less to be used for promotional materials which may be edited for space and content by TAC staff.

To sell items at TAC, The Artist must supply TAC an inventory list and item prices, and all work must be permanently tagged with an asking price and signed. TAC is not responsible for items not tagged clearly with pricing and/or unsigned.

Items will be entered into inventory immediately upon delivery to TAC. All inventoried items must be processed through TAC's inventory and/or sales system before the works leave the building. Sales will be recorded with a sales receipt, and in bookkeeping software.

No individual sales or trades on inventoried items are allowed, though prices may be negotiated with written notice, upon execution of the sale, to the Executive Director. An artist may remove items from inventory with a one-week (7 day), written notice. Removal of an item from the facility without a one-week (7 day), written notice will result in the assessment of a fee equal to the amount of the consignment for each item removed.

Items removed from the facility short-term which are being returned to the facility must still be removed from inventory through this process, and returned to inventory through this process, with appropriate notice.

TAC will collect a 30% service fee from member artists when their inventoried items sell. If The Artist volunteers at least 8 hours per month (during regular business hours, with the exception of key holders), TAC will collect a 20% service fee. Volunteer hours will only be counted if the Volunteer records them in the Volunteer Hours Log in the Volunteer Room. Closing on the last, regular TAC business day of the month is the drop-dead date for recording monthly hours. Volunteer hours will be reset at opening on the first, regular TAC business day of the month.

While we encourage all Artists to become members before displaying at TAC, under certain conditions, artists who are non-members may display their items for sale at TAC for a 50% service fee. Non-member artist pieces must be for sale. To simply display at TAC, all Artists must be members. The Artist will pay TAC consignment on any referrals, sales or trades with clients if artist/client contact was generated through TAC.

It is the responsibility of each artist to pay the required Tennessee sales tax on the purchase price of the item. Tullahoma Art Center does not collect sales tax and is not responsible for any reporting to state agencies. Any advice on sales tax should be referred to their tax attorney. This should be a consideration when pricing work.

TAC will be responsible for all bookkeeping. Artist has the right to inspect these records during normal business hours with a one-week (7 days) written notice. All payments to the artist will be made at the end of each month for sales processed during that month.

TAC takes great efforts to protect its inventory, including providing facility security; however, neither. Neither TAC nor its employees, volunteers or Board shall be held liable for theft or damage to inventory or display systems or promotional materials. TAC recommends The Artist obtain personal, private insurance policies for personal protection as well as for protection of personal items.

TAC has the right to require that Artists periodically change their work.

All displays, furniture, racks, shelving and promotional materials produced out of house are subject to TAC approval.

Member Artists may rent the facility for private showings of their non-inventoried works pursuant to the Facility Rental policy. Non-inventoried items sold during a rental are not subject to consignment.

This agreement may be terminated by either party giving the other party 30-day, written notice. After the termination date, The Artist has 30 days to remove artwork from TAC. After 30 days, TAC reserves the right to charge fair market-rate storage fees for items left at TAC, up to 5\$ a day for each item.

In witness whereof, each party to this agreement has caused it to be executed at TAC on the date indicated above.

_____ Artist _____ Date

_____ TAC _____ Date