

plein air



Grand Marais



JOHNSON HERITAGE POST ART GALLERY

2019 ARTIST-GALLERY AGREEMENT

Parties

Artist's Name _____

Elizabeth Davis, Gallery Manager
Johnson Heritage Post Art Gallery (JHP)

Mailing Address _____

115 W. Wisconsin St.

P.O. Box 1293

Grand Marais, MN 55604

Phone _____

(218) 387-2314

Email _____

jhp@boreal.org

Consignment and Display of Paintings for Plein Air Grand Marais

1. **Agency, Purposes.** The Artist appoints JHP as agent of all the paintings created by Artist during Plein Air Grand Marais, September 6-13, 2019 for the purposes of promotion, exhibition, and sale.
2. **Exclusive Representation.** The Artist appoints JHP as their sole representative to sell or otherwise make available for acquisition to the public, the Artist's paintings created during Plein Air Grand Marais.
3. **Consignment.** The Artist hereby consigns to JHP, and JHP accepts, the paintings listed on the accompanying Inventory which is a party of this Agreement. Additional inventory may be added for off-the-easel sales as provided below.
4. **Authority.** Works of art may be accepted only by the Gallery Manager of JHP except as provided for off-the-easel sales.

5. **Off-the-Easel Sales.** JHP's 30% gallery commission applies to Artist's off-the-easel sales during Plein Air Grand Marais. In the event of an offer to purchase one of Artist's paintings in progress or otherwise outside of JHP during Plein Air Grand Marais between September 6-13, 2019, Artist agrees to refer the purchaser to JHP with a note including Artist's name, painting title and price, to pay for the painting at the cashier. JHP shall include the painting in the Artist's Inventory and to pay Artist's share of the price as provided herein.
6. **Warranty.** The Artist warrants that all the paintings in the Artist's Inventory are solely the original work of the Artist, and that each painting was created *en plein air* in Cook County, Minnesota, or from the Pigeon River to the Caribou River, from September 6-13, 2019.
7. **Duration of Consignment.** The parties agree that the Consignment term for exhibited paintings is to be Friday, September 13, to Sunday, October 6, 2019. Artist agrees not to request retrieval of their paintings earlier than October 6, 2019. JHP requests that the Artist retrieve or make advance arrangements for the removal of exhibited paintings no later than 2 days after the Exhibition closing date of October 6, 2019. Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of paintings from JHP to the Artist are solely the responsibility of the Artist.
8. **Responsibility for Loss or Damage; Insurance.** JHP shall be responsible for the safekeeping of exhibited paintings while they are in its custody. JHP shall not be liable to the Artist for paintings' loss or damage, unless the conduct of JHP amounts to greater than ordinary negligence. JHP does not provide insurance for artworks.
9. **Fiduciary Responsibility.** The Artist's share of proceeds from sales of Artist's paintings shall be held in trust for the Artist.
10. **Removal from Gallery.** JHP shall not lend out, remove from premises, or sell any painting except pursuant to the terms of this Agreement.
11. **Pricing, Commission, and Terms of Payment.** JHP shall sell the Artist's exhibited paintings only at the price stated by Artist in the Inventory. JHP's Gallery Commission shall be 35% of the sale price. JHP will collect and remit applicable sales tax. Any change in the sale price of a painting must be communicated to JHP in advance of the painting's sale. JHP shall pay all amounts due to the Artist within thirty (30) days of the closing date of the Exhibit.
12. **Promotion.** The parties agree that JHP shall promote the sale of Artist's exhibited paintings, and may use images of Artist's paintings in social media and/or advertising. JHP agrees to provide adequate display of paintings, and to promptly replace Artist's sold paintings with Artist's paintings in reserve, if any. JHP shall clearly identify each painting with Artist's name.
13. **Reproduction.** The Artist reserves all rights to the reproduction of their paintings, except as provided above for promotion of the exhibit and of Plein Air Grand Marais.

14. General Conditions.

- a. JHP has sole authority to determine or direct placement of paintings in the Exhibit, to adjust lighting, affix labels, or otherwise make decisions concerning the layout of exhibit.
- b. No paintings shall be moved or labeled except at the sole discretion of JHP.
- c. Artist may turn in paintings for the Exhibit from 10am to 4pm on Thursday, September 12 and from 8am to 11am on Friday, September 13. The Gallery will close at 11:00am on Friday, September 13 for installation and for the juror to judge the exhibit.
- d. The Exhibit will open for Plein Air Grand Marais registered artists and VIPs such as event sponsors and donors starting at 4:00pm on Friday, September 13, 2019. The public reception begins at 5:00pm, and awards will be announced beginning at 7:00pm.

15. Choice of Law; Entire Agreement; Severability. The parties acknowledge that this Agreement is governed and to be interpreted under the laws of the State of Minnesota, that proper venue is in Cook County, Minnesota, and that this is the entire agreement between the parties. Any part of this agreement found enforceable by a court shall not affect the validity and enforceability of the remainder of the agreement.

Signed and agreed by the parties:

Date: September ____, 2019

Artist's Signature:

Date: September 6, 2019

/s/ Elizabeth Davis, Gallery Manager
Johnson Heritage Post Art Gallery
115 W. Wisconsin St.
P.O. Box 1293
Grand Marais, MN 55604
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Attachment: Artist's Inventory

