



EASTBANK ART GALLERY & STUDIO

A CO-OPERATIVE OF REGIONAL FINE ARTISTS

8th & RR Center, 401 EAST 8TH STREET, SUITE 116, SIOUX FALLS, SD

PHONE: 605.977.2667 EMAIL: EBAG116@HOTMAIL.COM

You (artist/exhibitor) _____, are entering into an agreement
with the EastBank Art Gallery and Studio on (date) _____, 20_____.

PURPOSE OF THE CONTRACT

This contract is an agreement between the guest artist and gallery corporation to exhibit and sell works of art in the EastBank Art Gallery and Studio, Sioux Falls, SD.

OBLIGATIONS OF THE PARTIES

The guest artist/exhibitor will display and sell their work in the gallery; and upon the sale of their work, a 35% commission fee will be retained by the gallery. Individual sales will be totaled once a month, at which time the guest artist/exhibitor will be reimbursed for the sale of their artwork minus a 35% commission fee on each sale. All work displayed in the gallery by the guest artist/exhibitor will be for sale – no items are to be marked NFS. If a work of art by the guest artist/exhibitor leaves the gallery during the agreed-upon exhibit time, EastBank Art Gallery and Studio will receive the 35% commission fee regardless whether the artwork was sold or traded.

The EastBank Art Gallery and Studio will provide liability insurance and security for proper display. The gallery will maintain membership in EastBank Retail Association, Main Street Sioux Falls, and the Fine Arts Trolley Tour. The gallery will be responsible for hanging the guest artist/exhibitor's work and will move display areas at its discretion.

TERMS OF CONTRACT

The term of the contract will be for two months.

REPRESENTATION AND WARRANTIES

- The guest artist/exhibitor has the same privileges of display and commission fees as the other guest artists of the gallery while under contract with the gallery.
- The guest artist/exhibitor hereby warrants that he/she created and possesses unencumbered title to the works of art on inventory in the gallery and that their descriptions are true and accurate
- EastBank Art Gallery and Studio reserves the right to photograph, scan, copy or reproduce any work of art displayed in the gallery for promotional purposes.
- EastBank Art Gallery and Studio reserves the right to limit the number of 3-dimensional works of art on display as size and space limitations demands.
- The guest artist/exhibitor reserves the right to remove artwork from the gallery at their discretion after proper documentation with one or more board members.

LIABILITY

The EastBank Art Gallery and Studio provides liability insurance to provide compensation to third parties who are injured or whose property is damaged due to the fault of the gallery. The board members and members of the EastBank Art Gallery and Studio will take precautions to secure and protect individual pieces of artwork, but they do not insure individual pieces and are not responsible for losses incurred while the work is being exhibited in the gallery or being used for promotional purposes by the gallery. It is recommended that the guest artist/exhibitor insure their own artwork.

TERMINATION OF CONTRACT

The contract will be terminated if the gallery discontinues its operation. The contract will be terminated if an unresolved default occurs, and the contract is terminated by a vote of the Board of Directors.

DEFAULT

The contract will be in default for the following reasons:

- Failure by the guest artist/exhibitor to represent the mission of the gallery as determined by the board of directors
- The operation of the gallery ceases and is no longer in business

DISPUTES

The guest artist/exhibitor will meet at the earliest convenience, but no later than 7 days of notification, with two or more members of the board of directors when a default occurs, in an attempt to resolve the default. Failure to resolve the default will result in a recommendation to nullify the contract by two or more board of directors. The contract will be null and void by a majority vote of the directors present at a regular or special meeting of the board of directors voting to void the contract.

INDEMNIFICATION

The guest artist/exhibitor shall indemnify and hold the gallery and its volunteers, directors, officers, shareholders, agents, successors, and assigns harmless from any claim, loss, liability, damage or expense, including reasonable attorney's fees, arising out of any claim lawsuit, or demand which is inconsistent with any of the warranties and representations of this agreement.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws of the state of South Dakota and any dispute arising under this Agreement shall be resolved solely in the state or federal courts of the state of South Dakota venued in Sioux Falls, South Dakota or the closest federal court in South Dakota, with each party submitting to the jurisdiction and venue of such court.

ASSIGNMENT

The contract granted to the artist/exhibitor is personal and shall not be assigned or otherwise transferred to any other party or individual.

SIGNATURES

Guest Artist/exhibitor: _____

Complete address: _____

Home phone: _____ Work phone: _____

E-mail (please PRINT): _____ Website: _____

Signature: _____ Date: _____

EastBank Art Gallery and Studio (signatures of two directors required)

By: _____ Position: _____ Date: _____

By: _____ Position: _____ Date: _____