

Date Rec'd _____
Ck _____ Cash _____ Chg _____

Artist #:
Artist:

**2023 Artist Contract
Participating Artist Membership
Contract for Display and Sale of Art 1-1-2023 to 12-31-2023**

WHEREAS, the Art Center of Estes Park, a non-profit Colorado Corporation, 517 Big Thompson Ave Unit 201, Estes Park, Colorado 80517 (970-586-5882), hereinafter called "Art Center", wishes to display and sell certain artwork of the undersigned Participating Artist, hereinafter called "Artist", and

WHEREAS, Artist wishes to exhibit and sell certain artwork in the Art Center's gallery, located at **517 Big Thompson Ave Unit 201, Estes Park, Colorado, 80517.**

NOW THEREFORE, and in consideration of mutual covenants contained herein, Artist and Art Center agree to cooperate in the display and sale of certain artwork under conditions as follows:

1. Artist agrees to be a Participating Artist Member of the Art Center for a period of one year, beginning on the first day of January, 2023, and to pay a non-refundable membership fee of **\$ 150.00** for this period. (**\$75 if juried in September – December of this year**). Family artist membership consists of no more than two artists and a non-refundable membership fee of \$150.00 per artist.

2. While this contract is in effect, Artist agrees to provide original artwork as described on the Artist Inventory Form for exhibit and sale in the Art Center's gallery.

3. Artist agrees to complete a new inventory listing using 2023 inventory form prior to the first show of 2023. Artist agrees to verify inventory in June 2023. Art Center will be responsible for 60% of the retail price as listed on the Inventory Form on an item listed as missing, if Artist has notified Art Center Treasurer of missing item. Art Center will not be responsible for payment of missing items not reported by these deadlines.

4. In consideration for this service, Artist agrees to one of the following staffing options: (**initial your option choice.**)

_____ Option 1: Staff the Art Center's gallery as a volunteer (without compensation), during open hours, twelve full days or twenty- four half days per year with **approximately 2/3 of the time scheduled between May 15 and November 1** or the equivalent service in support of the Art Center while this contract is in force and **will serve on at least one committee.**

_____ Option 2: Staff the Art Center's gallery as a volunteer (without compensation), during open hours, twenty full days while this contract is in force with no committee obligation.

_____ Option 3: Pay a fee of \$650 annually in lieu of staffing 12 days (72 hours per year), with no committee obligation.

_____ Option 4: Pay a fee of \$325 annually and staff the gallery 6 days or 36 hours per year between May 15 and Nov 1 with no committee obligation.

2023 hours of operation are:

January 6 - May 18	11 a.m. to 5 p.m. - Friday through Monday
May 19 – October 23	11 a.m. to 5 p.m. - Daily
October 24 - December 18	11 a.m. to 5 p.m. - Friday through Monday
December 19 – 29	11 a.m. to 5 p.m. - Daily
Closed: April 9 – Easter; Nov. 23 – Thanksgiving;	
Closed: December 24 & 25 - Christmas, 30 & 31 - New Years	

It is the responsibility of the artist to sign up for staffing to meet contractual obligations via the online staffing calendar. It is the responsibility of the artist to find a replacement if the artist is unable to staff the gallery. Staffing obligations not met in this calendar year will carry over to the following year. If you staff more than your required number of days, the excess days will also carry over to the following year. The Artist hereunder is an independent contractor and under no circumstances is considered an employee of the Art Center. Staffing requirement for family artist membership is 12 days a year per family.

Your staffing requirement for 2023 is:

Artists selecting option #1 above shall serve on at least one project committee, in addition to their staffing requirements. The list of committees will be reviewed and approved by the Board annually, and may include, but not be limited to: Exhibit; Hospitality; Plein Air; Marketing and Volunteer Pool.

5. Prior to signing this contract, Artist agrees that he/she has received, read and will comply with "Participating Artist Policies and Procedures" attached to this contract.

6. Artwork is accepted for a forthcoming exhibit only on published turn-in dates unless arrangements have been made with the Gallery Manager.

7. For work sold Art Center agrees to pay the Artist 60% of the retail price listed on the Artist Inventory Form for general sales, and 70% for inventory sales held annually and 85% for books or calendars of the artist's artworks. Art Center shall collect and pay all sales tax due thereon.

8. Art Center shall issue payments via the **Bank of Colorado Payment Processing Center, P.O. Box 1029, Hickory, NC 28603-1029** with a listing of items sold for the month emailed from treasurer@artcenterofestes.com on all such sales to the Artist by the 10th of the month after the month of sale.

9. Artist agrees that, during the period the contract is in force, Artist shall pay to Art Center 15% of any sale of artwork that result from a referral by the Art Center. In such case Artist shall collect and pay all sales tax due thereon.

10. Artist agrees that, sales made as a result of Facebook publicity, shall have a commission paid to the artist of 60% if the sale and sales tax is collected by the Art Center. If the artist sells item personally, the artist shall pay the Art Center 15% for the referral and will be responsible for collecting the appropriate sales tax.

11. Art Center, through its insurance, will be responsible for 60% of the retail price for theft, breakage, or fire for items listed on the inventory form. Art Center liability covers only artwork submitted in accordance with "Art Center Policies and Procedures."

12. Artist agrees to obtain/maintain a release for the right to use an individual's photograph or image when composing work to present for sale at the Art Center or satellite exhibit.

13. Art Center agrees to display Artist's artwork attractively and fairly. Art Center Board of Directors or Gallery Manager has the right to accept or reject any offered artwork and shall rotate artwork as exhibit space requires.

14. Artist agrees to pick up unsold artwork promptly after requested to do so by the Art Center Gallery Manager.

15. Upon notice of termination or non-renewal of annual contract, Artist agrees to make arrangements to have unsold artwork picked up within 30 days of such notice. Any work in the gallery after this date becomes the property of the Art Center. An appointment for pickup must be made in advance with the Gallery Manager.

16. Non-compliance by the Artist with any condition within this contract will render this contract void. If an artist has not fulfilled the requirements, the artist's work will not be shown until arrangements are made to fulfill the obligation.

17. Art Center Board of Directors has the right to **exempt** certain conditions of this contract, as listed below:

a. Emeritus status – no fee as outlined in section 1, and no staffing or committee assignment as outlined in section 4:

b. As previously arranged, in lieu of staffing the gallery, as outlined in Section 4, I agree to following assignment(s):

18. Committee appointments for staffing option #1 only are made by the board upon receipt of your contract. Artists selecting contract option #1 shall serve on at least one project committee, in addition to their staffing requirements. The list of committees will be reviewed and approved by the Board annually, and may include, but not limited to: Education; Exhibit; Plein Air, Marketing and Volunteer Pool. Committee duties are listed in the artist policies and procedures.

Each committee chairperson will ask committee members from the previous year for a commitment to serve on their committee for the following year.

Your 2023 committee appointment is:

19. Volunteer Hours: Please estimate the number of volunteer hours you contributed in **2022**. (These hours are submitted on the Art Center IRS 990 annual report and used when writing grants for the center.)

_____ Board activities	_____ Gallery Staffing	_____ Art Market
_____ Education	_____ Exhibit	_____ Exhibit Schedule
_____ Hospitality	_____ Jury	_____ Plein Air
_____ Membership	_____ Marketing	_____ Mentoring
_____ Volunteer Pool		

20. The Art Center in accordance with IRS regulations will prepare a 1099 for any artist with \$600 or more total Art Center income (sales, awards, class instructor fees) during the 2022 calendar year. The information below is to be completed as it is to appear on the 1099. (This is the required IRS I-9 information to be obtained by the Art Center of Estes Park)

21. By providing an e-mail address below, the artist gives permission to receive Art Center information via e-mail.

22. By signing this contract, the artist gives permission for the Art Center to post individual images of the artist's work or artwork on display in the gallery on Facebook or other promotional purposes.

23. Full payment of dues and fees (4. option 3 or 4) in lieu of staffing **must be paid** with acceptance of this contract. **Art work will not be displayed in the gallery until all fees are paid.**

24. The undersigned (**PRINT CLEARLY**) accepts the conditions of this contract on the date hereof.

_____	_____
Date	AC Artist #
_____	_____
Participating Artist Signature	Printed Name
_____	_____
Social Security Number	Medium
_____	_____
Mailing address	City, State, Zip
_____	_____
Phone Number	E-mail Address

All lines must be completed prior to contract acceptance and thanks for writing legibly.



Art Center Treasurer

Please return signed contract with payment to Alice League, Treasurer/Accountant to the Art Center no later than **January 4** when new work is due for the January show.

If mailing your contract, **please mail no later than December 27** to be received by the first of the year. **Mail to Art Center of Estes Park, 517 Big Thompson Ave Unit 201, Estes Park CO 80517.**