



Gallery Contract

This agreement is between _____ (the Artist) and Scarab Creative Arts (the Gallery).

AGREEMENT made as of _____ day of _____, 2023, between _____, (hereinafter referred to as the “the Artist”), and Scarab Creative Arts (hereinafter referred to as “the Gallery”), located at 729 East Divisadero Avenue, Fresno California 93721.

I. Time

1. The Artist will have use of the gallery for a show that coincides with the monthly cycle of Fresno Arts Council ArtHop events, occupying the gallery space at the Gallery for approximately one month.
 1. Receptions:
 1. The opening reception will be held on the first Thursday of the month from 5 to 8 p.m.
 2. Additional receptions:
 1. The artist can host a closing reception on the final Friday of the monthly ArtHop cycle (the last Friday before the first Thursday of the subsequent month).
 2. Additional private receptions may be held throughout the month, per arrangements made and agreed upon with the Gallery.
 3. The dates for the receptions must be put on the Scarab Gallery master calendar by the end of the day of the ArtHop reception (first Thursday of the month).
 2. Transportation and hanging of the art:
 1. Dates for delivery and pick up of the art will be determined one month prior to the opening of the show.
 2. Dates of installation and take down will be determined one month prior to the opening of the show.
 3. The Artist may or may not be involved in the installation, to be determined one month prior to the opening of the show.
 3. The Artist will leave the gallery in good repair for the next artist to begin hanging their show on the Monday prior to the next ArtHop event. All repairs will be made on the Saturday late afternoon, to be completed by Sunday prior to the subsequent opening reception,.
 4. The Artist will provide the Gallery with an Email Marketing list no later than 15 days before the opening reception. The email marketing list will be forwarded by email to info@ScarabGallery.com.

2. The Artist will submit the following to the Gallery
 1. at least 30 days prior to the opening reception:
 1. Name of the show
 2. Name of the Artist as the Artist chooses to be represented
 2. at least 15 days prior to the opening receptions, optional one or more of the following:
 1. CV
 2. Resume
 3. Artist's Bio
 4. Artist's Statement
3. The Artist will meet with a representative of the Gallery to review the Gallery equipment and discuss needs for the show no later than one month before the opening reception.

II. Works Exhibited

1. The Artist represents and warrants that the exhibited art is the original work of the artist and that sale of the property does not violate any property right or copyright and does not contain any libelous or unlawful matter.

III. The Exhibit

1. The Artist will install the show per prior discussion with the Gallery representative.
 1. The Artist will supply and install labels for the pieces.
 2. All work will remain on display for the full duration of the show.
2. Pricing
 1. A detailed list of the works of art will be provided by the Artist to the Gallery with the following for each work of art (per example provided):
 1. Name or other reference to the work
 2. Price of the piece
 2. Works are numbered, referenced by number to a price list. The price list is posted in the gallery and/or copies available for patrons, and held at the sales desk.

IV. Sales

1. All sales of work exhibited in the gallery show will be processed through the Gallery sales
 1. The Gallery will accept cash or credit cards for sales.
 2. The Gallery will collect and report sales tax on works sold.
 3. The Artist will collect on the billing procedure in the event a buyer requests to have a piece of art shipped after the show closes.
 4. Compensation to the Artist will be as follows:
 1. 70% of gross sales price
 2. Deduction for half the credit card fee in the event an American Express credit card is used
 5. W9
 1. The artist must provide the Gallery with a current W9 before payment for works sold can be made.
 2. Provided a W9 is on file, check will be within 30 days of the end of the show
2. Works sold from the gallery show will be marked sold and left on display in the gallery until after the last day of the show.

1. Patrons can pick up their work on the last Sunday of the ArtHop cycle, when the show is coming down.
2. The Artist will package and distribute or ship the work to the patrons.

V. Marketing

1. The Gallery will market for customers to attend the opening reception using the following:
 1. Social media posts
 2. Inclusion in Fresno Arts Council marketing
 3. Emails to the email list maintained by the Gallery
 4. Emails to the Artist's email marketing list provided
2. The Artist is responsible for contributing to marketing.
3. Additional private receptions can be held to promote the Artist's works. The Artist and the Gallery personnel will discuss the logistics of the additional reception(s).

VI. Availability of the Gallery for Visitors

1. The regular opening hours for the studio/gift shop are:
 - a. Fridays, Noon to 6 p.m.
 - b. Saturdays, Noon to 4 p.m.
 - c. By appointment, any time
2. Our arts center hosts classes, events, and parties, sometimes in the gallery. There may be times during open hours when the gallery is in use. When planning to bring your friends or clients to the gallery, please confirm the gallery will be exclusively available for your viewing.
 - a. Refer to our web site calendar for conflicts:
<https://www.scarabgallery.com/classes>
 - b. Consider any event or class will have set up time prior to the event.
 - c. Feel free to request an appointment any time outside of our regular business hours for your gallery visit.
 - i. 559.285.2878
 - ii. ScarabCreativeArts@gmail.com

VII. Liability

1. The Gallery takes no responsibility for loss of art in the gallery from theft, fire, flood, vandalism, or any other act that damages or destroys the art.
2. The Artist is advised to:
 1. Check with the Artist's insurance sales representative to see if works are covered by Homeowner's Insurance
 2. Purchase a rider to cover the works on display in the Scarab Creative Arts gallery.

VIII. Refreshments

1. The Gallery will provide bottled water to serve guests at the receptions
2. The Gallery may arrange for vendor(s) for food at receptions.
 1. Food provided by vendors is not at the expense of the gallery.

IX. Leaving the gallery space as it was found

1. The Artist agrees to leave the Gallery space in good repair, in the same condition it

was before the Artist installed artwork and labels.

1. Paint
 1. Walls painted for the Artist's show
 1. Paint for full walls painted to complement the show must be purchased by the Artist.
 2. The labor for returning the walls to their original paint color must be paid for by the Artist.
2. Damage
 1. Any damage to the facility brought about in any way by the exhibition of the Artist's work will be repaired by the Artist or repaired by a professional to be paid by the Artist. The worker will be decided by Gallery owners.
 2. The method for repair is to be decided at the discretion of the Gallery owners.
 3. The Gallery reserves the right to approve the quality of the repair.
 4. Repairs must be made immediately in order to allow the subsequent artist time to ready for the next ArtHop cycle opening.

X. Responsibilities

1. The Artist takes responsibility for providing and paying for:
 1. transporting the work
 2. packaging
 3. shipping
 4. insurance
 5. labeling
 6. special installation requirements (per prior arrangement with the Gallery)
 7. contributing to marketing
2. The Gallery takes responsibility for:
 1. providing the venue for the show and receptions
 2. managing sales, taxes, and sales records
 3. being open for viewing and sales of the artwork during the Gallery open hours with additional hours available to customers by appointment
 4. The Gallery will provide the Artist with an accounting of the sales, including:
 1. Name or other reference to the work
 2. Price of the piece
 3. Name of the buyer
 4. Buyer's contact information
 5. Notes on each sale (date, sales person)

XI. Additional Terms

1. The Artist retains artistic control over the exhibition of the artwork.
2. The Gallery agrees not to pledge or encumber any works in its possession, not to incur any charge or obligation in connection herewith for which the Artist may be liable.

XII. Disputes

1. All disputes arising under this agreement shall be submitted to binding arbitration before an arbitrator in Fresno, California.
2. The arbitration award or judgment may be entered in any court having jurisdiction thereof.

3. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of less than \$100.
4. The cost for arbitration will be split 50:50 between the Artist and the Gallery.

XIII. Governing Law

This agreement shall be governed by the laws of the State of California.

Artist (signature) _____ Date _____
Artist (print) _____

Gallery _____ Date _____

Maggie Courtis, owner

Scarab Creative Arts
729 East Divisadero, Fresno, CA 93721