

**BCAC ICE HOUSE MALL GALLERY**  
**ARTIST EXHIBIT AGREEMENT**

(stamos 1-22-14)

This BCAC Gallery Exhibit Agreement between \_\_\_\_\_ (hereafter referred to as “Artist”) and the Barrington Cultural Arts Center (BCAC), PO Box 3005, Barrington IL 60010, sets forth the following terms and conditions for the display and sale of art at the **Ice House Mall Gallery**, 200 Applebee Street, Barrington, IL. “Gallery Committee” is the BCAC group assigned to manage this gallery. “Business Owner” and “Mall Owner” refer to the owner of the Ice House Mall at the same above location. This agreement is dated and executed as written below.

The Artist agrees to comply fully with the **BCAC Ice House Mall Gallery Rules and Procedures** as *attached to this agreement*.

The Artist agrees to provide to the Gallery Committee an **Inventory List** of the art to be exhibited. This list must cross reference the art exhibited in the Gallery and must be updated following any art changes in the Gallery.

The Mall Owner provides the space for this Gallery. The Mall Owner does not set pricing for the art, handle the business of the artists or require any exclusive rights to representation of the art.

The Artist agrees to pay all taxes related to the sale, as required by law.

The Artist assumes full responsibility for care, safety and security of the art and agrees to indemnify and hold harmless this Mall Owner, BCAC and the village of Barrington (including those associated with these organizations such as employees, volunteers, trustees or officers) from any loss or damage occurring to the art.

The Artist agrees to indemnify, hold harmless and reimburse the Mall Owner and BCAC against any and all law suits, claims, demands, damages, liability, losses, cost and expenses including reasonable attorney’s fees, that may arise or be alleged to have arisen out of, in connection with, or related to the Artists’ use of or operations within this gallery space.

If the Artist fails to comply with this agreement, BCAC or the Gallery Committee may remove art without notice, and require pickup within 5 days. Continued BCAC exhibition opportunities may be at risk.

The provisions of this agreement shall be severable in the event any provision is deemed invalid or unenforceable. This agreement shall be construed according to the laws of the State of Illinois.

I, the Artist, agree to all the terms and conditions contained in this agreement.

DATE: \_\_\_\_\_ Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

DATE: \_\_\_\_\_ BCAC Authorized Signatory: \_\_\_\_\_

**Artist: REMEMBER! Attach (1) Inventory List Completed and Signed by you and  
(2) Gallery Rules and Procedures also signed by you.**

## **BCAC ICE HOUSE MALL GALLERY RULES AND PROCEDURES**

*(To be read, signed and dated by the participating artist, and attached to the Exhibit Agreement. These rules and procedures are subject to change at the discretion of the Gallery Committee, as necessary.)*

NOTE: Any BCAC member artist may display work in the Gallery *in accordance with these Gallery Rules and Procedures*. The finite Gallery space limits total participation at any one time to no more than **20 artists**.

**Time Duration of the Art Display.** The Artist agrees to a minimal **3-month participation commitment** and may opt to remain in the Gallery for additional 3-month periods. Should the demand for participation increase beyond the Gallery's physical space, a rotation schedule is put into effect to provide equal access to the gallery for all qualified members.

**Rent.** The Artist agrees to pay **\$15/month** for a 3-month period totaling \$45. (New artists may join the IHM Gallery at the beginning of any month @ \$15/month until the next renewal date.) Payment is via checks made out to BCAC and mailed to BCAC's PO Box or left in the cash box in the gallery desk. The 3-month periods begin on February 1, May 1, August 1 and November 1.

**Staffing.** The Artist agrees to staff the Gallery a **minimum of one 3-hour shift per month** per the monthly schedule as issued by the Gallery Committee. The Artist is responsible for signing up for shifts. (Artists may be asked to staff more than one shift per month due to some months having additional slots. Artists who are unable to staff their assigned shift **MUST** make arrangements with another Gallery artist to cover their absence and then cover an additional scheduled shift.)

**Allocated Space.** The IHM Committee is responsible for allocating space for new exhibitors and making any desirable adjustments in existing positions. The Gallery accommodates a maximum of 20 2-D artists.

Each 2-D Artist is **assigned a numbered wall space and cannot hang his/her art outside this space.** (Spaces were initially assigned via a *drawing alphabetically by last name by the Gallery Committee.*) When a 2-D Artist is rotated into the main window as "artist of the month," his/her wall space may be filled by the previous artist of the month.

**Waiting List.** The Gallery Committee maintains (if necessary) a waiting list of BCAC member artists wishing to exhibit in the Gallery. The Committee will notify *all current* Gallery Artists when a space becomes available. Any interested Gallery Artists must contact the Gallery Committee *within a week of notification*. If no current Artist is interested, the first Artist on the waiting list will be invited to exhibit. If that person elects not to join the Gallery, the second on the list will be invited, etc. The 2D artist initially invited will remain at the top of the waiting list.

If space is available, participating artists may choose to rent additional space at the same rental fee. The Chair will coordinate this based on available space and interested artists.

**Bin Rentals.** Two bins for holding prints are available to rent at **\$10 for a three-month rotation.**

**Art JPEG Images/Biography.** Upon joining BCAC, the Artist must provide **six (6) JPEG images of artwork** on a CD or emailed to the president who presents them to the Art Review Committee. The Review Committee reserves the right to refuse any art not consistent with BCAC's quality requirements. The Artist gives BCAC permission to retain and reproduce his/her JPEG files for publicity and information purposes. The Gallery Committee may wish to review the art as well for appropriate quality and content. Additionally, the Artist provides the Gallery Committee Chair with a resume or promotional biography for use in press releases and announcements.

**Art Inventory List.** Each Artist must *complete* and *sign* the attached IHM Gallery Inventory List of the art to be exhibited in the Gallery during the committed period. This inventory lists **itemize each art item by title and retail sale price** and are retained in the "Inventory Binder" on the Gallery desk. The Artist must *update* this Inventory List immediately following the sale or removal/addition of any listed art. The Committee will regularly check the Inventory Book listings against art exhibited in the gallery.

**Transport and Removal of the Art.** The Artist is responsible for transporting the art to the Gallery on the committed beginning date and hanging the art as well as removing any unsold art on the committed ending date.

**Art Requirements.** All art must be the **original** work of the Artist and **signed** by the Artist. It must be delivered to the gallery **suitably framed or wrapped edges painted and wired for hanging properly.** The Artist (by signature and date on this document) warrants that the art is *without any liens against it or allegations or claims of copyright or other infringement.* Multiples of original art must have edition numbers and may not be mass-produced or photo reductions.

**Art Labeling.** All art must be labeled with the following information in a tasteful and professional manner and format.

Artist Name

Painting Title

Medium

Price

Personal contact information (e.g., phone, email, address)

Additional painting description is optional at the bottom of the label (i.e. below price), is space permits.

This same information must be *attached to the back of the art.* (Exceptions: pastels or watercolor may pose problems attaching on paper backing.) Three-dimensional (3)-D art must be labeled with the same information as it applies but format may necessarily vary.

**Art Pricing.** *The Artist sets pricing for his/work.* BCAC does not set pricing or require any exclusive rights to representation of the art. Sale prices are **not** permitted except for a scheduled Gallery-wide sale.

**Art Content.** Art subjects that are *nude* or *political* in nature are *not* accepted in the Gallery. Any questions regarding content or improper presentation of the art will be the final decision of the BCAC President. Photography printed on wrapped canvases and presented as oil/acrylic art is *not* permitted.

**Multiples of the Art.** All displayed multiples of original art must be signed and have edition numbers and may not be mass produced or photo reproductions.

**Hanging and Removal of the Art.** The Artist is responsible for this. Artists may hang *as many pieces as can fit in their respective spaces in a professional and pleasing manner. Art cannot be placed on the floor.* All hanging is subject to the Gallery Committee's approval. The Artist may make any substitutions for sold art or change out any art in his/her assigned space. Regarding any art change, the Artist must always put an *updated Inventory List* In the "Inventory Binder" on the Gallery desk.

**Artist Information.** The Artist is limited to hanging within the assigned space a *one-page, black-framed bio.* A display shelf is provided at the front of the gallery for brochures and cards. Additional tables, photo albums, flyers, signs, etc. are *not* permitted.

**Art Sales.** Gallery sales are handled by the Artist staffing the gallery during the time of the sale. All sales must be written up on *triplicate sales receipts*, with one copy given to the purchaser. The purchaser is to write a check issued to BCAC for the total amount of the sale. The check and receipts are put in the Cash Box in the Gallery desk for the BCAC Treasurer to pick up and deposit *within one week of the sale.* *The staffer is to immediately alert the Artist to the sale.* BCAC will then issue a check to the Artist for the amount of sale *minus 10% BCAC commission within two weeks of the sale.* If the purchaser does not take the art at time of purchase, the Artist is responsible for delivering the art to the purchaser and for any delivery costs or risk of loss after purchase. The Artist agrees to pay all taxes related to the sale, as applicable and required by law (municipal, county, state or federal) and should set a sale price for the art that reflects this. Artists who elect to sell their art on a lay away or return policy are responsible for handling these sales and must sign up for this option via a sign-up sheet in the Procedural Manual in the Gallery Desk.

**Gallery Keys.** When staffing the Gallery, Artists obtain the key from **Savvy Spirit** and sign the log with date, time and their name. Artists return the key to Savvy Spirit upon leaving and lock-up of the Gallery, recording departure time in the log

**Gallery Cash Box.** Minimal cash is kept in the gallery for sales transactions. Artists staffing the gallery must verify the cash box contents at the beginning and end of the shift by initializing the book in the box and entering the current cash amount.

**Gallery Signs.** Various signs (indoor and outdoor) are provided to promote the gallery. Artists staffing the gallery must put up signs at the beginning of the first shift of the day and return them to the gallery at the last shift of the day.

**Artist Note Cards.** Artists may display note cards illustrating their art on the Gallery's display rack, space permitting.

**Gallery Appearance.** Artists staffing the gallery must leave the Gallery in the same way they found it, including cleaning up after themselves, putting chairs back where found, etc.

**GalleryPromotion/Special Events.** The Artist agrees to promote the Gallery in a positive and professional manner at all times. All Artists are encouraged to support, assist in, and attend Gallery-sponsored special events (e.g., open houses, receptions). Artists are fully responsible for any events and promotions in the Gallery space that they initiate. The Gallery Committee must be alerted to and approve these events.

I, the Artist, confirm that I have read and understand these Rules and Procedures and agree to all the terms and conditions contained in this agreement.

DATE \_\_\_\_\_ ARTIST SIGNATURE: \_\_\_\_\_

PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

BCAC Authorized Signatory \_\_\_\_\_

**REMINDER! Your Inventory List. Put in Inventory Binder on the Gallery Desk!**

**This dated and signed Exhibit Agreement will be kept on file in the Gallery as a working document for the Artist and Gallery Committee.**

