

## WCAC MEMBERS' CO-OP SHOWS LETTER OF AGREEMENT

One of WCAC's on-going goals is to foster and promote its emerging and seasoned member artists. We've done this through our Members Fireside Gallery, Annual Members Show and our Members Co-Op Shows for artists who need affordable gallery space to showcase larger bodies of work. This new initiative allows artists to run and manage their exhibits, and pursue creative ideas and methods to promote themselves (see items 4 and 6). This year's Members Co-Op Shows will each run for 39 days: **March 19 - April 27; May 1 – June 8; July 24 – August 31; and September 4 – October 12.**

If you are interested in being in a Co-Op Show, please review this Letter of Agreement and Artist Application thoroughly. To apply, complete and sign the Artist Application. We will allot spaces on a first come basis, so please submit your application, including your resume/bio quickly. Upon approval, please return the signed Letter of Agreement and space fee within 10 days to ensure your place in the show. **Note: you must be or become a current member to apply.**

### **1. Exhibit spaces and fees:**

**Spaces:** Wall spaces in the main & middle galleries may be used by both 2D & 3D artists – see attached schematic. One wall with windows is better suited to 3-D artists, but may be shared with 2D artists. Once we fill **all** walls, we will consider adding artisan space down the middle of the Main Gallery – min. 6 ft/max. 16 ft. Wall sections: You may use a full space, or share one, but you must fit within one of those spaces. If you are a stand alone 2D artist, the minimum space available is 7 ft.

**Fees:** \$9.00 per linear ft. For example: 7 ft X \$9 = \$63.00; 16 ft. X 9 = \$144; 20 ft. X \$9 = \$180, etc.

**2. You must be or become a current member to apply:** Membership fees are as follows: Basic - \$45, Family - \$65, and Student - \$15. You may join when submitting your application, pay at the gallery, or go on-line to <https://visitwcac.org/support-us/join/>. WCAC will verify your membership before processing your application.

**3. Staffing and maintaining the gallery:** To ensure adequate staffing during these shows, WCAC will provide one desk volunteer per shift as follows: Tuesday through Saturday, 11am – 3pm, and Sunday, 12pm – 4pm. In addition, we will require each co-op artist (or qualified substitute) to work one four-hour shift per week. These work shifts will enable artists to engage with the gallery and organization, promote themselves and their artwork, hold live demonstrations, and talk about up-coming events. You must sign up for all shifts prior to the show's opening – there is a sign-up sheet on the front desk. If you are unable to work a shift you signed up for, you may swap with another artist, or make up your time during an empty "artist" slot. If you miss working a shift, WCAC will charge \$40 per missed shift. Artists must also help maintain the Gallery in a neat and clean condition during their work shifts.

**4. Advertising:** WCAC will send postcards to our mailing lists and provide each Artist with 50 for his/her own use. We will advertise the show through our website, e-blasts, social media, flyers, and special events, etc. Each artist must sign this Letter of Agreement to allow WCAC to use his/her name, biographical information and photos to prevent copyright violations. Artists should also notify clients and friends, post on social media, send e-blasts and announcements, post flyers, apply to hold special events (see # 5), and use other means to promote themselves during the show

**5. Hospitality, expenses, and ABC rules:** WCAC will hold a members' & guests opening on the Monday evening before each show, including serving wine, other beverages and light food to entice guests to remain longer. In addition, we will try to schedule additional events to bring people to the gallery. We will also consider co-hosting events with co-op artists and sharing expenses.

**Co-op Artists:** With prior WCAC approval, you may use the gallery **during business hours** to hold work process demonstrations, lectures, special gatherings and events. WCAC will also consider opening the gallery **during non-business hours** for co-op artist privately hosted parties, gatherings, lectures, and work demonstrations. We recommend partnering with WCAC and/or other co-op artists to attract larger audiences and share expenses. **Note:** a WCAC representative must always be present during non-business hour events.

**Event approval process:** To ensure equal opportunities to host private events, please send your request to [AndreaLemieux@visitWCAC.org](mailto:AndreaLemieux@visitWCAC.org) at least five days in advance. Once approved, WCAC will coordinate with you to ensure that your event runs smoothly.

**Expenses:** Unless co-hosting with WCAC, you must pay for **all** expenses related to your own private event/s. If possible, WCAC will provide a representative at no cost – otherwise, we may need to charge \$15 per hour for staff representation. If you wish for WCAC to serve alcohol at these private events, please make those arrangements in advance. You may **not** bring your own alcohol.

**Clean up after events:** Please leave the gallery ready for business, including disposing of all food and trash, and vacuuming, etc.

## **6. Exhibiting Artist rules:**

**2D Artists:** Your body of work may consist of both originals and limited edition giclées as follows:

- **Walls:** You may hang a mix of 2/3 original works and 1/3 limited edition giclées. Canvas works must be framed or gallery wrapped (finished edges), and works on paper must be framed and behind clean glass fronts. All frames must be in good condition and nick free. You must wire each piece for hanging on the back – no saw tooth hangers allowed. Each piece must include a card with title, medium, artist's name, and price. WCAC uses a hanging system and will help you arrange your works in an attractive manner.
- **Bins:** You must provide your own bin/s within your space - each print must be plastic wrapped and include title, artist's name, size, and price.

**3D Artists:** You must display each piece in an attractive and secure manner and identify it with a card containing title, medium, size, artist's name, and price. WCAC has attractive shelving available, or you may use your own display materials.

**Pedestals:** WCAC has several pedestals available. 2D and 3D artists may use them to display note cards, bios, or art pieces, but please keep them within your own space. We recommend no more than one bin and pedestal per hanging space, but 3D artists may need more to display their pieces.

**Rotating Works:** You may change and replace pieces throughout the show, but please do not overcrowd your body of work. Please make these changes/replacements during gallery hours.

**Pricing and discounts:** Please set retail prices based on your own market experience and conditions. If you are offering discounts off of the full inventory price, please include those details on your inventory list - WCAC will not negotiate on your behalf. If you offer a spontaneous discount during the show, please annotate the sales invoice and inventory sheet with full details about that sale. WCAC will not offer its usual members discount during these shows.

**Bio/resume, photos, and inventories:** Please include a bio/resume with your application and two photos of your Works for marketing purposes. You must also provide a full inventory of your Works no later than hanging day. Include your name, address, phone number(s) and email, and an itemized and numbered list of your works, including prints and note cards. List must contain title, medium and full retail price per piece – as you rotate artwork, please update your inventory list.

**Hanging and removing artwork:** Artists must hang their Works at 10am through 12pm on the Saturday before each show. Artists must remove works beginning at 3pm through 5pm on the last day of each show. If unable to remove your work at the end of a show, please make other arrangements in advance with the Exhibition Coordinator/Artistic Director.

**W-9 Tax Reports:** All artists must complete and submit a W-9 before the show commences. If your sales exceed \$600, WCAC will issue you a 1099 in January of the following year showing all net sales during the prior calendar year.

**7. Sales, taxes, and commissions:** WCAC will record and process all sales, collect and remit applicable sales taxes, and deduct its 20% commissions from the full retail inventory price, along with any fees due to an Artist's breach of this Letter of Agreement. Note: If an artist uses the gallery to meet clients to discuss future commissions, he/she is obligated to pay WCAC 20% commission on those transactions. Within 10 days of the show's closing, WCAC will provide Artists with a full accounting, and process and mail his/her net payment.

**8. Indemnification:** Each exhibiting artist agrees to indemnify and hold WCAC harmless from all costs, loss, damage or expense arising from or related to his/her claim of authenticity or other descriptions of his/her Works.

**9. Ownership of the “Works” and liability:** All *Works* are and shall remain the property of the artist, until and unless sold by WCAC. The artist will affix a label to each *Work* to identify it as his/her property. He/she will retain all copyrights pertaining to his/her *Works* and reproductions, except what is agreed upon by the artist and WCAC for use in advertisements and/or publicity. WCAC’s liability for Works is limited to coverage provided by its General Liability Policy. We therefore recommend that artists maintain their own separate policies (homeowners or business) to cover their *Works* in a Co-op Show.

**10. Termination:** This Agreement will commence on the date executed below and continue through the entirety of the show, unless either party terminates by written notice to the other. Artists are responsible for removing their Works within seven days of such termination. WCAC will process any sales prior to termination according to item # 7 of this Agreement. WCAC has the right to terminate this Agreement upon five days written notice of a material breach of an artist’s duties or obligations. In such case, the artist will remove his/her Works within seven days. If an artist fails to remove his/her Works on time, WCAC will place them in storage. Liability for storage fees, and/or damage to property while in storage, shall rest with the artist.

In Witness Whereof, each party’s duly authorized representative has executed this Letter of Agreement as of the date(s) below:

**WCAC:** \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Printed Name

**ARTIST:** \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_  
Signature Printed Name