



W I L D F I R E  
C E R A M I C S T U D I O

## Resident Artist Gallery Contract

**Show:** Wildfire Past & Present    **“Guest Artist”:** \_\_\_\_\_

This is a consignment agreement between the above “Guest Artist” and Wildfire Ceramic Studio (“Gallery”).

1. Guest Artist consigns to Gallery a work or works of art (“the art”) as described in the attached inventory sheet(s).
2. Gallery shall display the art in the Gallery during its show. The opening and closing dates of the show are at the Gallery’s discretion. Gallery is open to the public the first Friday of every month and by appointment but reserves the right to adjust that schedule to accommodate unanticipated circumstances.
3. Guest Artist shall deliver the art to the Gallery for local drop off during Gallery Hours (see website for current hours) or ship to Wildfire Ceramic Studio, P.O. Box 16182 Missoula, MT 59808 by the “DELIVERY DATE” (see Appendix 1 below) (this is not the physical location). Guest Artist is solely responsible for delivering the art to the Gallery and for the cost of shipping. Art shipped to the Gallery shall comply with reasonable guidelines provided by the Gallery, and return shipping, if necessary, shall be prepaid by the Guest Artist (there will be a \$5 fee if a check or prepaid shipping label/blank check is not included). Guest Artist shall reclaim, or arrange return shipping for, any unsold art promptly after the conclusion of the show.
4. The art shall remain the property of Guest Artist until such time as it shall be sold or returned to Guest Artist. If it is agreed upon, Gallery will keep the work for up to one year in the online and brick and mortar Gallery.

5. All art shall be constructed in a form that provides for safe and secure installation in the Gallery and for a professional appearance. Guest Artists are responsible for the cost, if any, of unconventional installation. The installation of the art is at the Gallery's sole discretion.
  
6. Guest Artists shall provide the Gallery, or its representative, with images of the art that suits the Gallery's needs by the "PHOTO DATE"(see Appendix 1 below). The Gallery reserves the right to decline to exhibit any art that the Gallery determines does not conform to the Guest Artist's representations and presents any risk to the health, safety or comfort of the Gallery's members, guests or patrons or that the Gallery may find to be offensive.
  
7. Unless otherwise agreed, any of the art sold by the Gallery shall remain on display in the Gallery for the period of the show.
  
8. Unless otherwise agreed, the art shall be offered for sale at the price declared by the Guest Artist on the inventory sheet. No art may, however, be priced above \$2500 except with the Gallery's written consent. Gallery is authorized to sell the art at the price set by Guest Artist. Gallery is authorized to sell the art at any reduced price but is bound to pay the Guest Artist the original commission percentage listed in Number 12 of this agreement.
  
9. Guest Artists are entitled to know the name and address of the buyer of the art.
  
10. Gallery has the exclusive right to sell the art during the period of the show. Gallery is also entitled to its commission on any sale of the exhibited art within 60 days after the close of the show if the buyer was first exposed to the art or to Guest Artist's work at the Gallery or through the Gallery's promotion of the show.
  
11. Gallery is not responsible for damages that occurred in the shipping to or from the Gallery. If loss or damage of artwork occurs, the Gallery will compensate 50% of agreed upon value of artwork.
  
12. Upon the sale of the art, the Gallery is entitled to a commission equal to "GALLERY

COMMISSION"(see Appendix 1) of the sale price. The Artist is entitled to a commission equal to the remaining percentage of the sale price. The Gallery is responsible for any bank card or PayPal fees associated with the sale. The cost, if any, of shipping or delivering the art to the buyer is the responsibility of the buyer or the Guest Artist, not the Gallery. Any agreement by the Guest Artist to trade or gift the exhibited art shall be treated as a sale at the inventory price, and the Guest Artist shall be responsible for the Gallery's commission.

13. The Guest Artist's commission shall be held in trust by the Gallery and shall be paid to the Guest Artist within 30 days of the end of the show.

14. Gallery is authorized to reproduce and distribute images of the art, images of the Guest Artist, and/or any "artist's statement" (including description of the work or of the Guest Artist's artistic process or intent) for purposes of promoting the Gallery and the show. This includes the use in the Gallery's "online Gallery". Guest Artist grants the Gallery a perpetual intellectual property license for that purpose.

15. Any audio or video recording featuring Guest Artist or the Guest Artist's work produced by the Gallery shall be the property of the Gallery. The Guest Artist is granted a revocable intellectual property license to reproduce and distribute any such recording.

16. The parties shall cooperate and coordinate with each other to promote the show. Any promotional costs, including the cost of food and beverage services at any Gallery event, shall be shared as the Gallery (or the exhibiting Gallery member) and the Guest Artist shall agree.

17. The laws of the State of Montana govern this agreement.

18. It is the responsibility of Guest Artist to notify the Gallery via email if Guest Artist's mailing address changes within two weeks after closing of shows. All return work and checks will be mailed to address provided it is Guest Artist responsibility to notify the Gallery of any changes.

**APPENDIX 1: Please initial the following and sign below**

\_\_\_PHOTO DATE: I agree to send a promotional photo(s) of my work by July 1, 2023

\_\_\_DELIVERY DATE: I agree to deliver my work between May 22nd-26th

\_\_\_GALLERY COMMISSION: I agree to the Gallery receiving 40% of the sale price

\_\_\_PICK-UP DATE: I agree to retrieve/make arrangements to have any unsold work retrieved between Aug. 26-Sept. 8, 2023, unless the Gallery and the Guest Artist agree to other arrangements

\_\_\_I agree to all of the above terms and conditions

AGREED:

\_\_\_\_\_  
Signature of "Guest Artist"

Date: \_\_\_\_\_