

# Arts Council of Ladysmith and District

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[www.LadysmithArts.ca](http://www.LadysmithArts.ca)



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## Monthly Exhibition Agreement For Both Gallery and Online Exhibitions

last updated on Jul 26, 2022

### The Artwork

1. All artwork must be original work and must not be copied from anyone else's original or printed material. If photographs are used as a source of reference, the photographer must be the submitting artist or provided to them by an amateur photographer with their express consent. Stock images may only be referred to for anatomical study and must be incidental to the complete artwork to be permissible.
2. The ACLD respects the rights of Indigenous peoples to own and control their own heritage and artistic products. Work based on cultural motifs or designs can only be submitted by members of the culture that is being represented.
3. Artists are not permitted to submit reproduction prints of artwork, except if the medium is photography or digital works.
4. Works should not be the result of a work created in an art class or workshop, except for our annual Student Show in April.
5. All artworks submitted must be available for sale, except for our annual Student Show in April.

### Intake and Installation Process

6. The gallery is managed by a combination of staff and volunteers who maintain inventory, promote exhibitions, display work, process sales, and maintain financial records and activities. Exhibitors will respect the decisions made by staff and volunteers.
7. Works must arrive at the gallery ready for installation. During intake you will be given labels to affix to the back of your work. The gallery will provide display labels for the exhibition.
8. Works are only to be dropped off at the gallery on a scheduled intake day or by appointment.
9. Works will be reviewed by the gallery committee on submission, and the ACLD reserves the right to decline any entries.
10. Artists may submit up to 5 unique artworks for each exhibition while the Arts Council Gallery is located at 444 Parkhill Terrace.

### Artwork Pickup

11. Outtake days for works will be scheduled by the gallery committee and posted on our website and newsletter.
  - a. If an artist cannot make a scheduled outtake day, it is their responsibility to contact the ACLD to arrange for an alternate pickup appointment.
  - b. If a work is not picked up on the outtake day, after one week if the artist does not respond to a reminder phone call or email and does not request for an alternate pickup appointment, the work will be put in gallery storage, and all ACLD responsibility to the artist, as to the contents, number and condition of the items will cease.
  - c. Any remaining work after a second pick up reminder will become the property of the gallery after 90 days. Costs associated with delivery and pick up are the responsibility of the artisan/artist.
  - d. The ACLD reserves the right to change outtake days, as well as to change show schedules if a gallery clearout is required by ACLD staff. In such an instance, artists will be contacted by phone or email.

### **Online Shows**

12. Works submitted for online exhibitions will remain on the ACLD website for up to 3 months.
  - a. If an artist sells a work during this time period, the ACLD expects the artist to respect the commission structure set out below and must notify the ACLD that the work has been sold so it can be marked as sold online or taken down from the online gallery.

### **Sales, Commission and Taxes**

13. The ACLD will retain a commission on all sales. The commission structure is as follows:
  - a. Works priced at \$100 or less have a commission structure of 20% ACLD / 80% Artist.
  - b. Works priced between \$100-\$300 have a commission structure of 30% ACLD / 70% Artist.
  - c. Works priced at \$300 or greater have a commission structure of 40% ACLD / 60% Artist.
14. Sales will include 7% PST. If you are required to remit other taxes besides PST, these will be the responsibility of the artist.
15. The gallery does not provide exchanges or refunds to customers.

### **Artist Payment for Sales**

16. Payouts for sales are made monthly. Payments to artists are made when accumulated sales reach \$50 or more, or by the end of the calendar year. Payout cheques that are not picked up within 3 months will be considered a donation to the ACLD. If a cheque is picked up but has not

been deposited within 6 months (stale-dated cheque), it will not be reissued, and the amount will be considered a donation. If you lose your cheque, please contact the ACLD before the 6-month deadline to get it reissued.

- 17. Cheques will be available for pickup at the gallery office. Alternatively, artists can bring in a void cheque or direct deposit slip to sign up for direct deposit.

**Insurance and Liability**

- 18. Artists exhibiting their work at the ACLD gallery do so at their own risk. While the ACLD does use a building security system, works are not insured under the ACLD. It is strongly advised that artists carry their own insurance.
- 19. The ACLD gallery makes every effort to ensure that theft and damages do not occur. However, should any loss or damage occur, the artist/artisan understands and accepts the full risk of loss or damage to articles placed on consignment. Damaged items will be returned to the artisan.

**Income Documentation and Requirements**

- 20. The Arts Council of Ladysmith and District is required by the Government to issue T4A slips for all sales payouts to artists if the yearly total is \$500 or greater. Social Insurance Numbers must be provided by artists if a T4A is required to be issued.

**Quarterly Exhibition Agreement**

Membership # \_\_\_\_\_ Artist Name \_\_\_\_\_

Unit and Street Number	Street Name	City	Province	Postal Code
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Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Alt. Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

- I certify that all the artwork I have submitted for consideration for the gallery is my own original work and has not been copied from any original or printed material.
- I absolve the Arts council of Ladysmith and District of any legal responsibility resulting from copyright infringement. I understand that the Arts Council accepts no responsibility for loss or damage for any art pieces.

- I accept the above policies and contract.

Signed by Artist \_\_\_\_\_ Date \_\_\_\_\_