



TRAG Gallery & Gifts Artist Contract

THIS CONTRACT is made and effective between the Three Rivers Artist Guild (“TRAG”) located inside Yvonne’s at Singer Hill Café at 623 7th St, Oregon City, OR 97045 (the “Gallery”) and the Artist named below. This Contract is effective on the last date signed below and shall expire on January 3rd, 2021.

1. ROTATION PERIOD

For the remainder of 2020 and going forward into 2021 we are dealing with the COVID pandemic. Our schedules are subject to changes due to COVID Health regulations and coordinating with hours of operation with Yvonne’s at Singer Hill.

Rotation Period	Art In	Art Out
Sept/Oct	August 28-29-30 2020	N/A
Nov/Dec	Oct 30-31-Nov 1	Oct 30-31-Nov 1
Jan/Feb/March	Jan 2-3-4	To be determined

1.1 Art In/Art Out

Art In

All artists will be scheduled for a 20-minute appointment to bring their art in. If you miss your time, gallery managers will help arrange for an alternate time for you to come in. Due to the COVID gathering/social distancing restrictions, your art will be staged in the gallery by the gallery managers. There will be a limited number of people allowed to gather in one area at one time.

Art Out

Going forward through 2020 and dependent upon social distancing regulations, Art/out will be combined with Art In and scheduled in 20-minute appointments for each artist.

Art In and Out Regulations

All scheduling for Art In and Art Out must be in accordance with the current COVID social distancing restrictions. All artists bringing Art In for a rotation or taking Art out must make arrangements and be given an appointment by the Gallery Coordinators.

1.2 Consecutive Rotation Periods

To ensure that the Gallery is providing a variety of artwork for our customers with every Rotation Period, Artists who are participating in consecutive Rotation Periods must:

1. Rotate at least fifty percent (50%) of their artwork from the prior Rotation Period; and
2. Cannot include the same artwork item in more than two (2) consecutive rotations

2. INSURANCE

2.1 TRAG Responsibility

TRAG will be responsible for lost or damaged artwork while on display in the Gallery in the event of a major event such as fire, flood, building break in and robbery only. In no other circumstance will TRAG be financially liable for an Artist’s artwork.

2.2 Artist Responsibility

It is the sole responsibility of the Artist to ensure their artwork is properly insured while in the current Rotation at the Gallery. TRAG does not provide insurance on behalf of any Artist artwork while their artwork is in the Gallery, unless expressly stated above in 2.1., and will not be financially responsible for any artwork found missing or damaged. It is the Artist’s responsibility to ensure that their artwork is properly packaged to prevent unwanted damage while artwork is stored in the Gallery waiting to be displayed.

****Not all 2D art will be behind TRAG’s Locked gates. TRAG now has an opportunity to hang some 2D wall pieces throughout the café. Signage on artwork outside the Gallery will note that a potential buyer must discuss the purchase with the daily TRAG gallery manager inside the Gallery.**

3 FINANCIAL AGREEMENT

Artist agrees to the following:

- 3.1 Artist will pay TRAG a rotation fee of \$40 for a two (2) month rotation or sixty dollars (\$60.00) for each three (3) month Rotation Period for which the Artist will display their artwork in the Gallery. Payments can be made either on-line at time of application, or by check or cash during Art In.
- 3.2 TRAG will retain a thirty percent (30%) commission for each piece of artwork that is sold while on display in the Gallery.
- 3.3 The Gallery will issue payment, via check, to the Artist within thirty (30) days of the end of the month. ie. – February 1st – 28th sales will be issued to the Artist by March 30th via check.

4 ARTIST SHIFT REQUIREMENTS

4.1 Gallery Hours

The Gallery is open seven (7) days per week from 9:00 am – 2:00 pm except for (1). the holidays listed below; and (2). when the building that the Gallery is located in closes. Closures may include inclement weather, COVID restrictions, or any other unexpected or emergency circumstances. In the event of a closure, Artist will receive an email communication, in advance, by the Gallery Committee that the Gallery is closed.

4.2 Gallery Closures

The Gallery is closed on the following holidays:

New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, and Christmas Day. The Gallery is open on Christmas Eve until regular closure at 2.

4.3 Artist Shifts

As both TRAG and the Gallery are 100% volunteer based, each artist is required to work two (2) half days or one (1) full day shift ("Shift") at the Gallery for each month of the current Rotation Period they are accepted to display their artwork in the Gallery. It is the Artist's responsibility to sign up for their Shift(s).

Artist will be given the opportunity to sign up for their Shift(s) when they are accepted into the current Rotation Period via an email communication from the Gallery Committee. Please confirm with the Gallery committee that you have signed up for your shifts when you deliver your art on Art In.

In the event an Artist cannot work their scheduled Shift, it is the Artist's responsibility to find another artist to cover their Shift.

In the event an Artist does not show-up for a scheduled Shift and does not contact the Gallery at least twenty-four (24) hours in advance of their inability to work their scheduled shift, the Artist will not be accepted for the next Rotation Period. In the event of an emergency situation, where the Artist is physically unable to show up for this Shift arrange a replacement or call the Gallery within twenty-four (24) hours, this paragraph will not apply.

All artists will follow the list of required duties as a daily manager for the Gallery. This will be given to each artist at time of Art /In. The list of duties will also be posted at the gallery desk. All new artists will work with a gallery manager or specified gallery mentor to learn gallery duties not limited to and including, opening/ closing, square iPad sales, and documentation. An established TRAG member can request retraining/ refreshing training at any time from gallery managers.

If an artist who is working a gallery shift has any questions or concerns the phone numbers of gallery managers are available at the TRAG desk.

Scheduling due to COVID

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During the COVID pandemic, the Gallery committee is allowing temporary scheduling allowances. If the artist feels they are at a high health risk or feel unsafe working in the gallery, they will be allowed to opt out of working shifts in the gallery. We will have an alternate staff work those shifts without questions.

5 GALLERY REQUIREMENTS REGARDING SINGER HILL

The Gallery sublets space inside Yvonne's at Singer Hill at 623 7th St, Oregon City, OR 97045. As part of TRAG's lease agreement with Yvonne's at Singer Hill and the owners Singer Hill Café LLC, Artist agrees to the following:

5.1 Parking

Artist acknowledges and agrees they will not park in the Yvonne's at Singer Hill parking lot when working their scheduled Shift(s) or visiting the Gallery for any reason. Yvonne's at Singer Hill's parking is strictly for their customers.

5.2 Outside Food and Beverages

Artist acknowledges and agrees they will not bring in another business' food (ie. Starbucks, Burgerville, McDonald's, etc.) into the Gallery. Artists are allowed to bring in food and beverage prepared themselves and packaged in personal containers.

6 ARTWORK REQUIREMENTS

Gallery Managers will have final approval for what is displayed in the Gallery. If artwork is deemed unacceptable due to offensive or discriminatory content, Artist will be notified accordingly.

Artist acknowledges and agrees to the following:

6.1 Inventory Sheet

Artists agrees to include 2 complete and accurate Gallery Approved Inventory Sheets of each piece of artwork they are submitting to the Gallery for the current Rotation Period – one for TRAG's records in the gallery and one for TRAG off site. The Artist's Inventory Sheet kept off site will be retained for the sole purpose of having a record of what the Artist submitted in the event of a major loss where TRAG insurance would apply as described in 2.1. Inventory sheets are required to be clean and new for each rotation and can not be a revised copy from a previous rotation.

Gallery approved Inventory Sheets can be found at the following location:

<https://www.threeriversartistguild.com/gallery/trag-gallery/gallery-documents/>

6.2 Inventory Tags

1. Artist will ensure each piece of artwork they submit for display in the Gallery will have a Gallery Approved Artwork Inventory Tag attached to it. All inventory tags should be taped on with "removeable tape" so as not to damage the art surface. When sold, this tag will then be placed in the Gallery binder that holds completed sales for each artist.
2. **Placement of Inventory Gallery Tags for Jewelry:** Jewelry inventory tags should be placed on the front. Due to COVID precautions, the placement on the front allows customers to easily see the Artist's name and price without having to lift and hold it.
3. **Placement of Inventory Tags for 2D and 3D:** Inventory tags for 2D wall pieces should be placed on the back of the piece. Inventory tags for 3D pieces should be placed on the bottom of the piece. Inventory tags should be easily removeable so that when the piece is sold, it can be removed by gallery manager for inventory purposes.
4. **Placement of 2D and 3D labels:** 2D and 3D artists will be required to print an Art Label for each piece, and bring it with their artwork on Art In. Gallery committee members will be placing these in a conspicuous place beside the piece so that customers can easily see the artist's name, medium, and price without having to lift and hold it. Customers will only be allowed to pick up art if they have gloves on. The Gallery will be providing customers masks and gloves as the enter the Gallery

To create and print your inventory tags and labels, if needed, go to the link shown below. Please print onto 2D and 3D labels on to white card stock.

<https://www.threeriversartistguild.com/gallery/trag-gallery/gallery-documents/>

6.3 2D Artwork

6.3.1 2D Wall Displays

Artist is responsible for:

1. Ensuring their 2D artwork for display on the wall is appropriately wired and ready for hanging per the Three Rivers Artist Guild 2D Artwork Framing Requirements found in the link below. The Gallery reserves the right to not accept 2D artwork that is not appropriately wired for hanging.
<https://www.threeriversartistguild.com/gallery/trag-gallery/gallery-documents/>
2. 2D wall artwork is limited to six (6) to eight (8) items. As the Gallery does not have storage space for Artists, no more than eight (8) items will be accepted by the Gallery.
3. 2D wall artwork will not be allowed in any designated 3D artwork space for any reason at any time.
4. Any 2D wall artwork that is greater than 3' x 3' must be pre-approved by the Gallery Committee in advance before the artist brings it into the Gallery for acceptance.
5. All 2D artwork must have a Gallery approved inventory tag placed on the back of the artwork.
6. All 2D artwork must have a Gallery approved wall inventory tag for display on the wall next to their artwork. Gallery approved wall tags can be found at the following location:
<https://www.threeriversartistguild.com/gallery/trag-gallery/gallery-documents/>
7. All 2D wall artwork will remain and be installed, unless sold, in the Gallery for the entire Rotation Period. Artist agrees that they will not remove any of their 2D wall artwork for any reason, unless prior written consent by the Gallery Co-Chair. In the event of a piece of 2D wall art being sold, Artist will be notified to replace their 2D wall artwork.

6.3.2 2D Prints

Artist is responsible for:

1. Ensuring their unframed 2D artwork is appropriately labeled as either an original or a reproduction.
2. 2D prints are mounted and packaged appropriately.
3. 2D prints have a Gallery approved inventory tag placed on the outside of the packaging on the back of the artwork.
4. Artist may exchange their 2D prints at any time as long as they do not exceed the twenty-four (24) 2D print limit. In no event will the Artist allow their 2D prints to be less than ten (10) 2D prints on display at any time in the Gallery.

6.3.3 2D Cards

Artist is responsible for:

1. Ensuring their 2D cards are appropriately labeled as either an original or a reproduction.
2. 2D cards are mounted and packaged appropriately.
3. 2D cards have a Gallery approved inventory tag placed on the outside of the packaging on the back of the artwork.
4. Artist may exchange their 2D cards at any time as long as they do not exceed the twenty-four (24) 2D card limit. In no event will the Artist allow their 2D cards to be less than ten (10) 2D prints on display at any time in the Gallery.

6.4 3D Artwork

1. Requirements for 3D artwork are as follows:

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- a. fit on, or in, a glass cubby which measures 16"H x 16"W x 16"D; larger display items may be considered on a case by case/rotation by rotation basis
 - b. be unbreakable, have no protruding parts that could injure someone, and be lightweight and secure enough to safely and easily move around if needed
 - c. marked with your name and contact information, if accepted
2. 3D artwork has a Gallery approved inventory tag placed on the bottom of the artwork.
 3. Artist may exchange their 3D artwork from the Gallery at any time as long as they are (1). exchanging a like for like item and (2) do not leave their 3D artwork space vacant. In the event of a sale, Artist will be notified to replace their 3D artwork.

6.5 Jewelry

Artist is responsible for:

1. All jewelry should be individually tagged with Gallery approved inventory tags. Tags or signs should include jewelry material and any information that would be helpful to the customer. Place approved jewelry inventory tags on the front side of all jewelry items. Due to COVID precautions, this will allow customers to see the price without having to handle the item. Any customer who wishes to handle or touch jewelry will do so with mask and gloves. Gallery will provide masks and gloves to customers entering the gallery.
2. Artist may exchange their jewelry at any time as long as they are (1). exchanging a like for like item and (2) do not leave their jewelry space vacant.

7 ARTIST ACKNOWLEDGEMENTS

Artist acknowledges:

1. All artwork submitted by the Artist is original to the Artist and does not knowingly infringe on the work of any other person. (Work that violates this policy includes but is not limited to: items created using another person's patterns or tutorials, reproductions of another person's work even if in a different format or slightly altered, use of a person's likeness without a proper model release, and depictions of logos or registered trademarks.)
2. Artist membership in TRAG is current.
3. Artist has signed the TRAG Indemnity and Hold Harmless Agreement for the current year.
4. The Gallery Committee has the right to accept, reject or remove any artwork at any time.
5. Artist gives permission for TRAG to use photos taken in the Gallery, which may include images of their artwork, for marketing, social media and news stories.
6. Artist gives TRAG permission to share their personal information such as: name, phone number and email address with other TRAG members.
7. All art sold in the TRAG gallery is sold as "no refunds" to the customer. If a customer is insistent about requesting a refund, the artist will be notified and will be given information to contact customer and negotiate privately. TRAG will not manage refunds, returns, or exchanges.

A copy of this Contract and the TRAG Indemnity and Hold Harmless Agreement can be found at the following link:

<http://www.threeriversartistguild.com/gallery/trag-gallery/gallery-documents/>

8 DEFEND AND HOLD HARMLESS

Artist agrees to defend and hold harmless TRAG from any legal claims arising from the misuse of or infringement on another person's work.



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By signing below, each party acknowledges that they have read, understood and agree to be bound by the terms and conditions of this Contract.

THREE RIVERS ARTIST GUILD

Committee Member Printed Name

Signature

Date

ARTIST

Artist Printed Name

Signature

Date