

SPACE

534-538 Congress Street, Portland ME 04101 | space538.org | info@space538.org | @space538

SPACE ARTIST AGREEMENT

This is an agreement made on _____ between _____
(Hereinafter referred to as "Artist") and **SPACE Gallery** (Hereinafter referred to as "SPACE")

EXHIBITION TITLE _____

EXHIBITION DATE(S) _____

EXHIBITION LOCATION _____

This is an agreement spelling out our expectations of you and what you may expect of SPACE during this upcoming project. Please read thoroughly and return a copy of the signed agreement as a digital file in the accompanying **EXHIBITION ARTIST MATERIALS** Google Form to SPACE no later than _____.

The following constitutes the full agreement and conditions for the above:

SPACE agrees to:

1. **Provide the broadest possible communication support for the project** in the area including (but not limited to) distributing a press release; press solicitation; creating a listing in our monthly calendar and weekly newsletter; utilizing Facebook, Instagram and other social media outlets; sharing press in a timely fashion; and sending email announcements.
2. **If artwork will be for sale, SPACE will retain a standard fee of 40% of the retail price.** In the event of commercial gallery representation, multiple artists to be paid for the sale of one work, or other financial terms: those will be written and signed as an addendum to this agreement by the Artist(s) and SPACE, and returned with this document. SPACE will require a non-refundable deposit of at least 50% of the sale price to mark a piece of the Artist's work "SOLD" and will allow a maximum of 60 days for customers to complete their purchase, following which funds will be distributed to the artist for the sale. In no case will the Artist's work be released to any customer until the total balance is paid. All artwork sold during the exhibition will remain on display through

the exhibition unless the Artist and SPACE approve early release. Art work is subject to a 5.5% sales tax in the state of Maine, and any discount to the collector will be approved in writing by the artist and SPACE staff and split by both parties. In the event work is sold, pay the Artist all proceeds due to the Artist within thirty (30) days of completion of the exhibition or upon final payment by the buyer. Artist must have provided a W9 to SPACE before payment is made.

3. SPACE will provide the following:

- a. **Honorarium as set on the final page**, sent within 21 days of the close of the exhibition or as a prior commissioning fee as decided upon in writing with the artist. This honorarium is intended to cover all costs associated with the production of the artworks installed in the exhibit in addition to the Artist's personal transportation needs. We work with Working Artists for the Greater Economy (WAGE) on setting fair standards for our artist fees based on the size of our organization.
 - b. **24-hour access to the installation space for install and strike dates**. See: Important Dates section below for details.
 - c. **Digital photographic documentation of the exhibition** as provided by SPACE. The Artist is welcome to submit a suggested/desired shot list of up to 5 photographs to SPACE's photographer, SPACE may need other images for its archive and documentation of the project. The Artist will retain all rights to all imagery produced and agrees to permit SPACE to use all images for marketing purposes. If the Artist would like additional photographs or a re-shoot, the Artist is responsible for hiring a photographer.
 - d. **Printed materials** that may include: show cards, handouts, posters and other printed takeaways throughout the exhibition. Projects that may include custom non-digital printed collateral and anything resembling a zine/pamphlet or publication should be budgeted for ahead of the exhibition with fundraising support (which may take up to a year in advance for some grant makers) and with at least three months lead time for production of major printed material.
 - e. **Support with installation and deinstallation of work** including but not limited to painting, hanging, wrapping works for shipping. The artist can be offered at least one full day of exhibition installation support uninterrupted with staff, and additional support with exhibition design material installation and lighting. If there are specialty installation needs that require more than three individuals or require consent about physical capacity to install, the Artist must notify SPACE of installation expectations at least one month in advance of installation. SPACE staff can coordinate extra volunteers or interns to help as needed. SPACE reserves the right to approve or amend installation logistics for fire code compliance as well as venue, artwork, and bodily safety.
 - f. **Provide additional in-kind support** in the form of additional free resources as agreed upon by the Artist and SPACE on a case-by-case basis throughout the exhibition period.
- 4. SPACE agrees to being a healthy long-term partner and steward of the project.**

SPACE will amend any details on the exhibition website page for the project including changes to the artist website, legal name changes or pronoun changes, and details/grammatical tense for historical accuracy at the request of the Artist in perpetuity. SPACE staff will provide a reference for any future grant, residency, or fellowship opportunities as needed by the artist and with at least one week's notice for the reference.

- 5. Unless the Artist elects to maintain its own insurance coverage for the exhibition, SPACE will insure this Artwork under an all-risk artwork exhibition insurance policy endorsed by the American Alliance of Museums, for the insurance value provided by the artist.** This insurance is against all risks of physical loss or damage from any external cause while on location during the period of the loan and wall-to-wall during transport/installation. The policy referred to contains the usual limitations for acts of God, or due to such causes as hostile or warlike action in time of peace or war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, civil war, usurped power, action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation or trade. If an artwork itemized on the exhibition checklist has multiple components that could be individually damaged or stolen, SPACE requires the Artist provide an inventory count of the components so that the work can be safely stewarded and overseen. The timeline for insurance claims is unpredictable and the Artist understands SPACE will either oversee restoration of the work, payment, or replacement of any component in as timely a fashion as the Insurance Company makes possible. Any damage will be shared in a timely fashion with the artist and both parties will agree in writing in the event that a decision must be made for the work to remain on view.

The Artist agrees to:

- 1. Provide timely information about the exhibition and responses to phone calls and emails. Observe all project deadlines.**
- 2. Act as a responsible representative of SPACE** while working on the exhibition and visiting Portland in conjunction with the exhibition. The Artist agrees to uphold SPACE's Safe(r) Spaces Policy while working at SPACE and may be subject to dismissal without pay in the event of verbal, sexual, or physical abuse to any SPACE staff member, volunteer or audience member, or any other behavior in violation of SPACE's policies and Maine State Law. During periods of public health or public emergency, the Artist is expected to uphold the short-term internal norms, policies, and expectations around behavior, including with their guests and collaborators as a public ambassador to SPACE and in solidarity with SPACE Staff who work regularly in the building.
- 3. Cover all material and production costs associated with the work on display in the exhibition** unless otherwise agreed upon with SPACE or with a commission or

material support budget from a relevant project grant.

4. **Coordinate and offer clear communication about the return of all artworks and/or materials after the exhibition closes.** Basic cost support for shipping via mail, or by SPACE staff as a courier is possible with written agreement and planning before the exhibition project begins, however it is not guaranteed. SPACE staff will assist the Artist with arrangements. Any special packing and shipping details- if the artist is not on site- should be clearly conveyed in writing to SPACE's Staff. For most exhibitions, SPACE is able to provide temporary storage for up to three months (90 days) on a pre-agreed upon case-by-case basis. If the work is stored at SPACE, the Artist assumes all responsibility and liability for any damage caused to the work during that time period (the work is insured for the duration of the exhibition). The Artist understands and accepts that storage at SPACE is limited. The Artist understands and accepts that storage is not climate controlled or regularly surveilled and agrees to store work at their own risk. Any work left after 90 days or after a written reminder is considered the property of SPACE or can be disposed of as the organization sees fit. SPACE will not transfer possession of any artworks to staff, volunteers, or community members without written agreement from the Artist.
5. **Permit SPACE to use all documentation for digital and printed materials** including but not limited to web pages, social media posts, annual reports, calendars and so forth. The Artist agrees to credit the photographer for all documentation images associated with the exhibition. Documentation images taken by SPACE cannot be physically published without credit to our organization and photographer, unless otherwise agreed to in writing. At least one copy of printed matter with SPACE images should be mailed to SPACE for our archives (in the event of a third party publisher with no complimentary copies, current SPACE staff should be notified of publication to obtain a copy for our archives).
6. **Be liable for any excessive, negligent, or improper use resulting in damage to SPACE equipment**, including but not limited to media equipment, power tools, and other materials used in support of executing the project. SPACE reserves the right to charge the Artist or ask for an equivalent replacement.
7. **Be liable for any excessive use or damage to SPACE property**, including but not limited to damages to all exhibition spaces, furniture and equipment contained within the artist residency studio (when applicable) and throughout the building located at 534-538 Congress Street beyond the scope of normal wear and tear and agreed upon project installation logistics. Permanent materials, alterations, and environmental/health concerns within a work should be brought to the attention of staff before installation. The artist is responsible for cleaning after use of any unusually messy materials in the production of work on site, installation, or performance activation of a work.

IMPORTANT DATES:

Installation [redacted]

Opening [redacted]

Strike [redacted]

Exhibition Run [redacted]

ADDITIONAL DETAILS:

Honorarium: [redacted]

Any additional financial, shipping or installation support:

Artist's Special Instructions:

Artist Signature [redacted] Date [redacted]

SPACE Staff Signature _____ Date _____

All modifications or addendums to this agreement must be in writing and signed by both parties. If the Artist does not comply with any part of this contract, they risk forfeiting their honorarium, possible exclusion from above mentioned exhibition and future SPACE exhibitions. The undersigned agree to the terms listed above and indicate that cited and attached materials have been reviewed.