

Date Rec'd _____

Artist #:

Ck _____ Cash _____ Chg _____

Artist:

**2025 Artist Contract for Participating Artist Membership
for Display and Sale of Art 1-1-2025 to 12-31-2025**

WHEREAS, the Art Center of Estes Park, a non-profit Colorado Corporation, 517 Big Thompson Ave Unit 201, Estes Park, Colorado 80517 (970-586-5882), hereinafter called "Art Center", wishes to display and sell certain artwork of the undersigned Participating Artist, hereinafter called "Artist", and

WHEREAS, Artist wishes to exhibit and sell certain artwork in the Art Center's gallery, located at **517 Big Thompson Ave Unit 201, Estes Park, Colorado, 80517.**

NOW THEREFORE, and in consideration of mutual covenants contained herein, Artist and Art Center agree to cooperate in the display and sale of certain artwork under conditions as follows:

1. Artist agrees to be a Participating Artist Member of the Art Center for a period of one year, beginning on the first day of January, 2025, and to pay a non-refundable membership fee of **\$ 175.00** for this period. **(\$75 if juried in September – December of this year).**

2. While this contract is in effect, Artist agrees to provide original artwork as described on the Artist Inventory Form for exhibit and sale in the Art Center's gallery.

3. Artist agrees to complete a **2025 inventory form prior to 2025 January show listing only items actually in the gallery and remove prior inventory sheets from the book.** Artist agrees to verify inventory in June 2025. Art Center will only be responsible for 60% of the retail price of items delivered on or after January 1, 2025 that are listed as missing, and only if Artist has notified Art Center Treasurer of missing item(s). Art Center will not be responsible for payment of missing items not reported following the required inventory review in June or December of 2025.

4. In consideration for this service, Artist agrees to one of the following staffing options: (*initial your option choice.*)

_____ Option 1: Staff the Art Center's gallery as a volunteer (without compensation), during open hours, **14 (fourteen) full days** while this contract is in force with **no committee obligation.**

_____ Option 2: Staff the Art Center's gallery as a volunteer (without compensation), during open hours, **12 (twelve) full days** in support of the Art Center while this contract is in force and serve on the **assigned committee or special activity listed on page 2, section 6 of the contract.**

_____ Option 3: Pay a fee of \$750 annually in lieu of staffing 14 days or 84 hours per year, **with no committee obligation.**

_____ Option 4: Pay a fee of \$375 annually and staff the gallery 7 days or 42 hours per year between May 15 and Nov 1 **with no committee obligation.**

_____ Option 5: Artist is exempt from staffing according to the exemptions as listed below in Section **5 b.**

5. **Art Center Board of Directors has the right to exempt certain conditions of this contract, as listed below:**

a. Emeritus status – no fee as outlined in section 1, and no staffing or committee assignment as outlined in section 4:

b. As previously arranged, in lieu of staffing the gallery, as outlined in Section 4., I agree to following assignment(s):

6. Committee appointments for staffing option 2 of Section 4. are made by the board annually. Artists may be appointed to the following committees – Education, Exhibit, Hospitality, Plein Air, and Marketing. Committee duties are listed in the artist policies and procedures. Artists may also be assigned to perform special activities.

Your 2025 committee appointment or special assignment is as follows:

It is the responsibility of the artist to sign up for staffing to meet contractual obligations via the online staffing calendar. It is the responsibility of the artist to find a replacement if the artist is unable to staff the gallery. Staffing obligations not met in this calendar year will carry over to the following year. If you staff more than your required number of days, the excess days will also carry over to the following year. The Artist hereunder is an independent contractor and under no circumstances is considered an employee of the Art Center.

Your staffing requirement for 2025 is:

2025 hours of operation are:

January 10 - May 15 11 a.m. to 5 p.m. - Friday through Monday
 May 16 – October 16 11 a.m. to 5 p.m. - Daily
 October 17 - December 22 11 a.m. to 5 p.m. - Friday through Monday
 Closed: Apr 21 – Easter; Nov. 27 – Thanksgiving;
 Closed: December 23 -31.

9. Volunteer Hours: Please estimate the number of volunteer hours you contributed in **2024**. (These hours are submitted on the Art Center IRS 990 annual report and used when writing grants for the center.)

_____ Board Activities	_____ Gallery Staffing	_____ Education
_____ Exhibit	_____ Exhibit Schedule	_____ Hospitality
_____ Jury	_____ Plein Air	_____ Membership
_____ Marketing	_____ Mentoring	_____ Mask Show
_____ Other		

10. Prior to signing this contract, Artist agrees that he/she has received, read and will comply with "Participating Artist Policies and Procedures" attached to this contract.

11. Artwork is accepted for a forthcoming exhibit only on published turn-in dates unless arrangements have been made with the Gallery Manager.

12. For work sold Art Center agrees to pay the Artist 60% of the retail price listed on the Artist Inventory Form for general sales, 70% for inventory sales if held and 85% for books or calendars of the artist's artworks. Art Center shall collect and pay all sales tax due thereon.

13. Art Center shall issue payments via the **Bank of Colorado Payment Processing Center, P.O. Box 1029, Hickory, NC 28603-1029** with a listing of items sold for the month emailed from treasurer@artcenterofestes.com on all such sales to the Artist by the 10th of the month after the month of sale.

14. Artist agrees that, during the period the contract is in force, Artist shall pay to Art Center 15% of any sale of artwork that result from a referral by the Art Center. In such case Artist shall collect and pay all sales tax due thereon.

15. Artist agrees that, sales made as a result of all formats of Social Media publicity, shall have a commission paid to the artist of 60% if the sale and sales tax is collected by the Art Center. If the artist sells item personally, the artist shall pay the Art Center 15% for the referral and will be responsible for collecting the appropriate sales tax.

16. Art Center, through its insurance, will be responsible for 60% of the retail price for theft, breakage, or fire for items listed on the **2025** inventory form. Art Center liability covers only artwork submitted in accordance with "Art Center Policies and Procedures."

17. Artist agrees to obtain/maintain a release for the right to use an individual's photograph or image when composing work to present for sale at the Art Center or satellite exhibit.

18. Art Center agrees to display Artist's artwork attractively and fairly. Gallery Manager and Exhibit Committee Chairperson has the right to accept or reject any offered artwork and shall rotate artwork as exhibit space requires.

19. Artist agrees to pick up unsold artwork promptly after requested to do so by the Art Center Gallery Manager.

20. Upon notice of termination or non-renewal of annual contract, Artist agrees to make arrangements to have unsold artwork picked up within 30 days of such notice. Any work in the gallery after this date becomes the property of the Art Center. An appointment for pickup must be made in advance with the Gallery Manager.

21. Non-compliance by the Artist with any condition within this contract will render this contract void. If an artist has not fulfilled the requirements, the artist's work will not be shown until arrangements are made to fulfill the obligation.

22. The Art Center in accordance with IRS regulations will prepare a 1099 for any artist with \$600 or more total Art Center income (sales, awards, class instructor fees) during the 2025 calendar year. The information below is to be completed as it is to appear on the 1099. (This is the required IRS W-9 information to be obtained by the Art Center of Estes Park)

23. By providing an e-mail address below, the artist gives permission to receive Art Center information via e-mail.

24. By signing this contract, the artist gives permission for the Art Center to post individual images of the artist's work or artwork on display in the gallery on Facebook or other promotional purposes.

25. Full payment of membership and fees (section 4. option 3 or 4) in lieu of staffing **must be paid** with acceptance of this contract. Membership and staffing fees may be submitted in one check or credit card payment. **Art work will not be displayed in the gallery in January until all fees are paid.**

26. The undersigned (**PRINT CLEARLY**) accepts the conditions of this contract on the date hereof.

Date:

AC Artist #

Artist Printed Name:

Artist Signature:

Juried Medium:

Social Security #:

Mailing address:

City, State, Zip:

Phone #:

E-mail Address:

All lines must be completed prior to contract acceptance and thanks for writing legibly.



Art Center Treasurer

Please return signed contract with payment to Alice League, Treasurer/Accountant by **December 23, 2024**, the last day the center is open this year.

If mailing your contract with payment, **please mail by December 23 to Art Center of Estes Park, 517 Big Thompson Ave Unit 201, Estes Park CO 80517.**

If you wish to make payment via credit card, please call the Art Center – 970-586-5882 – ask staffer to process your credit card and prepare an invoice for the payment to include with the daily receipts.