



National Association of Women Artists, Inc.

315 West 39th Street, Suite 508, NYC 10018 - #212-564-9036 - www.thenawa.org – office@thenawa.org

NAWA Gallery Exhibition Contract: 2018

Name of Artist or Group: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Cell Phone: _____ Website: _____

Title of Show:

_____ Solo _____ Two person _____ Group

Dates: _____ Reception Date: _____

This Agreement is between the NATIONAL ASSOCIATION OF WOMEN ARTISTS, INC. (hereinafter referred to as NAWA) and the above mentioned artist based upon the terms and conditions set forth herein. This Agreement represents the entire understanding between NAWA and the artist, and may not be changed in any manner, unless signed by both the artist and an officer of NAWA.

EXHIBITION REQUIREMENTS

- Show participant is responsible for work to be delivered to gallery in proper condition, framed and wired in a professional manner (no saw-tooth hangers).
- Artist should take into consideration that the gallery door opening is 34”w x 82”h, and the door cannot be removed.
- Shipping, packing, unpacking, hanging and repacking of art work are the **responsibility of the artist (NO PACKING PEANUTS)**.
- The artist is totally responsible for any heavy or unusual handling and/or installation of work.
- Artist must be present to unpack, install and take down the show or arrange for someone to do it. NAWA staff will not be responsible for this work.
- Installation hardware is provided and a limited number of pedestals are available. Please check with NAWA for sizes of available pedestals and for a Gallery floor plan.
- Sales are conducted directly between NAWA and the buyer. NAWA retains a 30% commission on all sales and the artist receives 70%.
- If exhibiting artists live within 50 miles of the NAWA Gallery we are suggesting that they Gallery sit at least 2 days during the exhibition, or arrange for someone to sit for 2 days.

ADVERTISING

- NAWA advertises each show in Art Times, NYC Gallery Guide and many online art sites. (\$500 value).
- Other advertising or PR costs are solely the responsibility of the artist.
- Artist must provide information for a press release to NAWA for distribution in the tri-state area. We will supply template for the press release.
- For publicity, artist must submit two JPGS: 300 dpi, no larger than 1800 pixels in any direction, and a short bio/artist statement relating to the exhibit.
- Artist is responsible for creating and printing invitation postcards and any other graphic materials, subject to approval by the NAWA Gallery Coordinator. The invitation must include the NAWA registered trademark logo, which will be inserted by the office.
- The office can do the invitation card for you for an additional fee of \$250, which will include design and printing on our standard template. The artist will receive 100 invitations to send to friends, family, art patrons and enthusiasts.
- NAWA will send your invitations to its membership, the Board of Directors, supporters, promoters and to the outside mailing list. NAWA will also promote your show by Constant Contact Eblasts, on the NAWA website, on the NAWA Facebook page and other social media.
- Artist is responsible for all reception costs (food and wine).

Operating Fee for NAWA members: \$1,200 for 4 weeks

Operating Gallery Fee for non-members: \$1,500 for 4 weeks

**** (1/3) \$400 (\$500 non-members) of NAWA Gallery rental fee is non-refundable and due at signing of contract. Second payment of (1/3) \$400 (\$500 non-members) is due six months before scheduled exhibition and the balance of (1/3) \$400 (\$500 non-members) is due one month prior to the the installation of the exhibition. If artist cancels the exhibition contract within three months of exhibition – the agreed Operating Fee must be paid in full.**

Waiver:

I, the undersigned artist, hereby declare my intention to exhibit my artwork as described in my entry form, in the National Association of Women Artists, Inc., NAWA Gallery, and to leave the artwork until the specified removal date on the prospectus.

In consideration of the display of my artwork, I hereby declare I am the owner and creator of the original artwork being submitted by me, both as the artwork's physical manifestation and the copyright of artwork. I accept full responsibility for any and all damages, loss, theft, and/or any other casualty of any kind while in NAWA's care, custody or possession. I hereby waive any and all claims against NAWA. as well as their employees, officers, directors and committee personnel. Nevertheless, for the purpose of this agreement, I agree that the stated value of the artwork shall be One (\$1.00) Dollar, in the event of any loss or damage to the piece of artwork.

I agree to allow an image of my artwork being exhibited to be used without charge for advertising and/or promotion in the furtherance of the Exhibition, and for any purposes including without limitation traditional media, social media, website as well as public relations, prior to and/or after the Exhibition.

My work is available for sale at the price hereinbefore agreed. I agree that if my work is sold during the exhibition, I will pay NAWA a commission of 30% percent and I will retain 70% percent of the selling price. We respectfully request that if this exhibition generates a sale from exposure within the exhibition time frame, and a party tries to negotiate outside after the exhibition, that the artist would ethically consider making a 30% donation to NAWA.

Point of release clause: the work on exhibition is considered part of the exhibition from point of delivery either by hand or by mail and until actual pick up/shipping after close of exhibition.

I understand that my work may not be hung if it fails to meet professional presentation standards (as determined by the Exhibitions committee), arrives damaged, differs significantly from the jpeg image submitted, is over the depth, width and height limit and (for wall sculpture) is above the weight, depth, width and height limits.

NAWA retains the right of discretion to decide if artworks do not meet the requirements of our show standards, or contain any inflammatory or offensive materials. All efforts will be made to negotiate replacing artwork or otherwise serve the artist's rental agreement within said discretion.

Labels: Be advised that NAWA, a not-for-profit art organization, will not list anything other than the name of the artist, the title of the work, dimensions, medium and price on our labels. Although it may be appropriate for exhibitions that have works of art on loan from Museums, dealers and private collectors, to add courtesy of on the labels, it is not appropriate for artists who want to exhibit their own works in NAWA exhibitions.

In the event of a dispute with regard to this Waiver Agreement, we agree that all disputes must be adjudicated in a State Court in the County, City and State of New York (i.e. Manhattan), under the Laws of the State of New York, without regard to choice of Law rules.

Note: the use of the National Association of Women Artists, Inc.'s name and/or logo, without prior written permission is prohibited. The use of the registered Trademark Seal and the logo of the national Association of Women Artists, Inc. for any personal or business use on any documents, postcards, invitations, and other promotional materials and communications is a violation of laws.

By completing and signing this contract the artist/artists agree to all requirements within the application and the Waiver. If for any reason the artist terminates this contract, the deposits will be forfeited.

Signature

Date

Revised10/10/2017