



ARTIST Memorandum of Understanding V19- 2009 Copyright

This an agreement between _____ (“Artist”), an Independent Contractor, and Twin Springs Group, Inc. / ART EXPO NWA (“TSG”)/dba “The Art Gallery” for an Artist showing / exhibit beginning _____ in 2009.

Artist shall comply with the following requirements upon receiving an invitation to show:

1. Artist will exhibit a minimum of 4 pieces of their artwork for sale, which have been approved by the gallery owner and manager. Artist agrees to leave the artwork on display at the agreed location for a minimum of 60 days.
2. For at least one reception during the “hanging” period”, Artist agrees to donate a small work of original art for a door prize and/or at least one work of original art in the silent auction (Artist will need to set a minimum bid price). Funds from the silent auction will be disbursed as follows:
 - i. 50% to TSG
 - ii. 50% to the artist
3. Artwork must be ready to hang with all hanging hardware and at least 2 works or more should be 24”x 36” or larger, if possible.
4. Artist shall be responsible for their own insurance while the work is in transit or at TSG event location for the term of the event and until picked up by the artist. In addition, artist understands that TSG does not carry insurance on behalf of the artist for the artwork.
5. Artist will submit artwork with prices in the range of \$25 to \$40,000+. Prices will not include sales tax, which will be collected upon the sale of the artwork.
6. Retail Show:
 - a. Artist agrees to:
 - i. donate 4 hours per week to the Art Gallery co-op,
 - ii. a 50% commission paid to TSG based on the invoice sale amount of the artwork sold, not to include sales tax, at the time of the show and *for a period of nine (9) months following the show date for any contact initiated during the show.*
7. Trade show (If Presented): 10% to 20% discount to Trade Buyer of the work value. The fund disbursement will be represented as above, based on the discount amount to the Buyer.
8. Prices on wall price tags will include all commissions.
9. It is the responsibility of the artists to send/handout to their guest in a timely manner their own invitations to the event, at their own expense.
10. TSG will agree to provide the venue for showcasing artists’ works as well as marketing and promotion of the show.
11. TSG understands and agrees that the artwork provided by Artist is the exclusive property of the Artist and will be returned to the Artist at the end of the viewing period, unless otherwise sold.
12. Artist grants permission to place photos of their artwork on promotional pieces and on websites belonging to TSG.
13. All works of art delivered by the artist, in whole or part, are the responsibility of the artist.
14. Artist releases TSG out of any liability that might arise out of showing a duplicate or copy of another artist’s work.

15. Artist will not hold TSG liable for any damage, loss, or theft of the artwork while in the premises being used by TSG or while on display.
16. Artist will be responsible for delivery of work to and from the event site in a timely manner.
 - a. All work must be delivered to the event place by 2 PM THREE (3) DAYS PRIOR to the event date.
17. Artist will provide for each work to be exhibited at the event a file on electronic media:
 - a. The name of the work including the **name of artwork, medium, price, size of work, a short explanation of each work** is recommended in order to provide the sales staff with product knowledge.
 - b. HD photo / High definition for use for the website, media requests and possible printing of a catalog, approx. 2 megs+ of all exhibited artworks.
 - c. Current high definition artist photo.
 - d. Showing artist will pay TSG a \$100 hanging fee to defray costs of the show at the time of contract signing.
 - e. Brief biography or artist statement including address, e-mail and telephone number, for production and publication of marketing and presentation materials in Word.doc format.
 - f. A list of ten names, addresses and, if possible, email addresses of known art buyers and/or possible art buyers, which includes family and friends, in this geographic area.
18. Artist to provide their own TYPED information for wall price tags/description and place them next to the art work shown, three days before the show opens. This will avoid any price/location discrepancies. All prices will be valid for the 60 day term of the event and may not be changed or altered without the consent of the gallery owner and manager.
19. No artwork will be displayed that is **Not For Sale**.
20. Artist understands that they must keep track of their inventory shown at the event and let TSG know of any discrepancies.
21. Due to inventory control, art is not to be removed without the consent of gallery owner and manager and upon completion of removal/replacement form.
22. Once a date for the artist's show has been agreed upon, any cancellation, unless for a serious illness or a death in the family, will result in a \$250.00 penalty to cover expenses incurred by TSG.

OPTIONAL: TSG may choose an original work of one of the Artists for a show poster and may showcase this work at the event location prior to the show and for the term of the show at the showcase window (size of work 24" x 36"), copies of this work will be used on the ad media.

NOTE: TSG can provide web development / photo / brochure services, please inquire about costs.

Agreed & Accepted:

Artist

Date

Twin Springs Group, Inc.

Date



Advantages for Artists showing at the “Art Expo NWA” Gallery

1. Exposure at one of the most exquisite venues in NWA.
2. Being part of a national/international database of NWA artists.
3. Design and hosting the artist personal works on the ever growing website www.artexponwa.org which in turn is sponsored world wide by the Genesis Virtual Art Museum Foundation.
4. Having unlimited sales personnel working on your behalf at no cost to you, since our corporate guidelines mandate that we pay commissions to the sales person who sells the work showcased.
5. Artists participating on the month’s event, will have mention on all of TSG media releases, print, radio, television and Twin Springs Group websites. (www.dicksonst.com / www.nwaguide.net)
6. During artist scheduled time, artist will receive a 15% commission on any works he/she personally sells during his/her shift.
7. Art Expo NWA is promoted monthly through a variety of media to all NWA residents, soon to become ubiquitous in the NWA art community.
8. Trade Show Event
 - a. We have established relationships with various Interior Designers / Event Planner Agencies to provide additional sales exposure and advantages to our local artists during our events.
 - b. These Agencies have extensive client bases throughout the U.S. that cater to architects, interior designers, decorators and their clients; therefore, participating artists enjoy greater opportunity to sell at higher volumes.
9. Ongoing negotiations with areas hotels, airlines, and transport companies to increase the attendance for the Art Expo NWA events.
10. Advertising, Public Relations and Marketing Campaigns: (5000+ Database HNW individuals in NWA)
 1. Personal calling on WAC Sponsors, members and over 900 CEO’s of local companies.
 2. Ever expanding e-mail list of 3000+ art aficionados
 3. Mass mailing via “Snail mail” to VIP clients.
 4. More to come!



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 www.nwaguide.net
www.artexponwa.org

Dear Artists,

We are presently taking submissions for upcoming events of the ART EXPO of Northwest Arkansas, dba The Art Gallery. If you would like to be considered as one of our featured artists in one of our upcoming events, please complete the instructions below and return to us as soon as possible as space is limited.

General information for submission

Read, sign and submit both the *Submission Agreement* and the *Memorandum of Understanding* found on the following page.

All Work must be ready to hang with all hardware.

Size: Due to the large venue, larger sizes are preferred. (2 or more 24" x 36" or larger).

A Minimum of 4 pieces will be required if your work is chosen to show. The cost of submission is \$25.00. Once approved to show, there is a \$100 hanging fee paid to TSG to defray costs of the show. Payments can be made by check and send by mail to Twin Springs Group, Inc., address above.

Submission Guidelines:

1. Artists must submit 4 to 6 digital images of current work to the review committee for consideration. These images should be in .jpg format 500 kb to 1.5 mgs in size. You may submit these images and the other information required by one of the 3 options listed below. Please send images via e-mail to art@genesisy.net
 - a. Note: Due to high volume of submissions, please only send us copies of your materials. Art Expo NWA will not be able to return materials submitted.
2. Artist must also provide an annotated list of artwork in word .doc format; including file name, medium, size, date produced & price and a short bullet-point explanation on each work.
3. Current artist photo in digital format 200 to 400 kb, and a brief biographical sketch or artist statement.
4. If you are submitting work for ad campaign, please provide graphic of at least 2 Megs resolution.

Submission Options:

1. E-mail signed copies of both documents, if you are able to include required information and provide electronic signatures to artexpo@twinsprings.net, or
2. Fax completed and signed copies of both documents to fax # 479-361-1216. All other pertinent information must be received by e-mail, or
3. Mail completed and signed copies of both documents to our address above. All other pertinent information must be received by e-mail.

Agreement:

Since artexponwa.org usually operates as a continuous 45-60 day event, we require that the featured artist confirm his/her commitment for the event ASAP.

Artists will be responsible for delivery to and pick-up of their artwork from the event site. All works of art, in whole or in part, are the complete responsibility of the artist. Twin Springs Group, Inc. and Art Expo NWA will not be liable for any damage, loss or theft of work during the term of the event.

Agreed & Accepted:

Artist's printed name and signature _____

Address _____

Phone / land line _____ Cellular _____

Email address _____ Date _____

Web address _____