Artists’ Guild of Anna Maria Island

*5414 Marina Drive, Holmes Beach FL 34217 tel. 941-778-6694*

**2021/2022 Exhibiting Artist Contract**

**Artist: <name field>**

**Medium: <medium field>**

**Location: <space location>**

**Space Size: <size>**

**Price: <Price>**

**Special Accommodations:**

**Thank you for your participation as an exhibiting artist of the Artists Guild of Anna Maria Island [AGAMI]. This contract is for 12 months, beginning November 1, 2021, and ending October 31, 2022, and is specifically for the space and at the price listed above, and under the conditions listed below.**

* **All exhibiting artists are independent contractors and are not entitled to employee benefits.**
* All exhibiting artists will pay their first and last month’s rent at installation, with the last month held in escrow by AGAMI.
* All exhibiting artists will commit to displaying their work for twelve months. Early termination of the contract will result in the forfeit of their last month’s space rent held in escrow.
* All exhibiting artists will display work in the medium or mediums for which they were accepted. Requests to change the medium must be made to the jury committee.
* If an artist wishes to leave the gallery, a two month notice in writing to the Gallery director is required. Failure to provide an appropriate notice will result in the forfeiture of the last month’s space rent held in escrow.
* Artists who are in arrears of rent payment more than **60** days will forfeit their space. The artwork will be removed from their display and stored for 30 days. After 90 days of nonpayment, the work becomes the property of AGAMI, to be disposed of as determined by the board.
* Commissioned Work Policy: Any artist that arranges through the Gallery to perform commissioned work is expected to pay a 10% commission fee. Please provide a copy of the sales receipt with your check to AGAMI.
* Gallery Keys will be issued to exhibiting artists and staffing guild members. A $20 deposit is required to obtain this key.
* A 25% commission will be held from each artist’s sales.
* All Exhibiting artists must file a W-9 with the Gallery at the time of installation. The IRS Form 1099NEC annual miscellaneous income form will be sent to any artist earning more than $600 a year. As independent contractors, all artists are responsible for the payment of all federal income tax owned on their earnings, and for the determination of appropriate business deductions and expenses, including the 25% commission paid to the gallery. AGAMI assumes no responsibility for an artist’s failure to file appropriate or accurate income tax information.
* The Artists’ Guild will be responsible for the State of Florida sales tax and filing of that tax.

In addition to the above financial commitments, I understand that:

* **Each year, every displaying artist is required to staff the gallery for twelve (12) half days. For New Artists: two of these sittings must take place within the first sixty (60) of contract agreement. If the displaying artist cannot make a sitting, IT IS THE RESPONSIBILITY OF THE ARTIST to arrange staffing with a Gallery trained member. If private arrangements cannot be made, the artist must contact and pay a staffer from the gallery approved list.** The fee of $50 for one half day session is paid by the artist directly to the staffer within 30 days. Failure of Payment will result in loss of gallery space and deposit. Failure to comply with staffing requirements will result in loss of gallery space and deposit.
* **I understand as an Exhibiting Gallery member I am required to work at three (3) AGAMI events annually. I understand that a non-compliance fee is not available. Failure to comply will result in loss of gallery space.** With the approval of the Board**,** Board Members, Special Events Coordinators and active Committee participants may be exempt from some portion of this requirement, to be determined on an individual basis.
* I have read and will abide by attached Gallery Specifications and Guidelines for displaying artwork. I understand that failure to comply with the specifications and guidelines could result in the loss of my display space.
* *IN THE EVENT OF A HURRICANE, DISASTER or any event requiring removal of artwork, I ASSUME RESPONSIBILITY FOR REMOVING MY ARTWORK FROM THE GALLERY.* Replacement of the work should be done in a timely manner.
* I assume full responsibility for insuring my artwork from loss, damage or theft. I do not hold the Artists’ Guild Gallery or Artists’ Guild of Anna Maria Island responsible for my artwork.

**The AGAMI Board reserves the right to terminate a contract at any time.**

**I have read and fully understand the terms of this contract. Please sign and return by October 1.**

**Artist’s Signature ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGAMI Artist Contract R5-28 August 2021**